



**County of Santa Cruz Board of Supervisors  
Agenda Item Submittal**

**From:** Human Services Department: Administration Services Division  
(831) 454-4130

**Subject:** Housing for Health Six-Month Update

**Meeting Date:** August 9, 2022

**Recommended Action(s):**

1. Conduct Study Session to review updates related to addressing homelessness in the County of Santa Cruz and approve recommended policy priorities for the next six-month Housing for a Healthy Santa Cruz implementation cycle (Attachment A);
2. Accept and file progress reports on policy goals and program updates related to the 2022 Point In Time (PIT) Count of Persons Experiencing Homelessness and Housing for a Healthy Santa Cruz Framework Performance Measures (Attachment B), Temporary Housing and Rehousing Wave (Attachment C), Project Homekey (Attachment D) and Health Services Agency-Human Services Department Supportive Housing RFP (Attachment F);
3. Ratify executed contracts and agreements and accept and file updates related to preventing and ending homelessness (Attachment E): Community Bridges Contract# W4156 for \$300,000, California Rural Legal Assistance, Inc. Contract# W4157 for \$200,000, Community Action Board of Santa Cruz County, Inc. Contract# W4116 for \$1,110,400, and CFSC, Inc a purchase order for \$95,000;
4. Direct the Human Services Department to report back in 6 months, no later than the last scheduled Board meeting in February 2023, on the next Housing for a Healthy Santa Cruz six-month framework implementation cycle and related program updates.

**Executive Summary**

The Board of Supervisors (Board) and the Human Services Department (HSD) Housing for Health (H4H) Division established a schedule for Board study sessions on the implementation of the Housing for a Healthy Santa Cruz Framework for addressing homelessness at six-month intervals. This study sessions is the third six-month study session related to the implementation of the framework, marking the half-way mark of this three year plan. As part of these regular updates, the Board and H4H agreed to consolidate separately requested updates on this topic into a single study session.

**Background**

On March 9, 2021, the Board approved the Housing for a Healthy Santa Cruz strategic framework for addressing homelessness within the County. Prior to the formal adoption of this framework, the Board requested updates on specific programs related to

homelessness on separate board dates. Prior Framework study sessions took place August 10, 2021 and March 22, 2022. The Framework calls for action and six-month updates through February 2024. The list of attachments in Table 1 identifies core topics covered in the study session materials and recommend actions. Each attachment presents more detail on each topic area listed.

<b>Table 1: Housing for a Healthy Santa Cruz Study Session Topic Areas and Associated Attachments</b>	
Attachment A	<b>Six-Month Plan Status Update and Proposed July - December 2022 Plan</b> Overview of goals established for the January 1, 2022 - June 30, 2022 period as well as proposed goals for the current six-month period of July 1, 2022 - December 31, 2022.
Attachment B	<b>2022 Point in Time (PIT) Count of Persons Experiencing Homelessness Data and Framework Performance Measures</b> Overview of results submitted to the federal Housing and Urban Development Department (HUD) for the 2022 PIT count of persons experiencing homelessness within the County. Information on community performance relative to system performance goals established in the Housing for a Healthy Santa Cruz Framework.
Attachment C	<b>Temporary Housing and Rehousing Wave Update</b> Status update of shelter and transitional (temporary) housing capacity, COVID-19 shelter operations, and our current Rehousing Wave programs.
Attachment D	<b>Project Homekey Update</b> Status update on submitted Project Homekey applications from Santa Cruz County and plans for the next round of Homekey funding.
Attachment E	<b>Ratify Contracts and Agreements</b> Summary of agreements related to housing and homelessness over the past six-month period per prior direction.
Attachment F	<b>HSA and HSD Supportive Housing RFP</b> Summary of collaborative plans between HSA and HSD to develop a joint request for proposals to create more permanent supportive housing in the County using one-time funds secured independently by both departments. This attachment includes a Board requested update on the status of Whole Person Care housing funds secured by the Health Services Agency.

### **Analysis**

The Housing for a Healthy Santa Cruz Strategic Framework outlines a range of strategies to reduce point-in-time count unsheltered homelessness by 50% and overall homelessness by 25% over the period between January 2019 and January 2024. To reach the above population-level outcomes, the Framework identifies two core goals:

- Core Goal #1: Improve the effectiveness of all programs in helping people secure

housing.

- Core Goal #2: Expand capacity within the homelessness response system.

Each of the goals above have specific targets outlined in the Framework for countywide capacity and performance in the areas of shelter and transitional housing, rapid re-housing, and permanent supportive housing. The Framework calls for jurisdictions within the County to meet or exceed very low-income affordable housing development goals in their Regional Housing Needs Allocations (RHNA). The following four strategic work areas are identified for work plan development every six months: 1) Build a Coalition; 2) Prevent Homelessness; 3) Increase Connections, and 4) Expand Permanent Housing.

#### Six-Month Plan Update (Attachment A Summary)

Over the past six months, the H4H team made substantive progress on 26 of 26 six-month plan goals as outlined in Attachment A. Highlights from the January 1, 2022 to June 30, 2022 period include:

- Launching a new Continuum of Care governance structure and website with a new Policy Board and operations committee;
- Completion of the 2022 Point-In-Time count of persons experiencing homelessness;
- Applying for and securing Project Homekey funding to create new building-based supportive housing;
- Executing contracts to expand resources for eviction and homelessness prevention;
- Developing and starting implementation of plans to maximize utilization of permanent supportive housing vouchers.

In addition to working on these goals, H4H staff continued work in other Board priority areas. Two Homekey projects awarded funding are in unincorporated areas of the County demonstrating the County's policy commitment to create more housing units for people experiencing homelessness in these areas. The County is also exploring a Homekey Round 3 project application in unincorporated Watsonville. 2022 PIT Count data shows significant reductions in family and youth homelessness compared to 2019. The PIT estimated only 5 unsheltered families with children on the night of the count, demonstrating movement toward the established County policy goal of no unsheltered families. Homeward Bound resources continue to help some households find stability through connecting with family, friends, and other supports outside of Santa Cruz County. Across four contracted programs last fiscal year, \$24,171 was spent to help 66 households with 72 people move to stable housing outside of the County. Strategic fund consolidation coupled with increasing the number of entities accessing Homeward Bound resources could help expand the impact of this program.

H4H staff with support from Focus Strategies consultants have continued a planning process for redesigning the coordinated entry referral system known as Smart Path to Housing and Health with a goal to implement the changes over the next six months. Redesign efforts are focused on creating more emphasis on providing immediate help and problem solving, transparency, increased cross-sector collaboration, and strategic prioritization and matching based on realistic resource availability.

As six-month plan activities continue, H4H staff and partners monitor the impact of this work on the Point-in-Time (PIT) count of persons experiencing homelessness and Framework Performance measures over time.

2022 Point in Time (PIT) Count of Persons Experiencing Homelessness Data and Framework Performance Measures (Attachment B Summary)

Measurement of progress on the Framework overall outcome goals requires the regular implementation of point-in-time counts of households experiencing homelessness. H4H staff in partnership with contractor Applied Survey Research (ASR) and community volunteers implemented the first step in an annual point-in-time count of households experiencing homelessness on February 28, 2022. The final full 2022 report release is expected within one to two months.

Initial 2022 PIT data submitted to HUD shows an overall increase in homelessness of 6% between 2019 and 2022 (from 2,167 people in 2019 to 2,229 people in 2022). When looking at specific categories of homelessness, the unsheltered population increased by 4% (from 1,700 in 2019 to 1,774 in 2022). This trendline is the opposite of the Framework's overall goals. However, when broken out by subpopulation, there is evidence of positive trends.

There was a 59% overall decrease in homelessness among families with children under 18 and a 94% decrease in unsheltered homelessness among families. The count estimated only five families were unsheltered on the night of the count. No unsheltered children under age 18 were identified in the count which is a 51 person decrease from 2019. Homelessness among youth aged 18 to 24 years old declined by 61% overall and among the unsheltered. Framework goals were exceeded for these subpopulations.

These trends were counterbalanced by significant increases in homelessness among veterans and people with disabilities that have had multiple or long episodes of homelessness - "chronically homeless." The 2022 PIT count data, indicates the number of "chronically homeless" people increased by 129% from 403 in 2019 to 921 in 2022. The 2022 data shows significant increases in the number of people with self-reported behavioral health and health problems experiencing homelessness. These populations are most effectively served by integrated, field-based, highly resourced health and human services coupled with permanently affordable housing. Increased resources and coordination will be required to meet the needs of this subpopulation of people experiencing homelessness in the County.

An analysis of HMIS and system capacity data over the last six months shows the following trends:

- Only meeting capacity targets with permanent supportive housing, but this capacity remains underutilized because it depends on higher level services than currently available coupled with securing housing options in the private market;
- A significant and anticipated temporary housing capacity gap due to declines in COVID shelter capacity and funding;
- Significant ongoing capacity gaps with rapid rehousing and very low-income affordable housing;
- Increased lengths of stay in all program types with static or modest improvements in housing outcomes;

- Gaps in rental stock and affordable rental stock are likely a significant contributing factor to increased lengths of stay and limited progress on rehousing rates

#### Temporary Housing and Rehousing Wave Update (Attachment C Summary):

As indicated above, overall temporary housing capacity in the County has declined significantly and predictably over the past six months due to the end of COVID-19 shelter operations. The closures are due to inadequate funding resources to sustain the operations. An estimated additional \$8.5 million per year of stable funding plus one-time site start-up funding is needed for the community to add the additional 213 beds needed to meet the Framework goal of 600 beds.

The City of Santa Cruz plans to use some one-time state funds to expand safe sleeping and shelter capacity within the City of Santa Cruz on a short-term basis. This expansion is focused on creating safe sleeping and shelter options for individuals living in the San Lorenzo Park “Benchlands” encampment. The County is working with the Central California Alliance for Health (Alliance) to collaboratively fund shelter capacity for the health care system with an anticipated addition of 80-100 bed capacity over the next six months. County staff are also working to secure funding to operate a 14-20 bed transitional housing program for youth experiencing homelessness within an unincorporated area of Watsonville. The absence of stable public funding to support year-round, low-barrier, service-enriched temporary housing programs is the primary barrier to expanding capacity within the County.

The Rehousing Wave programs were established using one-time state and federal resources to focus on helping participants in COVID-19 supported shelters to secure permanent homes. Since launching program operations in May 2021, the three Rehousing Wave teams have served over 323 people and 145 have obtained permanent housing as of the end of June 2022. Nearly all active participants enrolled in these programs have secured housing subsidy vouchers. Most of the vouchers secured, allow for use outside of Santa Cruz County. However, transitioning a voucher to another jurisdiction requires a high-level of coordination and collaboration across geographic boundaries and government agencies. Many program participants are also reluctant to expand their housing search areas due to local support networks and preferences. The lack of available private rental market owners and property managers willing to rent to participants remains the primary barrier to helping participants secure permanent homes within Santa Cruz County.

#### Project Homekey Update (Attachment D Summary)

The County submitted four applications for Project Homekey to secure over \$53.5 million in funding to create 155 more permanent supportive housing units within the County. Two of the four applications received funding award announcements - the Veterans Village (\$6,425,000) and Park Haven Plaza (\$10,660,000). The Step-Up in Watsonville proposal to convert a hotel used for COVID-19 hotel sheltering into permanent supportive housing was not supported for funding in this round. The Housing Matters River Street proposal is still pending a final decision. Separate Board action items will be brought to the Board related to supporting the next phases of work with the Veterans Village and Park Haven Plaza projects. County staff has submitted an appeal of the proposed Watsonville project with HCD.



HSD staff anticipate submitting at least two Homekey applications during the next round of Homekey funding. One application will be for the youth transitional housing project in an unincorporated area near Watsonville. An application for funding to support one or more projects on the Housing Matters Coral Street campus is also anticipated. If the appeal of the Watsonville proposal is not successful, HSD anticipates updating and resubmitting a proposal in the next round. Other potential projects worthy of County Homekey application support may come to the attention of staff over the next few months.

#### Ratify Contracts and Agreements (Attachment E Summary)

Over the past six-month period, HSD staff have executed a series of contracts and agreements to support Framework and Board-approved objectives. This memo requests Board ratification of these agreements. The agreements include three contracts related to expansion of eviction and homelessness prevention efforts over the next year, a Homekey predevelopment contract related to supporting the creation of a transitional housing program for youth experiencing homelessness, and a one-time data sharing agreement between the Alliance and HSD to support the preparation and submission of state housing and homelessness related funding applications.

#### HSA and HSD Supportive Housing RFP (Attachment F Summary)

HSA and HSD have secured one-time funding totaling \$4,642,337 to expand permanent supportive housing capacity for people with disabilities. The departments are developing an RFP process designed to solicit proposals that generate the largest number of population-dedicated, high quality, and long-term affordable supportive housing units at the lowest price per unit.

#### **Financial Impact**

There is no financial impact associated with this study session and associated materials. Additional progress on Housing for a Healthy Santa Cruz overall goals will require additional resource and financial investments from multiple sources.

The contract award from the supportive housing RFP will be jointly funded by HSD and HSA, utilizing a combination of Housing and Disability Advocacy Program (HDAP) funding of \$2,000,000 and Whole Person Care grant funds of \$2,642,337.

