

71. Approve first amendment to agreement with Encompass Community Services, increasing the amount by \$5,000, for a new total of \$103,000, to provide Family Urgent Response System 24-hour crisis response services, and take related actions ()



## **County of Santa Cruz Board of Supervisors**

### **Agenda Item Submittal**

**From:** Human Services Department

**Subject:** Approve First Amendment to Encompass Agreement for Family Urgent Response System Services

**Meeting Date:** June 24, 2025

**Formal Title:** Approve first amendment to agreement with Encompass Community Services, increasing the amount by \$5,000, for a new total of \$103,000, to provide Family Urgent Response System 24-hour crisis response services, and take related actions

### **Recommended Action**

1. Approve the first amendment to agreement 25W4094 with Encompass Community Services, increasing the amount by \$5,000, for a new total \$103,000, for Family Urgent Response System 24-hour crisis response services; and
2. Authorize the Director of Human Services to execute the amendment.

### **Executive Summary**

The Human Services Department (HSD) recommends the Board of Supervisors approve an amendment to an agreement with Encompass Community Services to increase the contract amount by \$5,000 to \$103,000 through the end of the contract term, June 30, 2025. The increase in funding will provide additional Family Urgent Response System 24-hour crisis response services for the Family and Children's Services (FCS) Division.

### **Discussion**

The Family Urgent Response System (FURS) for Caregivers and Children or Youth as codified in state law is defined as a coordinated system for in-person mobile response during situations of instability and to preserve the relationship of the caregiver and the child or youth. Specifically, the coordinated system requires collaboration between the state and county to implement the program, with a timely state-level phone-based response to crisis reporting, and a county-level in-home intervention of the reported crisis.

As originally approved by the Board on September 28, 2021, Encompass Community Services (Encompass) has provided FURS 24-hour crisis response services by answering approximately 17 calls from 10 callers and providing in-home interventions to 7 youth. Based on the relatively small number of responses indicated in standard semi-annual reporting and the State's requirement for additional details, expanded reporting requirements have been identified to support HSD's efforts to measure the performance of the contract.

The increase provides specifically for additional reporting reflective of State data collection requirements to facilitate HSD's review of the four-year pilot project. Data provided by Encompass will provide necessary information to assist HSD with further clarifying the overall success of the project and to continue to make informed decisions regarding the ongoing need for these services.

**Financial Impact**

The recommended actions do not require an additional General Fund contribution, as the increase is funded HSD's FURS allocation from the California Department of Social Services for this fiscal year and is not related to any proposed State cuts to this program for next fiscal year.

Contract No. 25W4047, Amendment One – Encompass Community Services

- 392120-62381-WCEC3-09940031 FURS

**Strategic Initiatives**

Operational Plan - Comprehensive Health & Safety

**Submitted By:**

Randy Morris, Director of Human Services

**Recommended By:**

Carlos J. Palacios, County Executive Officer

**Artificial Intelligence Acknowledgment:**

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

## FIRST AMENDMENT TO AGREEMENT

Contract No. 25W4094

This Amendment to the Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ENCOMPASS COMMUNITY SERVICES, hereinafter called CONTRACTOR. The parties hereto agree to amend Contract 25W4094 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 Family Urgent Response System (FURS) 24-hour crisis response services 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 \$103,000, 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.

E. Page 1, Section 3 titled "Term" of the Contract is deleted and replaced with the following:

**3. TERM.** The term of this Contract shall be: July 1, 2024 through June 30, 2025. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

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, "HSD Additional Requirements"  
Attachment D, "Data Privacy and Security Confidentiality Agreement"  
Attachment E, "Non-Discrimination Assurance of Compliance"

All other provisions of said Agreement shall remain the same.

