

## FIRST AMENDMENT TO AGREEMENT

Contract No. 25W4121

This Amendment to the Contract, which is effective on September 24, 2024 the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ, hereinafter called CONTRACTOR. The parties hereto agree to amend Contract 25W4121 by the changes as follows:

A. Page 1, Section 1 titled “Duties” of the Contract, is deleted and replaced with the following:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide property agent incentives as described in Attachment A – Scope of Services, Amendment One for the County of Santa Cruz Human Services Department (hereinafter called “the program”).

B. Exhibit A – Scope of Work of the Contract is deleted and replaced with Attachment A – Scope of Services, Amendment One, which is attached hereto and incorporated herein by reference.

C. Page 1, Section 2, titled “Compensation” of the Contract is deleted and replaced with the following:

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$480,000, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month, as outlined in Attachment B – Terms of Payment, Amendment One.

D. Exhibit B – Budget of the Contract is deleted and replaced with Attachment B – Terms of Payment, Amendment One, which is attached hereto and incorporated herein by reference.

F. Page 5, Section 13 titled “Attachments”; of the Contract is deleted and replaced with the following:

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Attachment A – Scope of Services, Amendment One  
Attachment B – Terms of Payment, Amendment One  
Attachment C – Data Privacy and Security Confidentiality Agreement  
Attachment D – Non-Discrimination Assurance of Compliance

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SIGNATURE PAGE

**FIRST AMENDMENT TO AGREEMENT**

Contract No. 25W4121

All other provisions of said Agreement shall remain the same.

HOUSING AUTHORITY OF THE  
COUNTY OF SANTA CRUZ

COUNTY OF SANTA CRUZ  
Human Services Department

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Jennifer Panetta, Chief Executive Officer

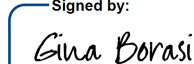
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Randy Morris, Director

Date: 2/10/2025

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

Signed by:  
  
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Risk Management

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Office of the County Counsel

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
PROPERTY AGENT INCENTIVE PROGRAM

I. AGREEMENT OVERVIEW

The County of Santa Cruz (COUNTY) through its Strategic Plan is committed to preventing homelessness and increasing housing stability for COUNTY residents. The Housing Authority of the County of Santa Cruz (CONTRACTOR) oversees a range of affordable housing and rental subsidy programs for qualifying low-income households in the County of Santa Cruz.

The COUNTY Human Services Department (HSD) is entering into a contract with CONTRACTOR to increase landlord, rental housing owner, or property manager (“property agent”) participation in tenant-based housing subsidy programs.

HSD is contracting for three types of property agent incentives as follows: the first incentive involves an **Owner Assurance** Fund for property agents that enter into a rental agreement with a tenant participating in one of the CONTRACTOR’s voucher programs. The second incentive is an **Initial Lease-Up** payment for property agents that enter into a rental agreement with a new tenant participating in one of the CONTRACTOR’s special population voucher programs serving households either at-risk-of or currently experiencing homelessness. The third initiative is a **Security Deposit Assistance** payment for property agents that enter into a rental agreement with a tenant participating in any of the CONTRACTOR’s voucher programs for a unit within the County’s unincorporated area or with a tenant who was experiencing homelessness within the County’s unincorporated area.

The qualifying special population tenant-based voucher/subsidy programs for the Initial Lease-Up payment include: Disabled Medically Vulnerable (DMV), Family Unification Program (FUP), Foster Youth to Independence (FYI), Welfare to Work (WtW), Homeless Families with Minor Children (HFMC), Veterans Affairs Supportive Housing (VASH), Mainstream, Stability Vouchers, and Shelter Plus Care. Additional homelessness designated vouchers may be included upon approval by COUNTY.