#### **Strategic Plan Element(s)**

2.D Attainable Housing: Homelessness

#### **Submitted by:**

Randy Morris, Human Services Director

#### **Recommended by:**

Carlos J. Palacios, County Administrative Officer

#### **Attachments:**

- a Six Month Plan Status Update and Proposed July - December 2022 Plan - Attachment A
- b PIT Count and Framework Performance Measures - Attachment B
- c Shelter and Rehousing Wave Update - Attachment C
- d Project Homekey Update - Attachment D
- e Ratify Contracts and Agreements - Attachment E
- f HSA and HSD Supportive Housing RFP - Attachment F
- g Contract W4156-Community Bridges
- h Contract W4157-CRLA Eviction & Homeless Prevention Agreement
- i Contract-W4116 CAB Housing Assistance Fund
- j ADM-29 W4116 Community Action Board
- k ADM-29 W4156 Community Bridges
- l ADM-29 W4157 CRLA

**Attachment A:  
Six-Month Plan Status Update and Proposed July – December 2022 Plan**

Between January and June 2022, the Housing for Health (H4H) Division of the Human Services Department (HDS) in partnership with other key stakeholders implemented the third six-month plan associated with the Board adopted Housing for a Healthy Santa Cruz Framework (Framework) to address homelessness. Twenty-six goals articulated for this period were accomplished or partially accomplished. Several goals require continued effort in the next six-month plan period.

***Six Month Plan (January – June 2022) Implementation Update***

Table 1 – Six-Month Goal Summary provides high-level information on the status of 26 goals across four strategic work areas.

<b>Table 1: Six-Month Goal Summary (January – June 2022)</b>		
<b>Build a Coalition</b>		
<b>Goal</b>	<b>Status</b>	<b>Next Steps</b>
1. Implement the new Continuum of Care (CoC) governance structure including hosting orientation meetings for new members and launching new board and committee meetings.	<input checked="" type="checkbox"/> Orientation materials for new members completed and distributed. Orientation meeting held. Three Policy Board meetings held to date. Online materials: <a href="#">Housing for Health Partnership Policy Board</a>	Continue improving meeting structure and process. Identify and select chair and co-chair for Policy Board. Increase consumer/lived experience feedback and involvement in Continuum of Care (CoC) meetings and activities.
2. Transition the Homeless Action Partnership (HAP) website and communications to an updated Housing for Health Partnership (H4HP) site that includes opportunities for becoming CoC members.	<input checked="" type="checkbox"/> Website updated to reflect name change, new Policy Board structure, and opportunity to become a member of the collaborative effort: <a href="#">Housing for Health Partnership (list-manage.com)</a> .	Continue efforts to improve website and communications. Increase the number of individuals and organizations signed up as CoC members.



<b>Goal</b>	<b>Status</b>	<b>Next Steps</b>
<p>3. Continue efforts to clarify city and county roles and responsibilities in addressing homelessness and encampments.</p>	<p>✔ Organized meetings with regional office of the United States Interagency Council on Homelessness (USICH), County, and City of Santa Cruz staff. Continued discussions on city and county roles and responsibilities. Draft principles document circulated with staff from City of Santa Cruz and Watsonville.</p>	<p>Continue discussions on roles and responsibilities with cities. Work toward documenting shared agreements on principles related to addressing homelessness and encampments.</p>
<p>4. Continue to apply for and secure additional available one-time and ongoing state and federal funding to address homelessness.</p>	<p>✔ Submitted Homeless Housing Assistance and Prevention (HHAP) and Family Homelessness Challenge Grant proposals. Collaborated with Central California Alliance for Health (Alliance) to submit Housing and Homeless Incentive Program (HHIP) application.</p>	<p>Continue to seek out funding opportunities related to addressing homelessness. In next six months, work to prepare California Emergency Solutions Grant (ESG), HUD unsheltered homelessness grant, annual HUD CoC Notice of Funding Opportunities (NOFO) proposals, and Project Homekey Round 3 submissions.</p>
<p>5. Explore the establishment of a Housing for Health vendor pool to streamline county procurement and contracting processes to more efficiently mobilize resources to meet urgent community needs.</p>	<p>✔ Through consultation with the General Services Department, County Counsel, and CAO developed a Request for Qualifications (RFQs) to solicit pool of qualified vendors to deliver services related to preventing and ending homelessness. Project designed to expand number of qualified vendors, streamline vendor selection and contracting, and develop more organized approach for tracking contracts.</p>	<p>Bring proposed vendor pool policies and procedures and initial pool of vendors to Board of Supervisors for formal action in fall of 2022.</p>

<b>Goal</b>	<b>Status</b>	<b>Next Steps</b>
6. Implement the 2022 point-in-time (PIT) count and work with Applied Survey Research to complete a draft 2022 summary report.	✔ 2022 PIT count and survey were completed in last six months. Initial results of count were submitted to HUD. Update on this data included as a separate Board attachment.	Finalize and publicly share full 2022 PIT count report. Develop specific action steps to address trends identified in the data.
7. DRAFT proposed changes to the Smart Path to Housing and Health coordinated entry policies and procedures for review and approval by the H4HP Policy Board.	✔ DRAFT changes to coordinated entry presented to Policy Board and Operations Committee. Revisions and modifications continuing.	Finalize and begin implementation of new coordinated entry policies and procedures.
8. DRAFT proposed emergency shelter standard operating procedures for review and approval by the H4HP Policy Board.	✔ Second DRAFT completed based on initial feedback received.	Develop final DRAFT for Housing for Health Partnership Policy Board consideration.
9. Partner with the Alliance to secure HHIP funds and to deepen collaborations through California Advancing and Innovating Medi-Cal (CalAIM).	✔ Worked with the Alliance to help with their HHIP proposal submission through data sharing, review, and feedback on their proposal. Developed plans for collaborative funding of housing and service resources with community providers.	Support Alliance expansion of housing-related community support services including temporary housing capacity. Continue data integration and sharing collaborative efforts. Support Alliance to meet HHIP deliverables for receipt of funding. Plan HHIP funding investments collaboratively with the Alliance.
10. Hire additional H4H staff to focus on HMIS data quality improvement and reporting efforts, including the introduction of provider-based performance measurement reports.	✔ New Analyst hired in Human Services Department business analytics unit to help with HMIS data analysis and reporting. Hiring still in process for provider data collection and quality support role.	Complete hiring and training of new staff. Involve new staff in relationship building with providers and implementation of new HMIS policies and procedures.

<b>Prevent Homelessness</b>		
<b>Goal</b>	<b>Status</b>	<b>Next Steps</b>
11. Continue to work with California Housing and Community Development (HCD) to fully utilize the Santa Cruz County emergency rental assistance funding available through the U.S. Treasury.	<input checked="" type="checkbox"/> Continued collaborative effort with HCD on Housing Is Key program to help encourage application submission and processing. Worked to support Local Partner Network (LPN) providers in work with HCD. Executed urgent contracts with providers to expand their capacity. As of July 15, 2022 2,245 County households received assistance, \$24.5M in rent, and \$378,296 in utilities paid out. Only 28 applications still in review and in processing stages at HCD.	Work with eviction and homelessness prevention contracted providers to support households that received one-time financial assistance to retain housing and avoid evictions. Copies of executed contracts and additional updates included as Attachment E.
12. Work with the Adult and Long-Term Care Division of the Human Services Department to implement an enhanced collaborative homelessness prevention and rehousing program for Adult Protective Services (APS) clients with CA Home Safe funding.	<input checked="" type="checkbox"/> Secured Home Safe funding for next fiscal year. Obtained budget approval to add a Social Worker II position in H4H to support implementation of the project.	Update and augment contract with Community Action Board for Home Safe financial assistance. Recruit and train Home Safe Social Worker II position within H4H. Launch updated program for APS clients experiencing homelessness or at risk of becoming homeless.

13. Explore the creation of a family homelessness prevention and rehousing collaborative partnership with one or more school districts in the County.	<input checked="" type="checkbox"/> Explored this partnership as part of our Family Homelessness Challenge grant submission. Community Action Board received \$314,550 in CORE funding to implement South County Housing Collaborative that includes Pajaro Valley Unified School District. CAB received additional one-time funding to support homelessness and eviction prevention work in South County.	Provide H4H support to South County Housing Collaborative. Augment planned efforts if Family Homelessness Challenge Grant funding received. Improve utilization of HMIS for tracking and reporting on outcomes associated with efforts.
<b>Increase Connections</b>		
<i>Goal</i>	<i>Status</i>	<i>Next Steps</i>
14. Provide support for the launch of the Healing the Streets multi-disciplinary outreach programs in the cities of Santa Cruz and Watsonville.	<input checked="" type="checkbox"/> Linked Healing the Streets Team with HMIS and housing problem solving/coordinated entry workgroup. Participated in planning meetings with Behavioral Health staff related to implementation. Involved Healing the Streets in HMIS outreach module implementation.	Work to support Healing the Streets Program with staff recruitment, hiring, and training given significant position vacancies. Link Healing the Streets with Encampment Response Grant program. Increase linkages between Healing the Streets and CalAIM resources related to health and homelessness.
15. Launch the utilization of the HMIS outreach module to improve coordination, communication, and reporting on efforts to assist unsheltered people in the County.	<input checked="" type="checkbox"/> Completed design and build out of outreach module for Santa Cruz County. Key organizations received training and implementation support for use of module.	Test and improve use of module starting with “Benchlands” encampment in the City of Santa Cruz. Provide ongoing technical assistance and support for providers using module.
16. Continue to support a Housing Problem Solving workgroup that includes resource sharing, capacity building, and staff training opportunities.	<input checked="" type="checkbox"/> H4H staff continue to support a small housing problem solving and coordinated entry workgroup to develop capacity in this area.	Shift toward regular “connectors” workgroup with staff linked with new coordinated entry process that receive ongoing training/support related to housing problem solving.

<b>Goal</b>	<b>Status</b>	<b>Next Steps</b>
17. Support the closure of COVID shelters and minimize the number of individuals exiting to the streets at the time of shelter closures.	<input checked="" type="checkbox"/> All COVID-related and supported shelters have closed to guests. Rehousing wave program supports continue for enrolled clients. Three sites closed over the past six-month period include two COVID-19 hotels and the Armory county-funded shelter. Additional information in Attachment C.	Complete close out of COVID shelter contracts and staffing. Support continued rehousing wave efforts for those previously in COVID shelters and enrolled in rehousing wave programs.
18. Work with local jurisdictions and other partners to identify stable locations, operators, and funding for year-round, housing-focused, low-barrier emergency shelter.	<input checked="" type="checkbox"/> Continued discussions with City of Watsonville and City of Santa Cruz staff about potential locations for temporary housing. Also continue to explore options in unincorporated areas of the County. Lack of one-time start-up and dedicated ongoing funding remain significant barriers to expanding shelter. Additional updates on this topic in Attachment C.	Work with Alliance on a potential health-focused sheltering program. Participate in design charette process with Housing Matters and City of Santa Cruz to develop plans for improvement to Coral Street campus in Santa Cruz. Work with Salvation Army in Watsonville to explore potential improvements to their shelter location.
19. Explore the possibility of a transitional housing program for homeless youth in unincorporated Santa Cruz County.	<input checked="" type="checkbox"/> Worked with CFSC, Inc. and Planning Department on plans to convert an existing children's residential facility to transitional housing for youth in unincorporated area of Watsonville. Planning to submit Homekey Round 3 application for project. HHAP funding proposal including request for operational funding for this project.	Execute and implement predevelopment contract with CFSC, Inc. to help prepare for Homekey application. Work on HUD youth grant transfers to Covenant House to support proposed project and linkage with rapid rehousing resources. Begin development of proposed scope and budget for project. Prepare and submit Homekey application.

20. Develop a centralized targeted homelessness prevention, housing problem solving, and rehousing assistance fund that multiple entities can access through a standardized referral and application process.	<input checked="" type="checkbox"/> Contract scope drafted and executed for centralized fund. Policies, procedures, and program forms drafted.	Update and augment existing contract with additional funding sources. Finalize policies, procedures, and forms. Market and launch new program with key community partners.
<b>Expand Permanent Housing</b>		
<i>Goal</i>	<i>Status</i>	<i>Next Steps</i>
21. Develop more education and communication materials on affordable housing and permanent supportive housing.	<input checked="" type="checkbox"/> Updated Housing for Health partnership website to include information about Project Homekey, supportive housing, and County proposed projects. Participated in media events and community meeting related to supportive housing and Project Homekey. Supported outreach event conducted by Abode Services related to housing voucher programs.	Continue to expand and enhance communication and education efforts. Work toward filling approved outreach and education position for H4H in FY 22/23 budget. Deepen partnership efforts with Housing Santa Cruz County that also provides information and educational materials on affordable and supportive housing.
22. Work with local jurisdictions throughout the County to explore ways to support progress on affordable housing and supportive housing developments.	<input checked="" type="checkbox"/> Continued a monthly county staff housing and capital facilities planning meeting. Engaged with city staff on potential affordable housing developments in their jurisdiction.	Develop plans for strategic release of one-time supportive and affordable housing development funding in partnership with Community Development and Infrastructure (CDI) Department and Behavioral Health. Continue coordination meetings with city staff on projects and funding opportunities. Explore changes to HUD entitlement funding status for the County in collaboration with city partners.