SIGNATURE PAGE

**FIRST AMENDMENT TO AGREEMENT**

Contract No. 25W4094

ENCOMPASS COMMUNITY SERVICES

Signed by:

*Shellee Stopera*

3A4D2A472499407...  
Shellee Stopera, Chief Executive Officer

Date: 6/10/2025

APPROVED AS TO INSURANCE:

Signed by:

*Gina Borasi*

6/3/2025

E4EADC5BA53B4DB...  
Risk Management

COUNTY OF SANTA CRUZ  
Human Services Department

Randy Morris, Director

Date: \_\_\_\_\_  
Approved by Division Director

DS

*GL*

6/10/2025

APPROVED AS TO FORM:

Signed by:

*Arthur G. Wille*

6/3/2025

FD318C222C994DQ...  
Office of the County Counsel

ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM

DS  
*BL*

6/3/2025

I. CONTRACT OVERVIEW

Under the authority of state Family Urgent Response System (FURS) regulations and to provide crisis mobile response assistance, the County of Santa Cruz (COUNTY) Human Services Department (HSD) Family and Children’s Services division is contracting with Encompass Community Services (CONTRACTOR) to provide 24 hours-a-day/7 days-a-week, in-person mobile response during situations of instability for purposes of preserving the relationship of the caregiver and the child or youth; providing developmentally appropriate relationship conflict management and resolution skills; stabilizing the interpersonal situation; mitigating the distress of the caregiver or child or youth; connecting the caregiver and child or youth to the existing array of local services; and promoting a healthy and healing environment for children, youth, and families.

II. PERFORMANCE MEASUREMENTS

Result: Timely after-hours in-home crisis intervention and support to children, youth, and families currently or formerly in foster care will help to ensure placement stability.	
How Many Services Will Be Provided?	In-home response services provided to 100% of calls received that necessitate an in-person response.  <b>Data Collection Tool:</b> CONTRACTOR’s referral spreadsheet
How Well Are Services Provided?	95% of referred families will receive a timely* in-home response  95% of families with a closed child welfare case will be connected to resources and referrals in a timely* manner  <b>Data Collection Tool:</b> CONTRACTOR’s referral spreadsheet

\*See CONTRACTOR RESPONSIBILITIES below for clarification.

III. CONTRACTOR RESPONSIBILITIES

A. FURS

1. CONTRACTOR shall provide in-person, community-based response 24 hours-a-day/7 days-a-week, for a full 365-day year, including all weekends and holidays.
2. CONTRACTOR shall maintain a dedicated email address and phone number where CONTRACTOR can be contacted by and receive information from the statewide FURS hotline.
3. CONTRACTOR shall conduct in person response determinations based on receiving calls from the State FURS triage line hotline.
  - a. Statewide FURS hotline will provide CONTRACTOR with indication of timeliness required.

ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM

4. CONTRACTOR shall respond in-person preferably within one (1) hour but not to exceed three (3) hours for urgent needs and within 24 hours for non-urgent needs, as determined by the statewide FURS hotline.
  5. CONTRACTOR shall contact the identified COUNTY Family and Children's Services (FCS) social worker if there is an open child welfare case, or the COUNTY probation officer if the youth is justice-involved, within one (1) business day.
    - a. CONTRACTOR shall continue to provide urgent in-person response regardless of identified COUNTY staff availability.
  6. CONTRACTOR's in-person response shall include the following:
    - a. Identifying the underlying causes of, and precursors to, the situation that led to the instability;
    - b. Identifying any caregiver interventions attempted;
    - c. Observing the child and caregiver interaction when both are present at visit;
    - d. Diffusing the immediate situation;
    - e. Coaching and working with the caregiver and/or the child or youth in order to preserve the family unit and maintain the current living situation or to create a healthy transition plan, by coordinating with social worker or probation officer for active cases, or by providing linkages and referrals for services, if necessary;
    - f. Establishing connections to other county- or community-based supports and services to ensure continuity of care, including linkage to additional trauma-informed and culturally and linguistically responsive family supportive services and youth and family wellness resources; and
    - g. Identifying any additional support or ongoing stabilization needs for the family and developing a plan for, or referral to, appropriate youth and family supportive services within the county. Supportive services may also be available through community-based organizations, foster family agencies, or tribal agencies.
  7. CONTRACTOR shall follow up after the initial face-to-face response, for up to 72 hours, to determine if additional supports or services are needed.
  8. CONTRACTOR shall track calls in accordance with State data collection and reporting, as outlined in Attachment C, HSD Additional Requirements, paragraph I, REPORTING.
  9. CONTRACTOR staff shall attend Child and Family Team meetings (CFT) as necessary.
- B. CONTRACTOR shall abide by the terms of all incorporated exhibits (See Independent Contractor Agreement, section 13, Attachments).