II. PERFORMANCE MEASUREMENTS\*

Result: participating households will obtain permanent housing	
How Many Services Will Be Provided?	Owner Assurance Fund: At least five (5) property agents will receive reimbursement for claims relating to a voucher tenant.
	Initial Lease-Up Incentive: At least 100 incentive payments will be provided to property agents that rent to tenants participating in a qualifying special population tenant-based voucher/subsidy program.
	Security Deposit Assistance payment: At least 45 deposit assistance payments will be provided to property agents that rent to tenants participating in one of the CONTRACTOR’s voucher programs for a unit within the County’s unincorporated area or with a tenant who was experiencing homelessness within the County’s unincorporated area

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<b>How Well Are Services Provided?</b>	Requests for Owner Assurance Fund incentives from property agents will be processed within 90 days of receipt.
	Requests for Initial Lease-Up Incentive payments from property agents will be processed within 30 days of Housing Assistance Payment (HAP) contract execution.
	Security Deposit Assistance payment will be processed within 5 business days of receiving a completed application.
<b>Is Anyone Better Off?</b>	At least 100 households moved into permanent housing with the support of qualifying special population tenant-based voucher/subsidy program over a 12-month period.

\*The Data Collection Tool is CONTRACTOR spreadsheet.

### **III. CONTRACTOR RESPONSIBILITIES**

#### **A. GENERAL**

1. CONTRACTOR shall make all reasonable efforts to provide concise and thorough information to interested or participating applicants or property agents including:
  - a. Responding to property agent inquiries promptly.
  - b. Assisting potential property agents with program details and guidance on how to complete the claim and request form(s), as necessary.
2. CONTRACTOR shall update the CONTRACTOR website when available Owner Assurance funding, Initial Lease-Up Incentive, or Security Deposit Assistance payment funding has been fully utilized.
3. CONTRACTOR shall track expenditures for the whole program, and by voucher type.
4. CONTRACTOR shall participate in the Santa Cruz County homeless Continuum of Care, also known as the Housing for Health Partnership<sup>1</sup>, as at minimum an “Organizational Member,” as may be amended, to the extent that it is required to execute services under this Agreement.
5. CONTRACTOR shall abide by the terms of all incorporated attachments (See Independent Contractor Agreement, section 13, Attachments).

#### **B. OWNER ASSURANCE FUND**

1. CONTRACTOR shall promote the Owner Assurance Fund to property agents at CONTRACTOR briefings and via CONTRACTOR website.

<sup>1</sup> <https://housingforhealthpartnership.org/>

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2. CONTRACTOR shall adhere to the following criteria for purposes of the Owner Assurance Fund:
  - a. Tenant eligibility for U.S. Housing and Urban Development (HUD) Housing Choice Voucher (Section 8) Program OR the Shelter Plus Care Program.
  - b. CONTRACTOR policies and procedures;
  - c. Tenant unit was within the County’s unincorporated area boundaries;
    - i. Approval for the Owner Assurance Fund to be used for tenant’s units located outside of the County’s unincorporated area boundaries, including in other counties, upon written approval of COUNTY.
  - d. Property agent had a valid housing assistance payment contract with the CONTRACTOR;
  - e. Property agent and tenant had an executed lease;
  - f. The unit passed a HUD Housing Quality Standards (HQS) inspection;
  - g. Program claim above the maximum claim amount may be reimbursed up to, but not over the maximum claim allowed per a given unit; and
  - h. The program claim was submitted within the terms of this Agreement.
3. CONTRACTOR shall post on its website and provide all tenants associated with an Owner Assurance Fund payment with information that:
  - a. Owner Assurance Fund claims may result in tenant debts owed to the Housing Authority.
  - b. Debts owed to the Housing Authority or to a landlord that are the result of program violations may be grounds for termination from the Housing Choice Voucher Program, or may result in denial of eligibility to transfer rental assistance.
  - c. To avoid termination of assistance, the Housing Authority may allow households with program violations resulting in debts owed to the Housing Authority or to a landlord to enter into a repayment agreement. Housing Authority shall provide necessary information regarding the repayment agreement.
4. CONTRACTOR shall reimburse property agents, as follows for the Owner Assurance Fund:
  - a. Claims that exceed the security deposit.
  - b. Claims that have sufficient documentation.

# HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

## PROPERTY AGENT INCENTIVE PROGRAM

- c. Claims for which the Property Agent attempted to collect damage expenses and/or unpaid rent balances from the tenant before filing a claim with the CONTRACTOR, if applicable.
- d. Claims up to the maximum amount of \$5,000 per unit/tenant.
  - i. The COUNTY shall fund the first \$2,500 of each claim, and the CONTRACTOR shall fund the remainder of the claim, up to the \$5,000 maximum per unit/tenant.
- e. Claims must be submitted to CONTRACTOR within 60 days of the tenant's vacate date.
- f. Claims for eligible expenses only:
  - i. Damages caused by tenant.
  - ii. Unpaid rent balances after tenant vacates the unit - up to four months' rent, late fees, and utilities.
  - iii. Vacancy loss in the event of vacancy due to lease termination (not expiration). The maximum claim is 100% of the contract rent for the first 30 days following the vacancy, and 80% of the contract rent for the following 30 days if the unit remains vacant.
  - iv. Legal fees associated with termination for lease violations and lease compliance.
- 5. CONTRACTOR shall process requests for Owner Assurance Funds within 90 days.
- 6. CONTRACTOR shall maintain financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28 including, but not limited to:
  - a. Records of all account transactions, including deposits, disbursements, and balances with an indication of or categorized by finding source.
  - b. Records of all Returned Grant Funds and the original source of those funds from COUNTY.
  - c. Records of all audits and resolutions of audit findings.

### C. INITIAL LEASE-UP INCENTIVES

- 1. CONTRACTOR shall promote the Initial Lease Up Incentive to property agents, voucher applicants and recipients of eligible special purpose voucher programs.
  - a. Units funded through either a Project Based Voucher (PBV) or Shelter Plus Care Project-Based Rental Assistance (PBRA) shall not be eligible for an Initial Lease-Up Incentive regardless of voucher type.

# HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

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2. CONTRACTOR shall adhere to the following eligibility criteria for the Initial Lease-Up incentive program:
  - a. Tenant is eligible for either the U.S. Housing and Urban Development Housing Choice Voucher (Section 8) Program or Shelter Plus Care Program;
  - b. CONTRACTOR policies and procedures;
  - c. Tenant's rental assistance is a special population voucher program listed in Overview above;
  - d. Property agent has submitted a valid housing assistance payment contract with the CONTRACTOR;
  - e. Property agent and tenant have submitted an executed lease to CONTRACTOR; and
  - f. The unit has passed a HUD HQS inspection.
3. CONTRACTOR shall request all households applying for special population tenant-based housing subsidy programs to complete a release of information (ROI) consent form that includes HSD as an Authorized Agency.
4. CONTRACTOR shall provide property agents who lease to special voucher recipients an Initial Lease-Up Incentive in the amount of \$2,000.
5. CONTRACTOR shall process requests for Initial Lease-Up Incentive payments to property agents within 30 days of HAP contract execution.

### D. SECURITY DEPOSIT ASSISTANCE PAYMENT

1. CONTRACTOR shall adhere to the following eligibility criteria for the Security Deposit Assistance payments:
  - a. Tenant is receiving or has been determined eligible to receive rental assistance through any program administered by CONTRACTOR.
  - b. Tenant's rental is within the County's unincorporated area boundaries; or
  - c. Tenant was experiencing homelessness within the County's unincorporated area.
    - i. CONTRACTOR may accept self-certification of homelessness.
  - d. CONTRACTOR may utilize income verification information already on file for eligibility determination.

### E. PARTICIPANT GRIEVANCES

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
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1. CONTRACTOR shall maintain an internal grievance and complaint procedure for participants participating in the project.
  - a. CONTRACTOR shall provide COUNTY with a copy of the internal grievance and complaint procedure at the outset of the term of this agreement.
  - b. CONTRACTOR shall notify COUNTY immediately of any grievances or complaints that may not get resolved internally, time is of the essence.
  - c. CONTRACTOR shall respond as soon as reasonably possible to any COUNTY request for information regarding any known or suspected grievance or complaint.
2. CONTRACTOR shall notify COUNTY immediately of any serious incident that arises in the provision of services to participants including: breaches of confidentiality, health and safety issues that impact participants or staff, issues that require law enforcement or emergency responder involvement, participants at risk of program closure and exit due to serious health and safety concerns, participants at-risk of eviction from housing, and other program operational concerns that impact or relate to CONTRACTOR performance (time is of the essence).