<p>23. Develop more consistent and standardized approaches for marketing, incentives, and support linked with permanent supportive housing voucher programs.</p>	<p>✔ Developed plans for creating greater incentive consistency across programs. Drafted updated contract with Housing Authority for FY 22-23 that includes updated incentives. Discussed methods for updating outreach and marketing approach.</p>	<p>Finalize voucher incentive contract with Housing Authority. Continue work with Housing Authority and Abode Services related to property owner/manager outreach. Work on policy advocacy to increase federal limits from 20% to 50% on “project-based” authority to link vouchers with specific affordable housing buildings rather than restricting use to private rental market.</p>
<p>24. Support Project Homekey application submissions and project development work for projects that receive Project Homekey funding.</p>	<p>✔ H4H and partners worked together to submit four Project Homekey Round 2 funding applications requesting over \$53.5M in funding for the creation of 155 new permanent supportive housing units. Two projects received award letters, one project is still pending an award notification, and one project received a denial letter. Additional Homekey updates are included in Attachment D.</p>	<p>Recommend Board action to support Vets Village project with predevelopment expenses and county with grant award fiscal management and monitoring support for Homekey. Continue collaborative support of awarded projects. Submit at least two Homekey Round 3 applications in 2022.</p>
<p>25. Enhance efforts to help people with disabilities apply for and receive Social Security disability benefits to increase their incomes and close the housing affordability gap.</p>	<p>✔ H4H secured funding to contract for social security advocacy database services and for legal advocacy.</p>	<p>Develop and begin implementation of a Social Security disability advocacy project plan. Plan will include selection and contracting with vendors for advocacy data management and legal services.</p>
<p>26. In collaboration with other County departments, issue a competitive supportive housing Request for Proposals (RFP) utilizing funds secured by HSA and H4H.</p>	<p>✔ Initiated discussions with CDI and Behavioral Health regarding a collaborative RFP for supportive housing. Decided to synchronize release with other funding opportunities.</p>	<p>Draft and plan for release of RFP for supportive housing funding.</p>

### **Six Month Plan (July to December 2022)**

Table 2 - H4H Division staff have identified the following key elements for inclusion in the next six-month implementation plan:

<b>Table 2 – Six-Month Plan Goals (July – December 2022)</b>
<b>Build a Coalition</b>
<i>Goals</i>
1. Modify an existing contract with Applied Survey Research to increase consumer/lived experiencing involvement in improving the Housing for Health Partnership effort.
2. Begin preparation for the 2023 PIT count of persons experiencing homelessness.
3. Partner with United Way of Santa Cruz County/2-1-1 and Housing for Health Partnership organizations to update and improve community information and referral resources related to preventing and ending homelessness.
4. Support Housing Matters and their CORE contract funded “Community Conversations on Homelessness” program to provide individuals with lived experience of homelessness opportunity to speak and share their stories in public forums and through other means.
5. Gather feedback from city managers on a draft document outlining principles related to city and county roles and responsibilities in addressing homelessness at the local level of government.
6. Prepare and support funding applications related to housing and homelessness for submission over the next six months, including but not limited to, California Emergency Solutions Grant (ESG), California Project Homekey Round 3, HUD unsheltered homelessness grant, and HUD CoC annual funding competition.
7. Bring proposed vendor pool policies and procedures and initial pool of vendors to Board of Supervisors for action in fall of 2022.
8. Finalize and publicly share 2022 PIT count report. Develop specific action steps to address trends identified in the data.
9. Finalize and begin implementation of new coordinated entry policies and procedures.
10. Develop final DRAFT emergency shelter standards for Housing for Health Partnership Policy Board consideration review and approval.
11. Support the Central California Alliance for Health in efforts to expand housing-related community support services funded by the Alliance.
12. Finalize and obtain CoC approval of new Homeless Management Information System (HMIS) policies and procedures.
13. Continue data integration and sharing collaborative efforts with the Santa Cruz Health Information Organization (SCHIO), Health Services Agency, other Human Services Department Divisions, Central California Alliance for Health, and community partner agencies. Support Alliance to meet HHIP deliverables for receipt of funding. Plan HHIP funding investments collaboratively with the Alliance.
14. Provide support to the Central California Alliance for Health in implementing their HHIP plan and strategically investing funds received through this program.

15. Complete hiring and training of nine new H4H staff positions to fill key roles related to direct services, community education and outreach, provider data quality support and management, grant management and reporting, and community meeting and partnership coordination.
16. Work to support community providers with staff recruitment, hiring, and training.
17. Expand training and support related to the implementation of strength-based care management among community providers.
18. Increase the number of members signed up to participate in the Housing for Health Partnership effort.
19. Work with CDI Department and city partners on exploration of development of an urban county HUD entitlement jurisdiction to increase direct local HUD resource allocations.
<b>Prevent Homelessness</b>
<i>Goals</i>
20. Work with eviction and homelessness prevention contracted providers to support households that received one-time financial assistance to retain housing and avoid evictions.
21. Complete hiring and contracting necessary to launch an expanded Home Safe program to help APS clients retain or obtain housing.
22. Provide H4H staffing support to CORE funded South County Housing Collaborative. Augment planned efforts if Family Homelessness Challenge Grant funding is received. Improve utilization of HMIS for tracking and reporting on outcomes associated with efforts.
23. Develop a fundraising strategy for expanding a centralized, countywide, flexible, short-term housing financial assistance pool to prevent and end homelessness.
<b>Increase Connections</b>
<i>Goals</i>
24. Link Healing the Streets with Encampment Response Grant program and mobilize collaborative resources to support unhoused individuals living in the City of Santa Cruz San Lorenzo Park “Benchlands” encampment.
25. Expand street outreach services in unincorporated areas of the County.
26. Expand effective use of the HMIS outreach module to help create more connections and communication among providers in support of their work with clients.
27. Develop a coordinated entry implementation workgroup of “connectors” that includes ongoing training, support, and networking among direct services staff related to housing problem solving and access to flexible funding resources.
28. Expand and improve Social Security benefits advocacy resources for people experiencing homelessness with disabilities unable to apply for benefits without additional support.
29. Work with the Central California Alliance for Health to create a new health-focused recuperative care and temporary housing program.
30. Participate in design charette process with Housing Matters and City of Santa Cruz to develop plans for improvement to Coral Street campus in Santa Cruz with intention to expand temporary housing capacity on site.

31. Work with Salvation Army in Watsonville to explore potential improvements to their shelter location.
32. Develop a Homekey Round 3 funding application to create a transitional housing program for youth experiencing homelessness in unincorporated Watsonville.
<b>Expand Permanent Housing</b>
<i>Goals</i>
33. Increase and improve strategic outreach and incentives for property owners and managers to participate in housing subsidy programs.
34. Partner with Housing Santa Cruz County to expand outreach and education efforts related to the community benefits of increased affordable housing.
35. Develop plans for strategic release of one-time supportive and affordable housing development funding in partnership with Community Development and Infrastructure (CDI) Department and Behavioral Health. Explore making changes to HUD entitlement funding status for the County in collaboration with city partners.
36. Continue coordination meetings with city and county staff to identify and support jurisdictional efforts to meet their Regional Housing Needs Allocation (RHNA) goals for very low-income housing unit creation.
37. Provide support to housing projects that receive Round 2 Project Homekey funding to meet program and funding expectations and create new supportive housing units within the next 12 months.
38. Prepare at least one Project Homekey Round 3 permanent supportive housing application for submission in the fall of 2022.
39. Transfer existing HUD Youth Homelessness Demonstration Program (YHDP) grants to Covenant House to increase youth rapid rehousing capacity and resources.
40. Draft and plan for release of a Request for Proposals (RFP) for available supportive housing funding from the Health Services Agency and Human Services Department.

**Attachment B:  
2022 Point in Time (PIT) Count of Persons Experiencing Homelessness Data and  
Framework Performance Measures**

The Housing for a Healthy Santa Cruz Strategic Framework outlines a range of strategies to reduce point-in-time count unsheltered homelessness by 50% and overall homelessness by 25% over the period between January 2019 and January 2024.

On February 28, 2022, the Housing for Health Division in partnership with Applied Survey Research and community volunteers conducted a point-in-time (PIT) count of people experiencing homelessness in the County. The core methodology used for the field-based count, subsequent population sampling survey, and analysis of Homeless Management Information System (HMIS) data remained consistent with similar counts conducted in the County in prior years. The use of a consistent methodology increases the probability that observed trends reflect actual population changes rather than variations due to methodological differences.

The methodology used is known to *undercount* the number of people experiencing homelessness over the course of time and excludes people experiencing homelessness staying in institutional settings, those in temporary situations, and those living in unsafe or overcrowded spaces. The count likely undercounts unsheltered people on a single night due to challenges locating people in hidden areas or situations.

The data included in this attachment reflects preliminary data submitted to the federal Housing and Urban Development (HUD) department. A complete and final 2022 PIT count report is due for release in the next one to two months.

Table 1 shows 2022 PIT count data on households with at least one adult and one child under 18 years old in the household (families). Compared with 2019 data, the 2022 data shows a **59% decrease in overall homelessness among families and a 94% decrease in unsheltered homelessness among families**. The data indicates estimates only five families were unsheltered on the night of the count. This data indicates significant progress in addressing homelessness among families in the County between 2019 and 2022.

The 2022 PIT count results indicate there were **no unaccompanied children under age 18 experiencing homelessness on the night of the count**. In 2019, an estimated 51 children under 18 experienced homelessness on the night of that count.

**Table 1: 2022 PIT Count Data on Homelessness among Families  
(ES = Emergency Shelter, TH = Transitional Housing)**

Households with at Least One Adult and One Child	Unsheltered	ES	TH
Total number of households	5	28	17
Total number of persons (adults & children)	15	83	60
Number of children (under age 18)	8	45	39
Number of young adults (age 18-24)	2	7	2
Number of adults (over age 24)	3	31	19
<b>Gender (adults and children)</b>			
Female	4	40	40
Male	11	43	20
Transgender	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0
Questioning	0	0	0
<b>Ethnicity (adults and children)</b>			
Non-Hispanic/Non-Latino	9	33	4
Hispanic/Latino	6	50	56
<b>Race (adults and children)</b>			
White	11	59	48
Black or African-American	2	11	4
Asian	0	0	0
American Indian or Alaska Native	0	3	8
Native Hawaiian or Other Pacific Islander	0	1	0
Multiple Races	2	9	0
<b>Chronically Homeless (disabled + long or repeated episodes of homelessness)</b>			
Total number of households	2	7	0
Total number of persons	6	19	0

Table 2 shows PIT count data on unaccompanied youth households experiencing homelessness. This data also shows evidence of significant progress on addressing homelessness among this subpopulation. Compared with 2019, **there has been an overall 61% reduction in youth homelessness and a similar percentage reduction in unsheltered youth experiencing homelessness.**



**Table 2: 2022 PIT Count Data on Unaccompanied Youth (18 – 24 years old)  
Experiencing Homelessness  
(ES = Emergency Shelter, TH = Transitional Housing)**

<b>Unaccompanied Youth Households</b>	<b>Unsheltered</b>	<b>ES</b>	<b>TH</b>
Total number of unaccompanied youth households	191	6	0
Total number of unaccompanied youth	216	6	0
Number of unaccompanied children (under age 18)	0	0	0
Number of unaccompanied young adults (age 18 to 24)	216	6	0
<b>Gender (unaccompanied youth)</b>			
Female	55	4	0
Male	157	2	0
Transgender	1	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	3	0	0
Questioning	0	0	0
<b>Ethnicity (unaccompanied youth)</b>			
Non-Hispanic/Non-Latino	131	3	0
Hispanic/Latino	85	3	0
<b>Race (unaccompanied youth)</b>			
White	155	5	0
Black or African-American	28	0	0
Asian	2	1	0
American Indian or Alaska Native	7	0	0
Native Hawaiian or Other Pacific Islander	1	0	0
Multiple Races	23	0	0
<b>Chronically Homeless (disabled + long or repeated episodes of homelessness)</b>			
Total number of persons	88	0	0

Table 3 shows PIT count data on households without children (adult only). This data shows a 26% increase in overall homelessness among this subpopulation and a 21% increase in the number of unsheltered adults. **The bulk of this increase is due to a 129% overall increase (from 403 to 921) in the number of people with disabilities that have been homeless for 12 months or more or four or more times over the past three years. HUD refers to this population as “chronically homeless.”**

**Table 3: 2022 PIT Count Data on Adult Only Households (18 and older)  
Experiencing Homelessness  
(ES = Emergency Shelter, TH = Transitional Housing)**

Households without Children	Unsheltered	ES	TH
Total number of households	1,558	338	12
Total number of persons	1,759	368	14
Number of young adults (age 18-24)	216	9	1
Number of adults (over age 24)	1,543	359	13
<b>Gender (only adults)</b>			
Female	415	233	9
Male	1,314	133	5
Transgender	10	1	0
Gender Non-Conforming (i.e. not exclusively male or female)	20	1	0
Questioning	0	0	0
<b>Ethnicity (only adults)</b>			
Non-Hispanic/Non-Latino	1,067	282	7
Hispanic/Latino	692	86	7
<b>Race (only adults)</b>			
White	1,263	307	12
Black or African-American	231	22	0
Asian	20	3	0
American Indian or Alaska Native	53	15	0
Native Hawaiian or Other Pacific Islander	7	3	0
Multiple Races	185	18	2
<b>Chronically Homeless (disabled + long or repeated episodes of homelessness)</b>			
Total number of persons	712	184	0

Table 4 provides additional subpopulation data based on health conditions and households currently fleeing domestic violence situations. Compared with 2019 data, this data among people experiencing homelessness shows:

- A 448% increase in people with HIV/AIDS (29 in 2019 to 159 in 2022)
- A 282% increase in people with a self-reported substance use disorder (281 in 2019 to 1,073 in 2022)
- A 120% increase in veterans (151 in 2019 to 332 in 2022)
- A 74% increase in people with a self-reported serious mental illness (471 in 2019 to 818 in 2022)
- A 9% increase in people fleeing a domestic violence situation (79 in 2019 and 86 in 2022)

**Table 4: 2022 PIT Count Data Subpopulations Experiencing Homelessness  
Family and Adult Only Data Combined  
(ES = Emergency Shelter, TH = Transitional Housing)**

<b>Additional Homeless Populations</b>	<b>Unsheltered</b>	<b>ES</b>	<b>TH</b>
Adults with a Serious Mental Illness	744	66	8
Adults with a Substance Use Disorder	1,031	38	4
Adults with HIV/AIDS	158	1	0
Adult Survivors of Domestic Violence (optional)	59	23	4
Adult Veterans	310	22	0

An analysis of the preliminary 2022 PIT race and ethnicity data among people experiencing homelessness shows the following significant trends when compared to 2019 data:

- The number of Black/African Americans rose by 65% (from 164 in 2019 to 270 in 2022)
- The number of American Indian or Alaskan Natives declined by 62% (from 206 in 2019 to 79 in 2022)
- The number of Multi-Racial individuals declined by 26% (from 294 in 2019 to 217 in 2022)
- The number of Whites increased 17% (from 1,455 in 2019 to 1,700 in 2022)
- The number of Hispanic/Latinx individuals increased by 25% (from 715 in 2019 to 896 in 2022)

More detailed subpopulation analyses and trends by factors such as gender, sexual orientation, geography, and others will be made available in the final PIT report to be released in one to two months.