Attachment A, Scope of Services, Amendment One, FY2024-25

Contract No. 25W4094

ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM

**IV. COUNTY RESPONSIBILITIES**

- A. After CONTRACTOR provides a list of families served to identified COUNTY staff, COUNTY will determine placement stability/disruption within three (3) months of receiving FURS by CONTRACTOR, as measured by COUNTY through the CMS/CWS database annually.

**V. MUTUAL RESPONSIBILITIES**

- A. CONTRACTOR and COUNTY will meet monthly to review client-level or case specific issues for program coordination.



**ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM**

**I. BUDGET**

<b>LINE-ITEM BUDGET</b>	<b>PROGRAM COSTS FY 2024-25</b>
<b>PERSONNEL COSTS - SALARIES &amp; BENEFITS</b>	<b>\$77,721</b>
<b>NON-PERSONNEL COSTS</b>	<b>\$8,334</b>
<b>PARTICIPANT COSTS</b>	<b>\$500</b>
<b>ADMINISTRATIVE OVERHEAD/INDIRECT COSTS</b>	<b>\$16,445</b>
<b>GRAND TOTAL</b>	<b>\$103,000</b>

- A. Payment will be made upon COUNTY's receipt and approval of a monthly invoice showing the services provided in the previous month satisfied the requirements of the Scope of Services.

**II. BUDGET MODIFICATION**

- A. Transfers between budget categories within a specific fiscal year may be made only through a budget modification, which must be requested by the CONTRACTOR to the COUNTY in writing in advance of the modification, providing the transfer is less than 30% (cumulative) of the total budget, is within a single suffix of the approved terms of payment, and remains within the total original fiscal year budget.
- B. Budget modification requests must be received no later than May 1st of the fiscal year in which the modification is applicable and must have prior approval by COUNTY authorized staff to be approved.
- C. 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**

- A. CONTRACTOR shall provide monthly invoices, along with any required backup documentation, examples of which are specified below, using an invoice template and/or web-based database created or approved by COUNTY, documenting services costs based on paragraph I. BUDGET.
1. 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.

ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM

2. CONTRACTOR shall provide additional documentation to validate specified charges on invoices (e.g., receipts, statements) within three (3) days of request from COUNTY.
- B. Monthly invoices shall be submitted via email to COUNTY authorized staff at [HSDCCU@santacruzcountycalifornia.gov](mailto: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.
- C. CONTRACTOR shall submit May and June invoices, **representative of actual costs incurred to date** as reflected in paragraph 2. COMPENSATION of this Contract, for the applicable fiscal years by 5 p.m. on the second calendar Friday of June of that 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.
- D. CONTRACTOR shall submit final June invoice, **representative of actual costs incurred to date** as reflected in paragraph 2. COMPENSATION of this Contract, for the applicable fiscal years by 5 p.m. on the second calendar Friday of July following the close of that 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.

ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT  
ADDITIONAL REQUIREMENTS

- I. REPORTING:** CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program terms of payment issues/challenges as well as progress towards PERFORMANCE MEASUREMENTS as outlined in Attachment A, Scope of Services. CONTRACTOR shall use a reporting template created or approved by COUNTY. Reports are due the last business day in January and the last business day in July, or within thirty (30) days of receipt of COUNTY template, whichever is later. Failure to submit complete Semi-Annual Reports and/or promptly comply with COUNTY request for additional clarification by the dates due may result in the withholding of payment for invoices until the report is approved. COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by April 30 for each fiscal year of this Contract term.
- A. CONTRACTOR shall provide monthly itemization of charges as per Attachment B, Terms of Payment in Microsoft Excel format.
- B. CONTRACTOR shall track calls using a COUNTY-provided template to be submitted to COUNTY with semi-annual reporting, reflective of State data collection and reporting as outlined by COUNTY.
1. One cumulative report shall be due on the last business day in January 2026, using the specific COUNTY template provided on 03/28/2025, representative of all FURS-appropriate calls received since July 1, 2022.
2. All such data shall be deidentified for confidentiality of those served.
- C. New Contracts taking effect later than July 1 of a fiscal year will be subject only to those reports deemed reasonable by COUNTY.
- D. COUNTY reserves the right to request additional report(s) for review, audit or other applicable business processes.
- E. CONTRACTOR shall comply with COUNTY request for additional clarification, reports, or documentation within 30 days of receipt of COUNTY request.
- F. This paragraph I. REPORTING shall survive the termination or expiration of this Contract.
- II. NOTIFICATION OF CHANGES IN SERVICE**
- A. CONTRACTOR shall notify COUNTY of any interruptions, challenges, or failure to complete services as described in Attachment A, Scope of Services.
- B. 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 Contract (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.
- C. CONTRACTOR may terminate this Contract without cause upon at least thirty (30) calendar

ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM

days advance written notice which states the effective date of the termination.

D. CONTRACTOR shall notify COUNTY within 24 hours upon discovery of any incident that arises in the provision of services including, but not limited to: breaches of confidentiality, workplace safety or health hazards, involvement of law enforcement and/or emergency responders, participants at risk of early project termination due to health and/or safety concerns, and participants at risk of eviction.

1. CONTRACTOR shall establish procedures for the investigation of such incidents and shall cooperate with any investigation COUNTY may wish to conduct.

2. Attachment D, Data Privacy and Security Confidentiality Agreement includes additional restrictions regarding breaches of confidentiality, and supersedes this paragraph II., D. as it relates to PII.

**III. UNINTERRUPTED PROVISION OF SERVICES:** In order to maintain uninterrupted services under this Contract, 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's 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 Contract or termination of the Contract, if deemed necessary by COUNTY.

**IV. INSTRUCTION:** CONTRACTOR shall provide Attachment A, Scope of Services to all of its employees who conduct activities under this Contract, so that CONTRACTOR staff clearly understand expected activities per this Contract. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this Contract, in the requirements of this Contract.

**V. SUBCONTRACTORS:**

A. 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. Failure to provide payment to subcontractors for agreed upon services to referred participants may be cause for Corrective Action, as described in paragraph VII, below.

B. CONTRACTOR shall ensure that any subcontractor complies with COUNTY requirements as outlined in this Contract.

**VI. 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.

**VII. CORRECTIVE ACTION:** CONTRACTOR shall perform the agreed upon services detailed in Attachment A, Scope of Services, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed therein. 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

**ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM**

and will also 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).

**VIII. FEDERAL/STATE/LOCAL FUNDING:**

- A. 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.

**IX. PUBLICITY AND OUTREACH:**

- A. CONTRACTOR shall obtain COUNTY approval prior to use of any project marketing materials indicated as a deliverable to or requirement of this Contract.
- B. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all marketing materials related to this Contract, 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.
- C. 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>1</sup> requirements, and will make reasonable efforts to improve accessibility whenever possible.

- X. **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 831-588-0692 or Adam.Spickler@santacruzcountycal.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.

- XI. **ARTIFICIAL INTELLIGENCE (AI):** CONTRACTORS who utilize generative AI tools or platforms in the process of providing services outlined within this Contract must comply with the County of Santa Cruz Artificial Intelligence Appropriate Use Policy.

- A. Available online at "2023/09/19 09:00 AM Board of Supervisors Regular Meeting - Web Outline - Santa Cruz County, CA" referenced as item #19 or DOC-2023-769 Artificial Intelligence Appropriate Use Policy.

- XII. **FOSTER CARE:** CONTRACTOR shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding the confidential nature of foster youth information, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating section 827 is guilty of a misdemeanor. CONTRACTOR may receive information that is confidential as a member of a foster youth's multidisciplinary team

---

<sup>1</sup> <https://www.ada.gov/>

Attachment C, HSD Additional Requirements, FY2024-25

Contract No. 25W4094

ENCOMPASS COMMUNITY SERVICES  
FAMILY URGENT RESPONSE SYSTEM

as permitted under Welfare and Institutions Code section 827(a)(1)(K) but shall not further disclose any such information to any third party unless authorized by the juvenile court or as otherwise permitted by law. This confidentiality provision shall survive the termination, expiration, or cancellation of this Contract.