**IV. REPORTING**

1. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated performance measurement outcomes as noted herein page 1 of this scope of services. CONTRACTOR shall use a reporting template created by the COUNTY, which are due the last business day in January and the last business day in July, or within 30 days of receipt of COUNTY template. Failure to submit Semi-Annual Reports by the dates due may result in the withholding of payment for invoices until the report is submitted. The COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by the last business day in April. CONTRACTOR shall maintain records which shall include but not be limited to:
  - a. Records identifying the property address including the property agent, tenant, amount of assistance requested, amount of assistance provided, and purpose of assistance.
  - b. Records identifying the property addresses approved and/or denied assistance from the program by the CONTRACTOR and reason for denial.

**V. ADDITIONAL TERMS AND CONDITIONS**

- A. Corrective Action: CONTRACTOR shall perform the agreed upon services detailed in this scope of services, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR's failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also



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require the CONTRACTOR to participate in a Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see Independent Contractor Agreement, section 4, Early Termination).

- B. Federal Funding: CONTRACTOR certifies that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
- C. Uninterrupted Provision of Services: In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff shall be replaced within ninety (90) days of the start of staffing vacancies. Program or direct service staff vacancies not filled within ninety (90) days shall require CONTRACTOR to provide regular recruitment updates to COUNTY, and may result in modifying the Scope of Services and/or Terms of Payment of the agreement or termination of the agreement, if deemed necessary by COUNTY.
- D. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded fully or in part by this agreement (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to the COUNTY within ten (10) business days of occurrence.
- E. Instruction: CONTRACTOR shall provide this Scope of Services to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
- F. Subcontractors:
  - 1. CONTRACTOR shall be solely responsible for monitoring services provided by any subcontractor(s) and compensating subcontractors from the funds described in Attachment B – Terms of Payment, Amendment One. Failure to provide payment to subcontractors for agreed upon services to referred participants may be cause for Corrective Action, as described in Additional Terms and Conditions – V.A.
  - 2. CONTRACTOR shall ensure that any subcontractor complies with COUNTY requirements as outlined in this agreement.
- G. Consistency of Service: Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the COUNTY.
- H. Publicity and Outreach:

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1. CONTRACTOR shall obtain COUNTY approval prior to use of any program marketing materials indicated as a deliverable to or requirement of this agreement.
  2. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all marketing materials related to this agreement, including but not limited to flyers, brochures, written success stories, social media posts, and website information., and will obtain these directly from COUNTY authorized staff for approved uses.
  3. As a recipient of government funding, CONTRACTOR shall ensure that electronic documents and websites at minimum comply with the Americans with Disabilities Act (ADA)<sup>2</sup> requirements, and will make reasonable efforts to improve accessibility whenever possible.
- I. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-4706 or alan.villatuya@santacruzcountycalifornia.gov. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, the CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.

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<sup>2</sup> <https://www.ada.gov/>

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ**  
**PROPERTY AGENT INCENTIVE PROGRAM**

**I. BUDGET**

<b>FEE FOR SERVICE EXPENDITURES</b>			<b>AMENDED FY 24-25 PROGRAM COSTS</b>	
<b>PROPERTY AGENT INCENTIVES</b>	<b>UNITS</b>	<b>RATE</b>	<b>SUBTOTAL</b>	<b>TOTAL</b>
Owner Assurance	8	\$2,500	\$20,000	\$20,000
Initial Lease-Up	130	\$2,000	\$260,000	\$260,000
Security Deposit Assistance Administrative fee (10%)	45	\$4,000	\$180,000	\$200,000
			\$20,000	
<b>GRAND TOTAL</b>			<b>\$480,000</b>	<b>\$480,000</b>

1. COUNTY will pay CONTRACTOR for Owner Assurance up to \$2,500 per claim.
2. COUNTY will pay CONTRACTOR for Security Deposit Assistance up to an average of \$4,000 per unit.