Between 2019 and 2022, the PIT data indicates significant progress was made in addressing homelessness with families and youth. The improvements among these target populations exceed Framework goals. These positive trends were counterbalanced by significant increases in chronic homelessness, homelessness among veterans, and the prevalence of self-reported health problems among people experiencing homelessness. The racial and ethnic data shows significant increased numbers of White, Hispanic/Latinx, and Black/African Americans and declines among American Indian/Alaskan Natives, and Multi-Racial groups.

**Overall, the estimated number of people experiencing homelessness in the County increased by 6% between 2019 and 2022 (from 2,167 in 2019 to 2,229 in 2022) and the unsheltered population increased by 4% (from 1,700 in 2019 to 1,774 in 2022).** Reaching the overall goals established in the framework will require expanded investments and efforts to address homelessness among veterans and people with disabilities.

## Framework Performance Measures

The Framework establishes specific system capacity targets and performance targets for specific types of housing and service interventions. However, the Framework does not breakout these goals by subpopulations. Achieving significant reductions in homelessness will require sustaining progress with youth and families and targeting additional capacity investments toward populations with negative trendlines, e.g., veterans and those with disabilities and long or repeated histories of homelessness.

Table 5 shows the Framework capacity targets and status for temporary housing beds (shelter and transitional housing), rapid rehousing, permanent supportive housing, and very low-income affordable housing.

Shelter provides temporary housing for people experiencing homelessness typically for no longer than six months. Transitional housing provides temporary housing, typically in more private settings, for a period of six to twenty-four months with an expectation that participants will pay a regular participation fee. Rapid rehousing is a programmatic intervention that provides time-limited rental assistance coupled with supportive services to help people move-in to permanent housing quickly and to increase their income over time to maintain that housing. Permanent supportive housing combines long-term housing subsidies or dedicated affordable housing units with supportive services for as long as needed by participants.

The table indicates current capacity if all available slots are being utilized. Less than 10% of current permanent supportive housing capacity in the County involves actual housing units. The slots listed refer to housing subsidy vouchers where the participant and service provider must locate a private rental market unit willing to accept the subsidy and participant. Current data indicates that only about 65% of these permanent supportive subsidies are being used to subsidize someone's rental housing. Other participants have been issued subsidies but are still searching for units.

Very low-income affordable housing is housing that is affordable to households with incomes at or below 50% of the area median income. In 2021, for a family of four the annual income threshold to qualify as very low-income is \$77,750 per year. The Framework articulates a minimum affordable housing development goal for the County based on California Regional Housing Needs Allocation (RHNA) housing development targets for the County. The target and status on this metric are included in Table 5. The current capacity column of the table shows trends since the last six-month update. For example, the rapid rehousing capacity of 194 is the same or "=" to the capacity six months ago, whereas temporary housing capacity has declined from 659 beds to 387.

	Baseline	Framework Target	Current Capacity
Temporary Housing	440	600	387↓
Rapid Rehousing	140	490	194=
Permanent Supportive Housing	500	600	792=
Very Low-Income Affordable Housing	Not Established	+734 (RHNA Goal) new units	+151↑

With the availability of one-time COVID-related federal and state resources, there was a six-month period where the County exceeded its temporary housing and permanent supportive housing Framework targets. At the end of June 2022, the County closed its remaining COVID-19 related shelters due to a lack of ongoing funding resources to continue operations. In addition, several shelters operational before the pandemic had either closed or permanently reduced capacity due to a lack of funding. Attachment C outlines plans over the next six months to work toward increasing temporary housing capacity with sustainable resources and locations.

The permanent supportive housing capacity is voucher subsidy based and limited by the private rental markets willingness to accept participants with subsidies and supportive services. As of the end of May 2022, 350 households with permanent supportive housing vouchers were still searching for housing units that will accept them. The lack of significant growth in available rental housing generally and affordable housing specifically presents a significant challenge for the community in terms of meeting Framework program performance metrics.

The Framework establishes performance metrics for emergency shelter, transitional housing, and rapid rehousing in terms of reducing overall lengths of stay and increasing rehousing rates. Table 6 highlights these targets established in the Framework.

Measure	Emergency Shelter		Transitional Housing		Rapid Rehousing	
	From	To	From	To	From	To
Reduce Length of Stay (in days)	76	60	413	250	281	180
Increase Rehousing Rate	21%	40%	66%	80%	62%	85%

Table 7 provides HMIS data showing current system performance relative to the targets established and listed in Table 6. The data looks at average performance across agencies using the HMIS system over a 12-month reporting period ending June 30, 2022. The table highlights changes in performance with arrows indicating trends when compared to six-month prior. For example, the average length of stay in shelter of 156 days was an increase from 125 days six months prior.

Measure	Emergency Shelter		Transitional Housing		Rapid Rehousing	
	Current Value	Target	Current Value	Target	Current Value	Target
Reduce Length of Stay (in days)	156↑	60	506↑	250	372↓	180
Increase Rehousing Rate	23%↑	40%	66%↓	80%	57%↓	85%

The performance data show increases in lengths of stay from baseline 2019 data. The average length of stay in shelter programs is most likely due to long average lengths of stay in COVID-19 shelters. Extended lengths of participation in transitional housing and rapid rehousing appear to reflect more programmatic challenges in finding appropriate and affordable community housing options for participants. Rates of exits to permanent housing, the “Rehousing Rate” increased slightly for shelters, but decreased for transitional housing and rapid rehousing programs.

The Human Services Department Business Analytics Unit working with our local HMIS vendor, BitFocus, created a systemwide performance metrics dashboard that allows authorized users to review program performance across agencies and programs. This provides the community an opportunity to explore “what works” in generating improved outcomes. A review of this data for emergency shelters shows a general trend. Programs with more staffing and rehousing financial resources available tend to have higher rehousing rates. Programs serving individuals with a greater chance of increasing their income through employment or other means also have better outcomes.

The 2022 PIT data and framework capacity metrics show significant progress in addressing homelessness among families and youth. However, there have been significant increases in homelessness among people with disabilities and long or multiple histories of homelessness. The estimated number of individuals experiencing homelessness and self-reporting struggles with a serious mental illness, substance use disorder, or HIV/AIDS increased significantly between 2019 and 2022.



Overall system capacity and program performance trends are moving away from Framework targets. However, when disaggregated by program type and level of resources available, certain programs stand out in their performance. The higher performing projects in the County tend to serve families and youth. Family and youth subpopulations tend to experience less stigma and fewer barriers to returning to permanent housing. Individuals with disabilities, behavioral health conditions, long histories of homelessness, and frequent interactions with law enforcement face significant barriers and stigma when working toward returning to permanent housing. Many individuals in this group require a high-level of field-based health care services and other supports to secure and remain in housing. Permanent supportive housing is considered an evidenced-based intervention for this population.

The 2019 Framework goal of 600 permanent supportive housing units is likely too low for meeting the need seen in the 2022 PIT count, showing 921 chronically homeless individuals on a single night. The permanent supportive housing in the County is primarily voucher based and scattered site requiring access to private rental units and heavily resourced mobile supportive services for program participants. The County currently underutilizes available permanent supportive housing vouchers due to a tight private rental market coupled with inadequately resourced and paired supportive services for those with vouchers.

Scattered site supportive housing requires more funding for services and housing than building-based supportive housing with units incorporated and financed within a specific property. To address these gaps, Housing for Health staff recommend pursuing collaborative and countywide strategies focused on expanding building-based supportive housing and increasing the pairing of well-resourced and trained supportive service teams with supportive housing units and vouchers. Project Homekey represents a significant source of funding to help achieve this goal.

## Attachment C: Temporary and Rehousing Wave Update

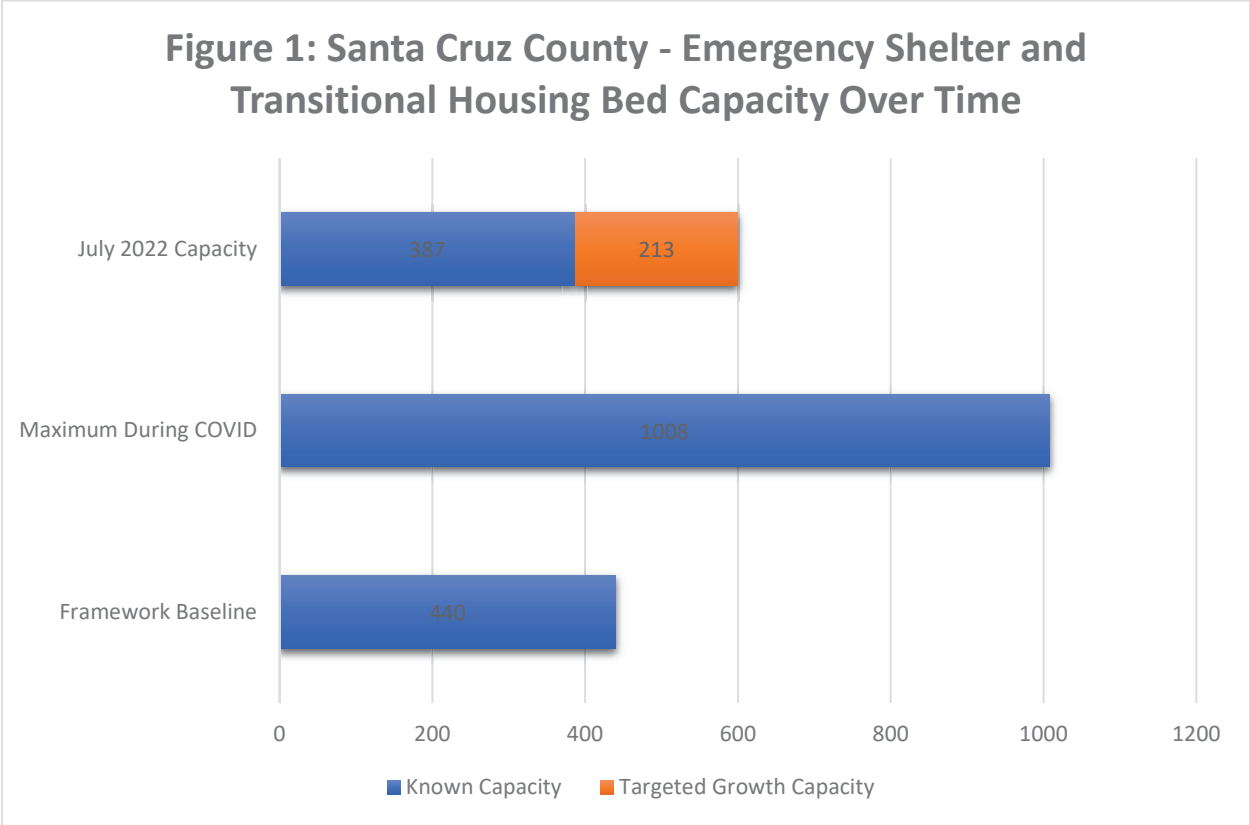
### Shelter Capacity after the end of COVID-19 Pandemic Resources

The Housing for a Healthy Santa Cruz strategic framework establishes a target of 600 high-performing and low-barrier shelter and transitional housing beds countywide. At the time of the writing of the Framework, the County had 440 beds. At the onset of the COVID-19 pandemic in early 2020, overall bed capacity was reduced to create safer temporary housing capacity. County staff members and community partners worked tirelessly to stand up additional semi-congregate and non-congregate shelters to help protect unsheltered households during the pandemic. A Federal Emergency Management Agency (FEMA) public health emergency declaration coupled with one-time state and federal funds made it possible for the County to support the longest and largest sheltering operation in County history. This extended capacity has continued for longer than two years and will cost an estimated \$73 million by the end of fiscal year 2021-2022. More than 250 dedicated extra help and limited-term county staff working with other redeployed county staff members mobilized to help launch and sustain the operations. Unlike many other counties in California that utilized nonprofit partners to support COVID-19 shelter operations, the County created and staffed a new, large business line from scratch to protect individuals during the pandemic.

At peak capacity, the County more than doubled pre-COVID-19 community bed capacity to a total of 1008 beds. The additional COVID shelter capacity served 1,441 people experiencing homelessness or living in unstable or unsafe situations. Among those served, 398 exited or returned to a permanent housing situation. The three last COVID sheltering sites closed in May and June 2022. This led to an anticipated capacity decline from 659 beds to 386 beds. Seventy-one guests from these three locations exited the shelters back to unsheltered situations. To put this number into context, it's important to recognize that within Santa Cruz County significant numbers of participants in shelters and transitional housing programs unfortunately return to the streets. In calendar year 2021 among all shelter and transitional housing programs entering data into the county Homeless Management Information System (HMIS), 549 individuals exited a temporary housing program to an unsheltered situation representing 29% of 1,918 program participants during the year.

As of June 30, 2022 all COVID-19 expanded shelters had closed to guests resulting in a countywide shelter capacity of 387 beds. Several shelter and transitional housing programs that operated prior to the pandemic closed over the past two years due to funding, location, and facility issues. The end of COVID-19 shelters coupled with these losses have resulted in a countywide year-round bed capacity below the 440 available beds in 2019.

Figure 1 provides a visual of County shelter and transitional housing capacity over time.



The primary barrier to reaching the Framework target of 600 beds is a lack of stable funding sources for emergency shelter and transitional housing. Available state funding is one-time funding helping to sustain 103 of the current 387 beds.

Adding an additional 213 low-barrier, service-enriched beds would require an estimated \$8.5M per year. This figure does not include the funding required to initially construct and establish a new location. Over the next six months, Housing for Health staff will be working with funders and partners to increase temporary housing capacity.