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

CONTRACTOR: ENCOMPASS COMMUNITY SERVICES

**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 this 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 Contract 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 Contract 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 Contract.
  - 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 Contract and Attachment 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 this Contract,, 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 Contract.

## 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.**

Signed by:  
  
 3A4D2A472199407...  
 Signature

Shellee Stopera  
 Name

6/10/2025  
 Date

CEO  
 Title

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

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

Attachment E, Non-Discrimination Assurance Compliance

Contract No. 25W4094

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

CONTRACTOR: ENCOMPASS COMMUNITY SERVICES

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.

Signed by:  
  
 3A4D2A472199407...  
 Signature

Shellee Stopera  
 Name

6/10/2025  
 Date

CEO  
 Title

## Certificate Of Completion

Envelope Id: 73D263DA-46D8-4762-B7D9-DBA7485DCBAE

Status: Completed

Subject: Complete with Docusign: Amendment One 25W4094 Encompass FURS AMS#25-1931, 6/24/2025.pdf

Source Envelope:

Document Pages: 15

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 2

HSD CCU

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

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

hsdccc@santacruzcountyca.gov

IP Address: 2600:6c52:763f:

## Record Tracking

Status: Original

Holder: HSD CCU

Location: DocuSign

6/2/2025 4:55:04 PM

hsdccc@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

## Signer Events

## Signature

## Timestamp

Beth Landes

<sup>DS</sup>  
*BL*

Sent: 6/2/2025 5:08:11 PM

Beth.Landes@santacruzcountyca.gov  
x4380

Viewed: 6/3/2025 11:03:45 AM

Signed: 6/3/2025 11:05:25 AM

County of Santa Cruz

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 73.162.3.135

## Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 9:33:40 AM

ID: 051b1daf-7103-4480-ae1f-04c3216d7057

Arthur G. Wille

Signed by:

*Arthur G. Wille*  
FD318C222C994D0...

Sent: 6/3/2025 11:05:26 AM

arthur.wille@santacruzcountyca.gov

Viewed: 6/3/2025 3:25:17 PM

County of Santa Cruz

Signed: 6/3/2025 3:30:42 PM

Assistant County Counsel

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 63.194.190.100

## Electronic Record and Signature Disclosure:

Accepted: 6/3/2025 3:25:17 PM

ID: b8088e5f-8f0c-46a7-b33a-4500da877fab

Gina Borasi

Signed by:

*Gina Borasi*  
E4EADC5BA53B4D0...

Sent: 6/3/2025 3:30:44 PM

Gina.Borasi@santacruzcountyca.gov

Viewed: 6/3/2025 9:28:53 PM

Risk Manager

Signed: 6/3/2025 9:29:26 PM

County of Santa Cruz

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 24.6.202.106

## Electronic Record and Signature Disclosure:

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

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Shellee Stopera

Signed by:

*Shellee Stopera*  
3A4D2A472199407...

Sent: 6/3/2025 9:29:28 PM

shellee.Stopera@encompasscs.org

Resent: 6/10/2025 1:09:16 PM

Security Level: Email, Account Authentication  
(None)


Viewed: 6/10/2025 1:51:36 PM

Signed: 6/10/2025 1:52:04 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.252.134.38

## Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/4/2025 1:56:00 PM ID: 11aa6c18-72bd-4e9a-bbf4-17ef59ec16a2		
Gloria Carroll Gloria.Carroll@santacruzcountyca.gov Division Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.249.147.84	Sent: 6/10/2025 1:52:05 PM Viewed: 6/10/2025 3:53:50 PM Signed: 6/10/2025 3:54:06 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/15/2024 8:46:57 PM  
ID: 7f8070e0-50b9-4709-a3a0-e90bab55df26

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
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/2/2025 5:08:11 PM
Certified Delivered	Security Checked	6/10/2025 3:53:50 PM
Signing Complete	Security Checked	6/10/2025 3:54:06 PM
Completed	Security Checked	6/10/2025 3:54:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

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.

### **To withdraw your consent with County of Santa Cruz**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- 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..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.