**II. BUDGET MODIFICATION**

1. Transfers between budget categories within a specific fiscal year may be made only through a budget modification, which must be requested to the COUNTY in writing by the CONTRACTOR in advance of the modification, providing the transfer is less than 30% (cumulative), is within a single budget suffix of the approved budget, and is within the total original fiscal year budget.
2. Budget modification requests must be received no later than May 1st of the fiscal year in which the budget modification is applicable and must have prior approval by COUNTY authorized staff to be approved.
3. Other transfers of funds may only be approved through written approval of the Board of Supervisors and execution of a contract amendment. Contract amendments must be requested two calendar months prior to the proposed effective date of the amendment to allow time for the Board approval process.

**III. INVOICES**

1. CONTRACTOR shall provide monthly invoices, along with any required backup documentation, using an invoice template and/or web-based database created or approved by COUNTY, documenting services costs based on I. BUDGET.
  - a. Such payments shall be considered the full compensation for all personnel, materials, supplies, and equipment used by the CONTRACTOR in carrying out the work.
  - b. CONTRACTOR shall record all Owner Assurance repayments received from tenants, initially paid using COUNTY funds, as “credit” on future invoices.

## HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

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- c. Invoices are subject to review by COUNTY program and/or fiscal staff prior to payment to ensure costs meet funding source requirements. Funding source requirements are subject to change, and COUNTY will provide as much notice as reasonably possible regarding said changes. Costs not meeting funding source requirements may not be paid.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCU@santacruzcountycalifornia.gov within thirty (30) calendar days following the end of the month in which the services were provided, with the exception of year-end invoices for May and June.
3. CONTRACTOR shall submit May and June invoices, **representative of actual costs incurred to date** as reflected in clause 2. COMPENSATION of this Agreement, for specific fiscal years by 5 p.m. on the second calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.
4. CONTRACTOR shall submit final June invoice, **representative of actual costs incurred to date** as reflected in clause 2. COMPENSATION of this Agreement, for specific fiscal years by 5 p.m. on the second calendar Friday of July in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.

#### IV. BACK UP DOCUMENTATION

1. CONTRACTOR shall provide COUNTY the following information with each reimbursement request depending on the program:
  - a. Owner Assurance Funds
    - i. Amount of grant funds being requested for each property agent;
    - ii. Address of the unit; and
    - iii. Type of eligible expense claimed.
  - b. Initial Lease-Up Incentives
    - i. Voucher/Subsidy program;
    - ii. Voucher recipient profile information:
      1. Without a signed ROI form: Household configuration (family with minor children “family” or only persons age 18 and older “adult household”), gender, race, ethnicity, and veteran status (Yes or No).
      2. With a signed ROI form: All of the above information captured without an ROI form,

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plus client name, social security number, date of birth, participant's case management agency, and case manager's name; and

- iii. Move-in date for voucher recipient.
  - iv. Whether the voucher recipient has previously been associated with another Initial Lease-Up Incentive payment.
2. CONTRACTOR shall provide on monthly basis a status report on the grant funds to date, including fund balance for both programs.
3. CONTRACTOR shall provide quarterly progress reports to COUNTY within 30 days following the end of each quarter with the following information included:
- a. Number of property agent claims by type (Owner Assurance, Initial Lease-Up Incentive or Security Deposit Assistance)
  - b. Total amount of each incentive payment type provided for paid claims;
  - c. Status of total funding balance; and
  - d. Number of property agents who applied for the Owner Assurance Program but did not qualify for assistance from it and the reasons why they did not qualify.

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT  
DATA PRIVACY AND SECURITY CONFIDENTIALITY AGREEMENT

“CONTRACTOR”: Housing Authority of the County of Santa Cruz

## 1. PREAMBLE

Contractor, its employees, subcontractors, representatives, volunteers and agents (hereinafter collectively referred to as CONTRACTOR), is involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (COUNTY), and may have access to confidential data and personally identifiable information (PII) pertaining to persons and/or entities receiving services from the COUNTY (PARTICIPANT CLIENT). The COUNTY has a legal obligation to protect all such PII in its possession, with special consideration for PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that all PII shall be protected by CONTRACTOR.