Staff are working with the Central California Alliance to explore collaboratively funding an 80-100 bed recuperative care and shelter program for Alliance members experiencing homelessness and exiting health care institutions. The City of Santa Cruz and County will be participating in a city-funded design charette to develop collaborative plans for expanding and stabilizing a low-barrier navigation center on the Housing Matters campus on Coral St. in the City of Santa Cruz. Housing for Health staff are working with CFSC, Inc. and Covenant House to secure Homekey and other state funding to establish and operate a 14-20 bed transitional housing program for homeless youth. The City of Santa Cruz plans to fund 60 temporary shelter beds on the Armory campus. Other potential sites and funding opportunities are also being explored.

Attachment: Shelter and Rehousing Wave Update - Attachment C (12817 : Housing for Health Six-Month Update)

## Rehousing Wave

Using one-time federal and state funding and a partnership with the Housing Authority of the County of Santa Cruz, the H4H division supported the creation of a Rehousing Wave effort to help guests staying in COVID-19 shelters to secure permanent homes. This effort includes three strength-based housing navigation teams, a real estate partnership effort, and dedicated permanent housing subsidy vouchers from the Housing Authority. Combined, these re-housing wave resources, created over 300 new subsidy-based permanent supportive housing opportunities for the County. Since the program is subsidy-based it is dependent on the availability of private market rental housing willing to accept participants with subsidies and support services.

Since launching program operations in May 2021, the three Rehousing Wave teams have served over 323 people and 145 have obtained permanent housing as of the end of June 2022. Twenty-one of the individuals enrolled in these programs died over the past 14 months reflecting the high level of health care need and risk among the people served by these programs. Nearly all active participants enrolled in these programs have secured housing subsidy vouchers. Most of the vouchers secured, allow for use outside of Santa Cruz County. However, transitioning a voucher to another jurisdiction requires a high-level of coordination and collaboration across geographic boundaries and government agencies. Many program participants are also reluctant to expand their housing search areas due to local support networks and preferences. The lack of available private rental market owners and property managers willing to rent to participants remains the primary barrier to helping participants secure permanent homes within Santa Cruz County.

All county operated COVID sheltering programs ended in June of 2022. However, the Rehousing Wave teams continue to work with their participants to secure permanent housing. As of the end of June 2022, there are 269 active participants enrolled in the three programs with 136 of them in permanent housing receiving ongoing supports.

Housing for Health staff are working with the Rehousing Wave teams and the Central California Alliance for Health to secure ongoing funding for their operations beyond FY 22-23. The teams will continue to provide housing navigation and tenancy sustaining services for individuals with disabilities receiving permanent supportive housing vouchers and in building-based supportive housing units.

## Attachment D: Project Homekey Update

On September 9, 2021, the California Housing and Community Development Department (HCD) announced a Notice of Funding Availability (NOFA) of approximately \$1.45 billion in Homekey funding to sustain and rapidly expand the inventory of housing for people experiencing homelessness or at risk of homelessness. This NOFA represented the second round of Homekey funding released by the state. No entities submitted applications for projects in Santa Cruz County during the first NOFA.

Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, such as, hotels, motels, hostels, single-family homes and multifamily apartments, adult residential facilities, and manufactured housing and to cover conversion of commercial properties and other existing buildings to interim or permanent housing for the target population.

The Board authorized the submission of four collaborative project applications for the second round of Homekey funding. Table 1 below provides an overview of the authorized applications.

**Table 1: Authorized Project Homekey Round 2 Applications**

Board Authorization Date (2022)	Project Name	Co-Applicant	Project Address	Project Description	Maximum Authorized Request
January 11	801 River St.	Housing Matters	801 River St., Santa Cruz, 95060	7 supportive housing units in commercial to residential building	\$4M
January 25	Park Haven Plaza	2838 Park Ave., LP	2838 Park Ave., Soquel, 95073	36 units of new modular construction supportive housing	\$13.5M
January 25	Step-Up in Watsonville	Shangri-La Industries, LP	1620 W. Beach St., Watsonville, 95076	95-unit hotel to supportive housing conversion	\$39M
January 25	Veterans Village	Veterans Hall Board of Trustees	8705 Highway 9, Ben Lomond, 95055	Hotel to veterans supportive housing conversion 20-units	\$10M

The Veterans Village project received notification of a \$6,425,000 Homekey award on April 25, 2022. The Park Haven Plaza project received a notification of a \$10,660,000 Homekey award on June 1, 2022. The Step-Up in Watsonville project received notification on July 18, 2022 that the project proposal failed to meet Homekey threshold requirements for application completeness and adequate demonstration of financial

commitments and capacity. As of July 20, 2022, the 801 River St. project has not received formal notification of an award or denial of funding.

Separate actions related to executing formal agreements and creating financing structures for the Veterans Village and Park Haven Plaza projects will be brought to the Board for consideration given their award notifications. Housing for Health staff anticipate the 801 River St. project will receive a Round 2 Homekey award in the next few months. HCD staff indicated that the County and Shangri-La Industries could resubmit an updated Round 3 Homekey project application in the fall of 2022 for Step-Up in Watsonville. Housing for Health staff will work with Shangri-La Industries, the current hotel site property owner, and other stakeholders to determine if all parties want to pursue a Round 3 application. The Board will need to authorize any Round 3 application submission on behalf of the County including a resubmission of an updated Step-Up in Watsonville proposal.

Housing for Health staff are working with CFSC, Inc. and Covenant House on a collaborative project to apply for Homekey Round 3 funding to create a 14-20 bed transitional housing program for youth experiencing homelessness. The project involves converting a closed children's residential treatment site program located at 2714 Freedom Blvd., Freedom, 95076 into a housing project for youth. The site has an existing county deed restriction in place to ensure the site is used for a public purpose. Staff will be requesting authorization to apply for Homekey funding for this project at a future Board meeting. This board memo includes a request to ratify a predevelopment funding agreement associated with this proposed project.

Housing for Health staff are also working with the City of Santa Cruz, Housing Matters, and Mid-Peninsula Housing to explore a potential Homekey Round 3 application for one or more projects on the Coral Street housing and services campus in the City of Santa Cruz. A design charette funded by the City of Santa Cruz for this location will help with determining the viability of a Homekey Round 3 application for the site.

Other potential projects may come to the attention of staff in the next several months. All Homekey Round 3 project application submissions will require prior Board authorization.



## Attachment E: Ratify Contracts and Agreements

Over the past several months, Human Services Department (HSD) staff worked to execute contracts and agreements to further goals outlined in the Housing for a Healthy Santa Cruz Framework based on prior Board direction. These contracts and agreements are included in this Attachment for Board ratification.

At the March 22, 2022, meeting of the Board, HSD received approval to execute contracts focused on expanding resources to reduce evictions and prevent homelessness due to an anticipated end of statewide COVID-19 eviction protections. The statewide protections were extended to June 30, 2022. HSD, in partnership with the Health Services Agency and Planning Department, moved forward with finalizing eviction and homelessness prevention contracts. Funding for these agreements comes from a Public Health grant that supports COVID related housing infrastructure, local Emergency Rental Assistance Program (ERAP) administrative funds from Planning and HSD, and existing and available funds within the HSD Departmental budget.

The three eviction and homelessness prevention agreements for ratification are:

Contract # W4156. Community Bridges. \$300,000. June 1, 2022 – June 30, 2023. For prevention supportive services, mediation, and legal assistance.

Contract #W4157. California Rural Legal Assistance, Inc. \$200,000. June 1, 2022 – June 30, 2023. For prevention supportive services, mediation, and legal assistance.

Contract #W4116. Community Action Board of Santa Cruz County, Inc. \$1,110,400. June 1, 2022 – June 30, 2023. For flexible one-time housing-related financial resources for eviction and homelessness prevention and rehousing assistance.

The contracts were structured so that Community Bridges and California Rural Legal Assistance would provide follow-up support to households that applied for California Housing Is Key emergency rental assistance funding and needed additional support to secure the funding and retain housing. The contract with the Community Action Board was intended to create a centralized flexible pool of funding to provide one-time housing related financial assistance to help households resolve housing stability issues.

Table 1 below highlights data on the status of Housing Is Key requests from Santa Cruz County between April 14, 2022 and July 15, 2022. No new applications for funding were received after March 31, 2022. The April 14, 2022 data reflects a significant influx of applications partially processed in early April. The July 15, 2022 reflects close to final numbers on local dollars received from approved requests. The differences between April and July data highlight that many applications were deemed ineligible for payment between April and July. Once an application was deemed ineligible by the state program, the data was removed from the data set going forward. To date, the total funding distributed for Santa Cruz County by the state was over \$24.9M. This number

exceeds the County's specific allocation from the U.S. Treasury of \$18,839,233. The additional funding came from the state's direct allocation from the Treasury.

The provider organizations listed, and their partner agencies, helped local households update their applications and secure funding between March and June 2022. Work over the next twelve months will focus on helping these households sustain their housing, understand their tenant rights, and to avoid formal evictions in worse case scenarios.

**Table 1: Santa Cruz County – Housing Is Key Emergency Rental and Utility Assistance Requests by Jurisdiction (April 14, 2022 and July 15, 2022)**

Jurisdiction	Data Update Date	Total Requests	Total Requests Paid	Total Rent and Utility Assistance Requested	Total Rent and Utility Assistance Paid
Capitola	4/14/22	107	63	\$2,535,091	\$882,281
Capitola	7/15/22	78	77	\$1,530,145	\$1,156,080
City of Santa Cruz	4/14/22	812	478	\$14,655,195	\$4,654,672
City of Santa Cruz	7/15/22	557	554	\$8,577,241	\$5,824,499
Scotts Valley	4/14/22	87	53	\$1,519,640	\$743,921
Scotts Valley	7/15/22	66	66	\$1,121,776	\$768,464
Watsonville	4/14/22	888	503	\$9,661,109	\$3,796,283
Watsonville	7/15/22	630	625	\$7,215,837	\$4,951,648
Unincorporated	4/14/22	1,395	778	\$28,732,770	\$9,549,831
Unincorporated	7/15/22	936	928	\$17,370,288	\$12,260,999
County Totals	4/14/22	3,289	1,875	\$57,103,805	\$19,626,988
County Totals	7/15/22	2,267	2,250	\$35,815,287	\$24,961,690

In addition to these contracts, HSD executed a pre-development and Homekey planning agreement with CSFC, Inc. to complete work necessary for the submission of a Round 3 Homekey funding application. The funds will be used to complete environmental, physical needs, and architectural assessments and plans for a proposed 14-20 bed transitional housing program for youth experiencing homelessness at 2714 Freedom Blvd. in an unincorporated area near Watsonville. The site is a county deed restricted property previously used as a licensed children's residential care site. The lack of need and funding for the children's residential program resulted in its closure and an opportunity to convert the site to transitional housing.

The County is working with CFSC, Inc. and Covenant House, the service partner for the project, on a joint application for Homekey funding. HSD is requesting Board ratification of Contract #23B with CFSC, Inc. for \$99,500 for the period July 1, 2022 to December 31, 2022.

On June 7, 2022, the Board authorized HSD to submit a Homeless Housing Assistance and Prevention Round 3 (HHAP-3) grant proposal to the California Interagency Council on Homelessness. The HHAP-3 application required collaboration with local Medi-Cal managed care plans on their Homeless Housing Incentive Program (HHIP) application. The Central California Alliance for Health (Alliance) is the only Medi-Cal managed care entity for Santa Cruz County, so HSD partnered with the Alliance on their HHAP and HHIP applications. There are \$6,270,438 of one-time HHAP funding available for the County and local Continuum of Care. The Alliance can earn up to \$14,635,674 for meeting deliverable targets related to their HHIP plan submission. Completion of the HHAP and HHIP application documents required data sharing and collaboration between HSD and the Alliance. A one-time data sharing agreement between HSD and the Alliance was executed to allow for HMIS and Alliance data sharing for planning and grant preparation purposes. A copy of this data sharing agreement is included with this attachment for Board ratification.

## Attachment F: HSA and HSD Supportive Housing RFP

HSA and HSD staff continue working collaboratively to explore ways to expand affordable and supportive housing for people at-risk of or experiencing homelessness in the County. On September 24, 2019, the Board of Supervisors approved Resolution # 213-2019 approving the County's participation in the one-time housing funds for Whole Person Care Pilots Funding Opportunity available because of AB 74, the Budget Act of 2019 (Chapter 23, Statutes of 2019). Santa Cruz County's funding allocation was \$2,642,337.19. The funds must be expended no later than June 30, 2025 and comply with "Housing First" principles as defined in California Welfare and Institutions Code Sec. 8255-8256. In the HSA letter of interest for this funding, the County identified the target population for these funds as individuals with a mental illness experiencing homelessness or at-risk of homelessness. The same letter indicating a desire to leverage these one-time funds with other initiatives and opportunities.

In 2021, HSD applied for and secured \$2 million of one-time Housing Disability Advocacy Program (HDAP) Strategic Investments Funds to use to create more supportive housing for the HDAP target population. HDAP funds from the California Department of Social Services and must be used to provide benefits advocacy and rapid rehousing services and subsidies for individuals experiencing homelessness with disabilities that have not yet been approved for Social Security disability benefits.

HSA and HSD leadership decided to release these funds through a competitive Request for Proposals (RFP) process that is appropriately timed to increase the likelihood of responses and leveraging of other state and federal funding opportunities among housing developers. The RFP will seek to identify one or more proposals for this funding resulting in the largest number of population-dedicated, high quality, and long-term affordable supportive housing units at the lowest price per unit. HSA and HSD will reserve the right to utilize funds for other alternative projects involving county land or property in the event of a lack of competitive application submissions.

Funding awards from this RFP process will require Board approval and deed restrictions on properties that receive Whole Person Care or HDAP funding. RFP release is anticipated between October and December 2022 but may be delayed if other funding or leveraging opportunities arise.

**Contract No. W4156****INDEPENDENT CONTRACTOR AGREEMENT**  
**(NON-PROFIT)**

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and COMMUNITY BRIDGES, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: to provide Eviction and Homeless Prevention Program services for the County of Santa Cruz Human Services Department (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed total \$300,000 for the duration of the contract term, as specified in the attached Exhibit B – Budget. Payments to be processed after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved on the project during the preceding month, as specified in the attached Exhibit A – Scope of Work.

3. **TERM.** The term of this Contract shall be: June 1, 2022 through June 30, 2023. 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.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days’ written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in

excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here \_\_\_\_ / \_\_\_\_.

**A. Types of Insurance and Minimum Limits**

(1) Workers’ Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000 single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY DS  
SH DS  
RL

**B. Other Insurance Provisions**

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with



such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County  
Human Services Department  
Attn: Centralized Contracting Unit  
1040 Emeline Avenue  
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County  
Human Services Department  
Attn: Centralized Contracting Unit  
1040 Emeline Avenue  
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

**7. EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**8. INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:** (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

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:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Data Privacy and Security Agreement
- Exhibit D – Non-Discrimination Agreement
- Exhibit E – Housing Tenancy & Sustaining Services

14. **LIVING WAGE** <sup>DS</sup> This Contract is covered under Living Wage provisions if this section is initialed by COUNTY SH \_\_\_\_\_.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Contract:

- A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC ([www.helpsc.org](http://www.helpsc.org)), Santa Cruz County Government ([www.co.santa-cruz.ca.us](http://www.co.santa-cruz.ca.us)), and Workforce Santa Cruz County ([www.workforcescc.com](http://www.workforcescc.com)) web sites.

16. **MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES.** Each of the following requirements shall be met, in addition to any other requirements of this Contract.

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

- A. Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR’S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”).
  - (1) For the purposes of this paragraph, “CONTRACTOR’S fiscal year” shall be that period the CONTRACTOR utilizes for its annual budget cycle.
  - (2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.
- B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here \_\_\_\_ (Aud); \_\_\_\_ (CA).
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR’S financial position or substantially interferes with the CONTRACTOR’S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.
- D. For audit authority of the ACCTC refer to the paragraph on “Retention and Audit of Records.”

17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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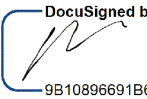
SIGNATURE PAGE

Contract No. W4156

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(NON-PROFIT)**

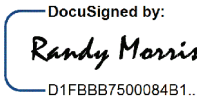
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **COMMUNITY BRIDGES**

By:  \_\_\_\_\_  
DocuSigned by:  
9B10896691B640D...

Raymon Cancino  
Executive Director  
519 Main Street  
Watsonville, CA 95076  
(831) 688-8840  
raymonc@cbridges.org

4. **COUNTY OF SANTA CRUZ**

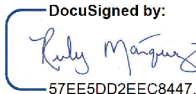
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Randy Morris, Human Services Director  
Human Services Department

3. **APPROVED AS TO INSURANCE:**

 \_\_\_\_\_  
DocuSigned by:  
F88BB4ED1F11445...  
Risk Management 6/22/2022

1. **APPROVED AS TO FORM:**

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Office of the County Counsel  
6/22/2022

DISTRIBUTION:

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Community Bridges

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

Exhibit A – Scope of Work

Agreement No. W4156

**COMMUNITY BRIDGES  
EVICTON AND HOMELESS PREVENTION PROGRAM**

**AGREEMENT OVERVIEW**

The State of California established the Housing Is Key (HIK) program and associated statewide eviction protections to reduce the risk of displacement, evictions, and homelessness among California renters impacted by the COVID-19 pandemic. The HIK program partners at the state level established contracts with Local Partner Network (LPN) providers within Santa Cruz County to help with HIK program outreach, marketing, application, and housing assistance. The HIK program stopped taking applications for financial assistance on March 31, 2022, although California extended eviction protections through June 30, 2022, for those households that applied for rental assistance and are awaiting payment. This program will protect individuals from the impacts of COVID by preventing evictions and homelessness or crowded housing which prevents COVID transmissions.

The Human Services Department (COUNTY) is entering into a contract with Community Bridges (CONTRACTOR) to provide additional local funding resources to support Santa Cruz County LPN provider organizations to: Help HIK applicant households secure utility and rent payments from the HIK program prior to June 30, 2022; Assist HIK applicant households with sustaining their current housing or transitioning to other stable housing while their application is processed; and support HIK applicant households to avoid eviction from their housing.

**PERFORMANCE MEASUREMENTS**

<b>How Many Services Will Be Provided?</b>	<b>How Well Will Services Be Provided?</b>	<b>Is Anyone Better Off?</b>
A minimum of 1000 individuals are reached out to in Santa Cruz County community.	80% of HIK assisted applicants that receive payment on their HIK funding request.	90% of assisted households are able to sustain housing
A minimum of 400 HIK applicants received support in completing their HIK application.	60% of HIK assisted applicants that receive referrals and access additional services and resources to help them maintain their housing or secure other housing.	60% of assisted households avoided informal eviction or displacement
A minimum of 150 HIK applicants received housing navigation or tenancy sustaining services to enable them to sustain their current housing or to relocate to stable housing.	.	30% of assisted households avoided a formal eviction
A minimum 100 HIK applicants received mediation or legal assistance services to prevent informal or formal evictions from their housing.		

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)



Exhibit A – Scope of Work

Agreement No. W4156

COMMUNITY BRIDGES  
EVICTION AND HOMELESS PREVENTION PROGRAM

**CONTRACTOR RESPONSIBILITIES**

## LPN COORDINATION

1. CONTRACTOR shall ensure coordination and avoidance of duplication of services among state contracted LPN providers through establishing a mutually understood list.
2. CONTRACTOR shall provide within 30 days the COUNTY with copies of state LPN contracts and subcontract agreements.
3. CONTRACTOR shall execute and manage subcontractor relationships with other LPN provider organizations and entities to meet the goals of this contract most effectively.
4. CONTRACTOR shall maintain and coordinate data collection and outcome reporting to the COUNTY in partnership with the state HIK program, LPN, and other subcontracted providers.

## OUTREACH AND SERVICES

1. CONTRACTOR shall develop and implement a HIK applicant outreach strategy in partnership with state HIK program staff, the COUNTY, LPN and other subcontracted providers. COUNTY shall approve proposed outreach strategy prior to implementation.
2. CONTRACTOR shall provide COUNTY with a key program contract roster and operating scheduling within the first 30 days of this contract.
  - a. CONTRACTOR shall update COUNTY regarding changed to the program contract roster and schedule when changes occur, time is of the essence.
3. CONTRACTOR shall establish a relationship with Santa Cruz County 2-1-1 (2-1-1) as a centralized hub for receiving initial return phone calls and email requests for assistance from HIK applicants.
4. CONTRACTOR shall develop a triage and referral protocol for utilization by 2-1-1 staff to link HIK applicants with appropriate and available local renter support resources.
5. CONTRACTOR shall provide HIK applicants with tenant rights education, mediation and/or legal assistance services to prevent informal evictions or displacement and formal evictions.
6. CONTRACTOR shall ensure that culturally appropriate and translation services are being provided to the applicants when needed.

## REFERRALS

1. CONTRACTOR shall receive referrals from 2-1-1, state HIK communications, or self-referrals and verify service focus on those that applied for HIK funding prior to March 31, 2022.

Exhibit A – Scope of Work

Agreement No. W4156

**COMMUNITY BRIDGES  
EVICTION AND HOMELESS PREVENTION PROGRAM**

2. CONTRACTOR shall coordinate referrals among LPN providers and other entities to avoid duplication of services and maximize the number of households served through this contract.

**HOUSING TENANCY & SUSTAINING SERVICES**

1. CONTRACTOR shall provide housing tenancy and sustaining services as described in Exhibit E – Housing Tenancy and Sustaining Services or housing transition navigation services for HIK applicants triaged and prioritized for this level of support.
2. CONTRACTOR shall document assessments and other work done with families to help them maintain existing housing or secure new housing.

**GENERAL CONTRACTOR SERVICE-RELATED RESPONSIBILITIES**

1. CONTRACTOR shall maintain an internal grievance and complaint procedure for participants in the program.
  - a. CONTRACTOR shall provide COUNTY with a copy of the internal grievance and complaint procedure.
  - b. CONTRACTORS shall notify COUNTY immediately of any grievances or complaints that may not get resolved internally, time is of the essence.
2. CONTRACTOR shall notify COUNTY immediately of any significant incidents that arise in the provision of services to participants including breaches of confidentiality, significant 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, and other significant program operational concerns that impact or related to CONTRACTOR performance(time is of the essence).
3. CONTRACTOR shall participate in and assist with facilitation of regular LPN meetings along with the COUNTY. This will include participation in meetings related to program quality review and performance.
4. CONTRACTOR shall coordinate services and supports with key partner organizations, including but not limited to, the County Health Services Agency and Human Services Departments, Central California Alliance for Health, and other entities that can support households with securing or maintaining housing.
5. CONTRACTOR shall maintain data and records related to the implementation of this contract and reporting on required contract activities and performance metrics. The data and records shall be maintained for the duration of the contract.

**REPORTING REQUIREMENTS**

**INVOICES**

Exhibit A – Scope of Work

Agreement No. W4156

**COMMUNITY BRIDGES  
EVICTION AND HOMELESS PREVENTION PROGRAM**

1. CONTRACTOR shall provide monthly invoices, using a template provided by the COUNTY, to document services costs based on the budget detailed in this scope of work and the attached Exhibit B - Budget document.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at [HSDCCU@santacruzcounty.us](mailto:HSDCCU@santacruzcounty.us) within 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 for the specific fiscal year in which the services were provided, by 5p.m. on the first calendar Friday of June in the specific fiscal year in which the services were provided. This date is subject to change. COUNTY will provide notice of any changes 30 calendar days prior to the effective date of the change.

**BACK UP DOCUMENTATION AND REPORTING**

1. CONTRACTOR shall provide required backup documentation on monthly contracted activities along with monthly invoices when submitted.
2. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of work. CONTRACTOR shall use a reporting template created by COUNTY last business day in January and the last business day in July. Failure to submit Semi-Annual Reports by the dates due may result in the withholding of payment for invoices until the report is submitted. COUNTY reserves the right to request a Quarter 1 progress report, covering July through September, due by the last business day in October, as well as a Quarter 3 progress report, covering January through March, due by the last business day in April.

**BUDGET MODIFICATION**

1. Given approvals stipulated herein, 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.

**ADDITIONAL TERMS AND CONDITIONS**

Exhibit A – Scope of Work

Agreement No. W4156

COMMUNITY BRIDGES  
EVICTION AND HOMELESS PREVENTION PROGRAM

1. **Corrective Action:** CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR 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 require the CONTRACTOR to submit a brief 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).
2. **Federal Funding:** CONTRACTOR certifies they are not suspended, debarred or 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.
3. **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 must be replaced within 90 days of the start of staffing vacancies.
4. **Notification of Personnel Changes:** In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), the CONTRACTOR shall report changes to the COUNTY within 10 business days of occurrence.
5. **Instruction:** The CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. The CONTRACTOR will train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
6. **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 appropriate COUNTY Program Manager.
7. **Number of Referrals:** In the event that the number of referrals made by the COUNTY exceeds the maximum amount detailed in this scope of work, or if program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.
8. **Publicity and Outreach:** The CONTRACTOR agrees to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. The CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

Exhibit A – Scope of Work

Agreement No. W4156

COMMUNITY BRIDGES  
EVICTION AND HOMELESS PREVENTION PROGRAM

- 9. 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 [Jennifer.Kaley@santacruzcounty.us](mailto:Jennifer.Kaley@santacruzcounty.us) or at 831-454-4527. 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.

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

Exhibit B - Budget

Agreement No. W4156

COMMUNITY BRIDGES

EVICTIION AND HOMELESS PREVENTION PROGRAM

<b>LINE ITEM EXPENDITURES</b>	<b>PROGRAM COST</b>
<b>PERSONNEL COSTS</b>	<b>\$154,293</b>
<b>NON-PERSONNEL COSTS</b>	<b>\$102,113</b>
<b>ADMINISTRATIVE OVERHEAD</b>	<b>\$43,594</b>
<b>GRAND TOTAL</b>	<b>\$300,000</b>

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)



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

Contractor: Community Bridges

## 1. PREAMBLE

CONTRACTOR, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (hereinafter referred to as COUNTY), and, if so, may have access to confidential data and personally identifiable information (collectively referred to as PII) pertaining to persons and/or entities receiving services from the COUNTY. This information includes but is not limited to client name, address, social security number, date of birth, biometric record (e.g. fingerprints, voice recordings and photographic images), driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such PII in its possession, especially PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that the PII shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this Agreement as a condition of the attached contract with the COUNTY.

## 2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained in the course of performing an administrative function on behalf of the COUNTY that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes 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: (1) 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; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR.
- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the COUNTY, or the CONTRACTOR.
- d. "Secure environment" means any area where:
  - i. Workers assist in the administration of services provided by COUNTY;
  - ii. Workers use or disclose PII; or
  - iii. PII is stored in paper 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 hereby agrees not to divulge to any unauthorized person, company or organization any of the PII obtained while performing work pursuant to the attached contract with the COUNTY without the prior written consent of the participant.
- b. CONTRACTOR agrees to forward all requests for the release of any PII received by it/her/him to the Program Manager or Analyst associated with the attached contract.
- c. CONTRACTOR further agrees to keep confidential: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR under the attached contract.
- d. CONTRACTOR agrees to protect said Confidential Materials against disclosure to other than COUNTY employees who have a need to know the information.
- e. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.
- f. CONTRACTOR shall limit access and use of any PII provided by the COUNTY, or by the participant, to a business need solely for the purpose of administering the program supported by this Agreement.
- g. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials in the CONTRACTOR's possession shall continue in effect beyond the termination of this Agreement, and shall continue until the PII and Confidential Materials are destroyed or returned to COUNTY.
- h. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request of CONTRACTOR.