Additionally, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or other vendors doing business with the COUNTY. As a condition of the attached agreement, CONTRACTOR agrees to these terms as well as adherence to Welfare and Institutions Code section 14100.2; Code of Federal Regulations section 431.300, section 45 Parts 160 & 164; Sections 453 and 1137 of the Social Security Act, and any other State and Federal regulations that also require confidentiality and privacy of client information, as applicable.

## 2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained while performing services outlined in this agreement that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes but is not limited to any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, biometric record, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.
- b. “Confidential Materials” includes:
  - i. All financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY, whether hard copy or electronic data; and
  - ii. All COUNTY proprietary information including but not limited to design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created, or provided to or by CONTRACTOR; and
  - iii. Any other proprietary information supplied to CONTRACTOR.
- c. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference to an information system which processes PII that is under the control of the COUNTY or the CONTRACTOR.
- d. “Secure environment” means any area where services are administered or where PII is used, disclosed, or stored in hard copy or electronic format.
- e. “Breach” refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other

than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

### 3. AGREEMENTS

- a. CONTRACTOR shall not to divulge to any unauthorized person, company, or organization any PII obtained while performing work pursuant to the attached agreement without the prior written consent of the PARTICIPANT CLIENT and/or COUNTY. **Unauthorized disclosure is a violation of County policy and a violation of law**, including, but not limited to Welfare & Institutions Code §10850.
- b. CONTRACTOR shall forward all requests received for the release of PII to COUNTY.
- c. CONTRACTOR shall maintain and protect Confidential Materials and PII against disclosure.
  - i. CONTRACTOR shall limit access and use of any PII to “business need” solely for the purpose of administering the program supported by this attached agreement.
  - ii. CONTRACTOR may not copy, modify, or delete any data unless CONTRACTOR receives prior written approval from HSD. CONTRACTOR shall not make or store printed or media copies of information unless there is a legitimate business need to do so. Copies shall be destroyed as soon as they are no longer needed.
  - iii. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion or termination of the attached contract.
  - iv. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials shall survive until the PII and Confidential Materials are destroyed or returned to COUNTY.
- d. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request.

### 4. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all individuals or entities involved in the services under this agreement and exhibit of the requirements concerning confidentiality in the handling of PII, including specifically that **Unauthorized disclosure is a violation of County policy and a violation of law**, including but not limited to Welfare & Institutions Code §10850, and can result in criminal prosecution up to and including incarceration and monetary fines.
- b. Unauthorized disclosure may result in termination of the attached agreement, civil and/or criminal action, or legal redress.
- c. CONTRACTOR individuals or entities involved in the services under this must perform the following security measures annually:
  - i. Complete an online training course regarding privacy and security to be provided by COUNTY, within thirty (30) days of provision to CONTRACTOR;
  - ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY, within thirty (30) days of provision to CONTRACTOR;

- iii. Conduct other activities related to assurance of information security, if directed by COUNTY.
- d. COUNTY will immediately terminate access to any COUNTY secure environment for CONTRACTOR or CONTRACTOR individuals/entities found to have unauthorized use of those environments.

## 5. PHYSICAL AND TECHNICAL SECURITY

- a. CONTRACTOR shall maintain, use and store all PII and information gathered pertaining to program PARTICIPANT CLIENTS in a secure environment.
- b. CONTRACTOR shall use secure systems to access, store, process and transmit PII, including industry standard encryption when necessary or appropriate.

## 6. MONITORING

In addition to audit of records, CONTRACTOR acknowledges that COUNTY and/or the state or federal government shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities conducted by CONTRACTOR which are associated with this agreement.