### 4. INFORMATION SECURITY AND PRIVACY STAFFING

- a. CONTRACTOR agrees to report immediately to the designated Human Services Department Contract Manager as well as to the COUNTY Security Compliance Officer [[InformationSecurityOfficer@santacruzcounty.us](mailto:InformationSecurityOfficer@santacruzcounty.us) or (831)454-4840] any and all violations of this Agreement by it/her/him and by any other person, company or organization of which it becomes aware.

### 5. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all of their employees involved in the work under this Agreement and attached contract of the requirements concerning confidentiality in the handling of PII. The improper use or disclosure of PII for any other purpose may carry civil and/or criminal sanctions at a personal level.
- b. It is acknowledged that violation of this Agreement may subject CONTRACTOR to termination of the attached contract, civil and/or criminal action and that the COUNTY may seek possible legal redress.
- c. CONTRACTOR employees pertinent to this contract 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.

Exhibit C- Data Privacy and Security Agreement

Agreement No.: W4156

- d. COUNTY and CONTRACTOR acknowledge that Federal and State laws relating to data security and privacy are rapidly evolving. COUNTY may at any time develop further details to confidentiality protocols as it relates to contracted work, which as approved will be submitted formally to the CONTRACTOR.

6. PHYSICAL SECURITY

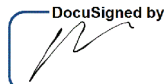
- a. The CONTRACTOR awarded funds under the attached contract shall maintain, use and store all PII and information gathered pertaining to program participants in a secure environment in order to ensure the participant’s right to confidentiality.

7. TECHNICAL SECURITY CONTROLS

At all times CONTRACTOR shall use secure systems to access, store, process and transmit PII.

8. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

- a. During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:
  - i. **Initial Notice to COUNTY** by email to COUNTY Security Compliance Officer [InformationSecurityOfficer@santacruzcounty.us](mailto:InformationSecurityOfficer@santacruzcounty.us) as well as by phone to (831)454-4840. Notice shall include all information known at the time and shall be made:
    - 1. **Immediately upon discovery** of a suspected security incident that involves PII provided to CONTRACTOR by the COUNTY.
    - 2. **Within one working day of discovery**, the CONTRACTOR shall notify COUNTY of:
      - i. Any incident involving unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person;
      - ii. Any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement;
      - iii. Potential loss of PII affecting this Agreement.

DocuSigned by:  
  
 NAME: \_\_\_\_\_  
 (Signature) 9B10896691B640D...

DATE: 6/23/2022

NAME: Raymon Cancino

POSITION: Executive Director, Community Bridges

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

Exhibit D – Nondiscrimination Agreement

Agreement No.: W4156

**ASSURANCE OF COMPLIANCE  
WITH THE HUMAN SERVICES DEPARTMENT**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

Community Bridges

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, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, domestic partnership, genetic information, gender expression, gender identity, or sexual orientation 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; 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 THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient 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 the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

DocuSigned by:  
NAME: \_\_\_\_\_ DATE: 6/23/2022  
(Signature) 9B10896691B640D...

NAME: Raymon Cancino POSITION: Executive Director, Community Bridges

Address of Vendor/Recipient: Community Bridges  
519 Main Street  
Watsonville, CA 95076

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

Exhibit E – Housing Tenancy and Sustaining Services

Agreement No.: W4156

## COMMUNITY BRIDGES

## HOUSING TENANCY AND SUSTAINING SERVICES

Below is a list of the types of activities including housing tenancy and sustaining services work. Services should be tailored to the unique support needs of each tenant households including but not limited to:

## RENTAL ASSISTANCE SERVICES

- Plan and method to pay the rent on a consistent basis
- Provide education/training e.g., roles, rights, responsibilities of tenant and landlord
- Review rental agreement, tenant expectations, and CA landlord-tenant handbook
- Setup utilities and payment of bills through establishing a bank account and a method of payment. Utilities include gas, electric, water, garbage, internet, phone, television, and discount programs.
- Ensure key housing items for housing stability are available in the home, e.g., basic furnishings, household items, bedding, etc.
- Develop plan for managing keys and how to address unit/room lockouts
- Assist in resolving disputes with landlords and/or neighbors, e.g., repayment plans Plan for room/unit maintenance and cleanliness
- Establish and connect with emergency contact(s)
- Support with addressing maintenance issues

## SUSTAINING SERVICES

- Coach on developing and maintaining key relationships with landlords/property managers to foster successful tenancy
- Assist tenants with annual housing recertification process or other affordable housing required steps
- Coordinate with landlord and care manager (health) to address identified issues that could impact housing stability
- Address behavior-related lease violations e.g., noise, illegal activity, guests, and hoarding
- Support health and safety visits, including habitability checks, if necessary
- Help prepare and support reasonable accommodation requests
- Develop plans for responding to health issues or relapse, e.g., Wellness Recovery Action Plan (WRAP), identify supporters in times of a health crisis or relapse

Exhibit E – Housing Tenancy and Sustaining Services

Agreement No.: W4156

COMMUNITY BRIDGES

HOUSING TENANCY AND SUSTAINING SERVICES

LINKAGE TO RESOURCES

- Advocate and link tenants with community resources to prevent eviction
- Assist tenants with public benefits access and maintenance, e.g., SSI advocacy, CalWORKs, CalFresh, etc.
- Update address and contact information with key agencies e.g., post office, benefits, insurance, etc.
- Assist tenants in accessing support, when needed, for Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), In-Home Supportive Services (IHSS) or similar linkages
- Link tenants with independent living and life skills supports – budgeting, financial literacy, connection to community resources

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)



## Certificate Of Completion

Envelope Id: 784E7513E8D04DABB6D0C8E6B70EE4F3

Status: Completed

Subject: Please DocuSign: W4156-Community Bridges Eviction &amp; Homeless Prevention Agreement.pdf

Source Envelope:

Document Pages: 20

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 3

Erica Schwanbeck

AutoNav: Enabled

701 Ocean Street

Envelope Stamping: Enabled

Santa Cruz, CA 95060

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

Erica.Schwanbeck@santacruzcounty.us

IP Address: 63.194.190.100

## Record Tracking

Status: Original

Holder: Erica Schwanbeck

Location: DocuSign

6/22/2022 12:18:18 PM

Erica.Schwanbeck@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

## Signer Events

Sara Harb

sara.harb@santacruzcounty.us

4436

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

## Signature



## Timestamp

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Signed: 6/22/2022 12:24:44 PM

Signature Adoption: Pre-selected Style

Signed by link sent to

sara.harb@santacruzcounty.us

Using IP Address: 50.196.141.26

Signed using mobile

### Electronic Record and Signature Disclosure:

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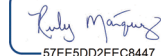
Ruby Marquez

Ruby.Marquez@santacruzcounty.us

Santa Cruz County Counsel's Office

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signed: 6/22/2022 5:30:18 PM

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Signed by link sent to

Ruby.Marquez@santacruzcounty.us

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### Electronic Record and Signature Disclosure:

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ID: 6afa29e9-25dc-47c4-a427-dc9f8f33ff9d

Enrique Sahagun

Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



Sent: 6/22/2022 5:30:20 PM

Viewed: 6/22/2022 5:42:32 PM

Signed: 6/22/2022 5:43:39 PM

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Enrique.Sahagun@santacruzcounty.us

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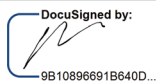
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**Signer Events**

Ray Cancino  
 raymonc@cbridges.org  
 Chief Executive Officer  
 Community Bridges  
 Security Level: Email, Account Authentication  
 (None)

**Signature**



Signature Adoption: Drawn on Device  
 Signed by link sent to raymonc@cbridges.org  
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**Electronic Record and Signature Disclosure:**

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Randy Morris  
 Randy.Morris@santacruzcounty.us  
 Director  
 County of Santa Cruz  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Signed by link sent to  
 Randy.Morris@santacruzcounty.us  
 Using IP Address: 24.4.141.223

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**Electronic Record and Signature Disclosure:**

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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	6/22/2022 12:22:08 PM
Certified Delivered	Security Checked	6/24/2022 11:31:26 AM
Signing Complete	Security Checked	6/24/2022 11:32:19 AM
Completed	Security Checked	6/24/2022 11:32:19 AM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

## **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**

Attachment: Contract W4156-Community Bridges (12817 : Housing for Health Six-Month Update)

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.

**Contract No. W4157****INDEPENDENT CONTRACTOR AGREEMENT**  
**(NON-PROFIT)**

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CALIFORNIA RURAL LEGAL ASSISTANCE, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: to provide Eviction and Homeless Prevention Program services for the County of Santa Cruz Human Services Department (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed total \$200,000 for the duration of the contract term, as specified in the attached Exhibit B – Budget. Payments to be processed after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved on the project during the preceding month, as specified in the attached Exhibit A – Scope of Work.

3. **TERM.** The term of this Contract shall be: June 1, 2022 through June 30, 2023. 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.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days’ written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in



excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here \_\_\_\_ / \_\_\_\_.

**A. Types of Insurance and Minimum Limits**

(1) Workers’ Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY. DS SH DS JP

**B. Other Insurance Provisions**

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County  
Human Services Department  
Attn: Centralized Contracting Unit  
1040 Emeline Avenue  
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County  
Human Services Department  
Attn: Centralized Contracting Unit  
1040 Emeline Avenue  
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

**7. EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**8. INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:** (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

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:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Data Privacy and Security Agreement
- Exhibit D – Non-Discrimination Agreement
- Exhibit E – Housing Tenancy & Sustaining Services

14. **LIVING WAGE.** DS  
SH Contract is covered under Living Wage provisions if this section is initialed by COUNTY \_\_\_\_.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Contract:

- A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC ([www.helpscc.org](http://www.helpscc.org)), Santa Cruz County Government ([www.co.santa-cruz.ca.us](http://www.co.santa-cruz.ca.us)), and Workforce Santa Cruz County ([www.workforcescc.com](http://www.workforcescc.com)) web sites.

16. **MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES.** Each of the following requirements shall be met, in addition to any other requirements of this Contract.

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

- A. Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR’S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”).
  - (1) For the purposes of this paragraph, “CONTRACTOR’S fiscal year” shall be that period the CONTRACTOR utilizes for its annual budget cycle.
  - (2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.
- B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here \_\_\_\_ (Aud); \_\_\_\_ (CA).
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR’S financial position or substantially interferes with the CONTRACTOR’S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.
- D. For audit authority of the ACCTC refer to the paragraph on “Retention and Audit of Records.”

17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

Contract No. W4157

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(NON-PROFIT)**


IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **CALIFORNIA RURAL  
LEGAL ASSISTANCE, INC.**

By:   
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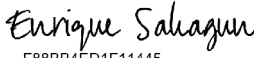
Jose Padilla  
Executive Director  
1430 Franklin Street, Suite 103  
Oakland, CA 94612  
(510) 267-0762  
jpadilla@crla.org

4. **COUNTY OF SANTA CRUZ**

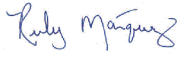
By:   
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Randy Morris, Human Services Director  
Human Services Department

3. **APPROVED AS TO INSURANCE:**

  
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Risk Management 6/22/2022

1. **APPROVED AS TO FORM:**

  
57EE5DD2EEC8447...  
Office of the County Counsel  
6/22/2022

DISTRIBUTION:

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- California Rural Legal Assistance, Inc.

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)



Exhibit A – Scope of Work

Agreement No. W4157

**CALIFORNIA RURAL LEGAL ASSISTANCE INC.  
EVICTION AND HOMELESS PREVENTION PROGRAM**

**AGREEMENT OVERVIEW**

The State of California established the Housing Is Key (HIK) program and associated statewide eviction protections to reduce the risk of displacement, evictions, and homelessness among California renters impacted by the COVID-19 pandemic. The HIK program partners at the state level established contracts with Local Partner Network (LPN) providers within Santa Cruz County to help with HIK program outreach, marketing, application, and housing assistance. The HIK program stopped taking applications for financial assistance on March 31, 2022, although California extended eviction protections through June 30, 2022, for those households that applied for rental assistance and are awaiting payment.

The Human Services Department (COUNTY) is entering into a contract with California Rural Legal Assistance Inc. (CONTRACTOR) to provide additional local funding resources to support Santa Cruz County LPN provider organizations to: Help HIK applicant households secure utility and rent payments from the HIK program prior to June 30, 2022; Assist HIK applicant households with sustaining their current housing or transitioning to other stable housing while their application is processed; and support HIK applicant households to avoid eviction from their housing.

**PERFORMANCE MEASUREMENTS**

<b>How Many Services Will Be Provided?</b>	<b>How Well Will Services Be Provided?</b>	<b>Is Anyone Better Off?</b>
<p>A minimum of 250 individuals are reached out to in Santa Cruz County community.</p> <p>140 Housing Is Key applicants received support with their Housing Is Key application and housing tenancy and sustaining services work.</p> <p>Of the 140 applicants, 35 Housing Is Key applicants received housing navigation or tenancy sustaining services to enable them to sustain their current housing or to relocate to stable housing.</p> <p>105 Housing Is Key applicants received mediation or legal assistance services to prevent informal or formal evictions from their housing.</p>	<p>60% of HIK assisted applicants that receive payment on their HIK funding request.</p> <p>50% of HIK assisted applicants that receive referrals and access additional services and resources to help them maintain their housing or secure other housing.</p> <p>.</p>	<p>90% of assisted households able to sustain housing, of which: 55% of assisted households avoided informal eviction or displacement; and 35% of assisted households avoided an Unlawful Detainer on their record.</p>

Exhibit A – Scope of Work

Agreement No. W4157

CALIFORNIA RURAL LEGAL ASSISTANCE INC.  
EVICTION AND HOMELESS PREVENTION PROGRAM

**CONTRACTOR RESPONSIBILITIES**

## LPN COORDINATION

1. CONTRACTOR shall ensure coordination and avoidance of duplication of services among state contracted LPN providers through establishing a mutually understood list.
2. CONTRACTOR shall provide within 30 days the COUNTY with copies of state LPN contract agreements with Local Initiatives Support Corporation (LISC).
3. CONTRACTOR shall maintain and coordinate data collection and outcome reporting to the COUNTY in partnership with the state HIK program, and LPN.