## 7. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

- a. CONTRACTOR shall implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, to be reviewed by COUNTY.
- b. CONTRACTOR shall report immediately to COUNTY Contracting Unit<sup>1</sup> and Security Compliance Officer<sup>2</sup> any actual or suspected Breach or Security Incident discovered by CONTRACTOR of its own secure environment or secure environment of any other person, company, or organization of which it becomes aware. Notice shall include all information known at the time and be made:
  - i. **Immediately upon discovery** of a suspected Security Incident that involves PII provided to CONTRACTOR by the COUNTY; and/or
  - ii. **In all cases within one working day of discovery.**

DocuSigned by:



0802CCFEFF6A479...  
Signature

2/10/2025

Date

Jennifer Panetta

Name

Executive Director

Title

<sup>1</sup> hsdccu@santacruzcountycalifornia.gov

<sup>2</sup> InformationSecurityOfficer@santacruzcountycalifornia.gov or (831)454-4840



COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT  
ASSURANCE OF COMPLIANCE  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

“CONTRACTOR”: Housing Authority of the County of Santa Cruz

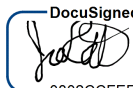
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42, and all relevant sections of the California Code of Regulations), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory as defined by Government Code Section 11135, to the effect that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance due in part or whole to protected status; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures, Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

DocuSigned by:



0802GCFE6A479...

Signature

Jennifer Panetta

Name

2/10/2025

Date

Executive Director

Title

## Certificate Of Completion

Envelope Id: 2ACE5F56-0808-48FA-AA76-F1438151EE55

Status: Completed

Subject: Complete with Docusign: 25W4121 Housing Authority Amendment One - BOS Meeting 3/11/2025.pdf

Source Envelope:

Document Pages: 17

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

HSD CCU

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

hsdcca@santacruzcountyca.gov

IP Address: 63.194.190.100

## Record Tracking

Status: Original

Holder: HSD CCU

Location: DocuSign

2/10/2025 12:57:49 PM

hsdcca@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

## Signer Events

Arthur G. Wille

arthur.wille@santacruzcountyca.gov

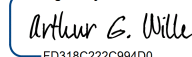
County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication (None)

## Signature

Signed by:

  
FD318C222C994D0...

## Timestamp

Sent: 2/10/2025 1:24:56 PM

Viewed: 2/10/2025 1:31:32 PM

Signed: 2/10/2025 1:33:21 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

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Accepted: 2/10/2025 1:31:32 PM

ID: f69504b0-ca78-4d2f-901b-c5d38b0412f4

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

  
E4EADC5BA53B4DB...

Sent: 2/10/2025 1:33:23 PM

Viewed: 2/10/2025 4:32:25 PM

Signed: 2/10/2025 4:33:20 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.227.171.252

## Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

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Jennifer Panetta

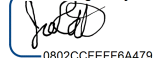
JennyP@hacosantacruz.org

Executive Director

Housing Authority of the County of Santa Cruz

Security Level: Email, Account Authentication (None)

DocuSigned by:

  
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Sent: 2/10/2025 4:33:22 PM

Viewed: 2/10/2025 4:43:04 PM

Signed: 2/10/2025 4:43:32 PM

Signature Adoption: Drawn on Device

Using IP Address: 209.37.103.155

## Electronic Record and Signature Disclosure:

Accepted: 5/24/2022 9:36:15 AM

ID: 19e5a06f-2671-4b6f-b975-540964fa4fc1

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

Certified Delivery Events	Status	Timestamp
Sara Harb Sara.Harb@santacruzcountyca.gov 4436 County of Santa Cruz Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 50.196.141.26 Viewed using mobile	Sent: 2/10/2025 12:58:37 PM Viewed: 2/10/2025 1:24:55 PM
Electronic Record and Signature Disclosure: Accepted: 4/6/2022 3:14:31 PM ID: a9149646-bd8c-4a1b-b106-82a3e40f01eb		

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/10/2025 12:58:37 PM
Certified Delivered	Security Checked	2/10/2025 4:43:04 PM
Signing Complete	Security Checked	2/10/2025 4:43:32 PM
Completed	Security Checked	2/10/2025 4:43:32 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.