## OUTREACH AND SERVICES

1. CONTRACTOR shall develop and implement a HIK applicant outreach strategy in partnership with state HIK program staff, the COUNTY, and LPN. COUNTY shall approve proposed outreach strategy prior to implementation.
2. CONTRACTOR shall provide COUNTY with a key program contract roster and operating scheduling within the first 30 days of this contract.
  - a. CONTRACTOR shall update COUNTY regarding changed to the program contract roster and schedule when changes occur, time is of the essence.
3. CONTRACTOR shall establish a relationship with Santa Cruz County 2-1-1 (2-1-1) as a centralized hub for receiving initial return phone calls and email requests for assistance from HIK applicants.
4. CONTRACTOR shall develop a triage and referral protocol for utilization by 2-1-1 staff to link HIK applicants with appropriate and available local renter support resources.
5. CONTRACTOR shall provide HIK applicants with tenant rights education, mediation and/or legal assistance services to prevent informal evictions or displacement and formal evictions.
6. CONTRACTOR shall ensure that culturally appropriate and translation services are being provided to the applicants when needed.

## REFERRALS

1. CONTRACTOR shall receive referrals from 2-1-1, state HIK communications, or self-referrals and verify service focus on those that applied for HIK funding prior to March 31, 2022.
2. CONTRACTOR shall coordinate referrals among LPN providers and other entities to avoid duplication of services and maximize the number of households served through this contract.

## HOUSING TENANCY &amp; SUSTAINING SERVICES

Exhibit A – Scope of Work

Agreement No. W4157

CALIFORNIA RURAL LEGAL ASSISTANCE INC.  
EVICTION AND HOMELESS PREVENTION PROGRAM

1. CONTRACTOR shall provide housing tenancy and sustaining services as described in Exhibit E – Housing Tenancy and Sustaining Services or housing transition navigation services for HIK applicants triaged and prioritized for this level of support.
2. CONTRACTOR shall document assessments and other work done with families to help them maintain existing housing or secure new housing.

**GENERAL CONTRACTOR SERVICE-RELATED RESPONSIBILITIES**

1. CONTRACTOR shall maintain an internal grievance and complaint procedure for participants in the program.
  - a. CONTRACTOR shall provide COUNTY with a copy of the internal grievance and complaint procedure.
  - b. CONTRACTORS shall notify COUNTY immediately of any grievances or complaints that may not get resolved internally, time is of the essence.
2. CONTRACTOR shall notify COUNTY immediately of any significant incidents that arise in the provision of services to participants including breaches of confidentiality, significant 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, and other significant program operational concerns that impact or related to CONTRACTOR performance(time is of the essence).
3. CONTRACTOR shall participate in and assist with facilitation of regular LPN meetings along with the COUNTY. This will include participation in meetings related to program quality review and performance.
4. CONTRACTOR shall coordinate services and supports with key partner organizations, including but not limited to, the County Health Services Agency and Human Services Departments, Central California Alliance for Health, and other entities that can support households with securing or maintaining housing.
5. CONTRACTOR shall maintain data and records related to the implementation of this contract and reporting on required contract activities and performance metrics. The data and records shall be maintained for the duration of the contract.

**REPORTING REQUIREMENTS**

**INVOICES**

1. CONTRACTOR shall provide monthly invoices, using a template provided by the COUNTY, to document services costs based on the budget detailed in this scope of work and the attached Exhibit B - Budget document.

Exhibit A – Scope of Work

Agreement No. W4157

CALIFORNIA RURAL LEGAL ASSISTANCE INC.  
EVICTION AND HOMELESS PREVENTION PROGRAM

2. Monthly invoices shall be submitted via email to COUNTY authorized staff at [HSDCCU@santacruzcounty.us](mailto:HSDCCU@santacruzcounty.us) within 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 for the specific fiscal year in which the services were provided, by 5p.m. on the first calendar Friday of June in the specific fiscal year in which the services were provided. This date is subject to change. COUNTY will provide notice of any changes 30 calendar days prior to the effective date of the change.

**BACK UP DOCUMENTATION AND REPORTING**

1. CONTRACTOR shall provide required backup documentation on monthly contracted activities along with monthly invoices when submitted.
2. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of work. CONTRACTOR shall use a reporting template created by COUNTY last business day in January and the last business day in July. Failure to submit Semi-Annual Reports by the dates due may result in the withholding of payment for invoices until the report is submitted. COUNTY reserves the right to request a Quarter 1 progress report, covering July through September, due by the last business day in October, as well as a Quarter 3 progress report, covering January through March, due by the last business day in April.

**BUDGET MODIFICATION**

1. Given approvals stipulated herein, 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.

**ADDITIONAL TERMS AND CONDITIONS**

1. Corrective Action: CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR 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 require the

Exhibit A – Scope of Work

Agreement No. W4157

CALIFORNIA RURAL LEGAL ASSISTANCE INC.  
EVICTION AND HOMELESS PREVENTION PROGRAM

- CONTRACTOR to submit a brief 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).
2. Federal Funding: CONTRACTOR certifies they are not suspended, debarred or 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.
  3. 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 must be replaced within 90 days of the start of staffing vacancies.
  4. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), the CONTRACTOR shall report changes to the COUNTY within 10 business days of occurrence.
  5. Instruction: The CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. The CONTRACTOR will train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
  6. 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 appropriate COUNTY Program Manager.
  7. Number of Referrals: In the event that the number of referrals made by the COUNTY exceeds the maximum amount detailed in this scope of work, or if program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.
  8. Publicity and Outreach: The CONTRACTOR agrees to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. The CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.
  9. 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 [Jennifer.Kaley@santacruzcounty.us](mailto:Jennifer.Kaley@santacruzcounty.us) or at 831-454-4527. 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

Exhibit A – Scope of Work

Agreement No. W4157

CALIFORNIA RURAL LEGAL ASSISTANCE INC.  
EVICTON AND HOMELESS PREVENTION PROGRAM

specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)



Exhibit B - Budget

Agreement No. W4157

**CALIFORNIA RURAL LEGAL ASSISTANCE INC.**  
**EVICITION AND HOMELESS PREVENTION PROGRAM**

<b>LINE ITEM EXPENDITURES</b>	<b>PROGRAM COST</b>
<b>TOTAL PERSONNEL COSTS</b>	<b>\$152,743</b>
<b>TOTAL NON-PERSONNEL COSTS</b>	<b>\$21,170</b>
<b>TOTAL ADMINISTRATIVE OVERHEAD</b>	<b>\$26,087</b>
<b>GRAND TOTAL</b>	<b>\$200,000</b>

Attachment: Contract W4157-CRLA Eviction &amp; Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

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

Contractor: California Rural Legal Assistance, Inc.

## 1. PREAMBLE

CONTRACTOR, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (hereinafter referred to as COUNTY), and, if so, may have access to confidential data and personally identifiable information (collectively referred to as PII) pertaining to persons and/or entities receiving services from the COUNTY. This information includes but is not limited to client name, address, social security number, date of birth, biometric record (e.g. fingerprints, voice recordings and photographic images), driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such PII in its possession, especially PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that the PII shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this Agreement as a condition of the attached contract with the COUNTY.

## 2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained in the course of performing an administrative function on behalf of the COUNTY that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes 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: (1) 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; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR.
- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the COUNTY, or the CONTRACTOR.
- d. "Secure environment" means any area where:
  - i. Workers assist in the administration of services provided by COUNTY;
  - ii. Workers use or disclose PII; or
  - iii. PII is stored in paper 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 hereby agrees not to divulge to any unauthorized person, company or organization any of the PII obtained while performing work pursuant to the attached contract with the COUNTY without the prior written consent of the participant.
- b. CONTRACTOR agrees to forward all requests for the release of any PII received by it/her/him to the Program Manager or Analyst associated with the attached contract.
- c. CONTRACTOR further agrees to keep confidential: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR under the attached contract.
- d. CONTRACTOR agrees to protect said Confidential Materials against disclosure to other than COUNTY employees who have a need to know the information.
- e. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.
- f. CONTRACTOR shall limit access and use of any PII provided by the COUNTY, or by the participant, to a business need solely for the purpose of administering the program supported by this Agreement.
- g. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials in the CONTRACTOR's possession shall continue in effect beyond the termination of this Agreement, and shall continue until the PII and Confidential Materials are destroyed or returned to COUNTY.
- h. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request of CONTRACTOR.

### 4. INFORMATION SECURITY AND PRIVACY STAFFING

- a. CONTRACTOR agrees to report immediately to the designated Human Services Department Contract Manager as well as to the COUNTY Security Compliance Officer [[InformationSecurityOfficer@santacruzcounty.us](mailto:InformationSecurityOfficer@santacruzcounty.us) or (831)454-4840] any and all violations of this Agreement by it/her/him and by any other person, company or organization of which it becomes aware.

### 5. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all of their employees involved in the work under this Agreement and attached contract of the requirements concerning confidentiality in the handling of PII. The improper use or disclosure of PII for any other purpose may carry civil and/or criminal sanctions at a personal level.
- b. It is acknowledged that violation of this Agreement may subject CONTRACTOR to termination of the attached contract, civil and/or criminal action and that the COUNTY may seek possible legal redress.
- c. CONTRACTOR employees pertinent to this contract 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.

Exhibit C- Data Privacy and Security Agreement

Agreement No.: W4157

- d. COUNTY and CONTRACTOR acknowledge that Federal and State laws relating to data security and privacy are rapidly evolving. COUNTY may at any time develop further details to confidentiality protocols as it relates to contracted work, which as approved will be submitted formally to the CONTRACTOR.

6. PHYSICAL SECURITY

- a. The CONTRACTOR awarded funds under the attached contract shall maintain, use and store all PII and information gathered pertaining to program participants in a secure environment in order to ensure the participant’s right to confidentiality.

7. TECHNICAL SECURITY CONTROLS

At all times CONTRACTOR shall use secure systems to access, store, process and transmit PII.

8. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

- a. During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:
  - i. **Initial Notice to COUNTY** by email to COUNTY Security Compliance Officer [InformationSecurityOfficer@santacruzcounty.us](mailto:InformationSecurityOfficer@santacruzcounty.us) as well as by phone to (831)454-4840. Notice shall include all information known at the time and shall be made:
    - 1. **Immediately upon discovery** of a suspected security incident that involves PII provided to CONTRACTOR by the COUNTY.
    - 2. **Within one working day of discovery**, the CONTRACTOR shall notify COUNTY of:
      - i. Any incident involving unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person;
      - ii. Any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement;
      - iii. Potential loss of PII affecting this Agreement.

DocuSigned by:  
 NAME: Jose Padilla DATE: 6/22/2022  
 (Signature) 1D20FB4B2B79443...

NAME: Jose Padilla

POSITION: Executive Director, California Rural Legal Assistance, Inc.

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

Exhibit D – Nondiscrimination Agreement

Agreement No.: W4157

**ASSURANCE OF COMPLIANCE  
WITH THE HUMAN SERVICES DEPARTMENT**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

California Rural Legal Assistance, Inc.

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, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, domestic partnership, genetic information, gender expression, gender identity, or sexual orientation 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; 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 THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient 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 the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

DocuSigned by:  
NAME: Jose Padilla DATE: 6/22/2022  
(Signature) 1D20FB4B2B79443...

NAME: Jose Padilla POSITION: Executive Director, California Rural Legal Assistance, Inc.

Address of Vendor/Recipient: California Rural Legal Assistance, Inc.  
1430 Franklin Street, Suite 103  
Oakland, CA 94612

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

Exhibit E – Housing Tenancy and Sustaining Services

Agreement No.: W4157

## CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

## HOUSING TENANCY AND SUSTAINING SERVICES

Below is a list of the types of activities including housing tenancy and sustaining services work. Services should be tailored to the unique support needs of each tenant households including but not limited to:

## RENTAL ASSISTANCE SERVICES

- Plan and method to pay the rent on a consistent basis
- Provide education/training e.g., roles, rights, responsibilities of tenant and landlord
- Review rental agreement, tenant expectations, and CA landlord-tenant handbook
- Setup utilities and payment of bills through establishing a bank account and a method of payment. Utilities include gas, electric, water, garbage, internet, phone, television, and discount programs.
- Ensure key housing items for housing stability are available in the home, e.g., basic furnishings, household items, bedding, etc.
- Develop plan for managing keys and how to address unit/room lockouts
- Assist in resolving disputes with landlords and/or neighbors, e.g., repayment plans Plan for room/unit maintenance and cleanliness
- Establish and connect with emergency contact(s)
- Support with addressing maintenance issues

## SUSTAINING SERVICES

- Coach on developing and maintaining key relationships with landlords/property managers to foster successful tenancy
- Assist tenants with annual housing recertification process or other affordable housing required steps
- Coordinate with landlord and care manager (health) to address identified issues that could impact housing stability
- Address behavior-related lease violations e.g., noise, illegal activity, guests, and hoarding
- Support health and safety visits, including habitability checks, if necessary
- Help prepare and support reasonable accommodation requests
- Develop plans for responding to health issues or relapse, e.g., Wellness Recovery Action Plan (WRAP), identify supporters in times of a health crisis or relapse



Exhibit E – Housing Tenancy and Sustaining Services

Agreement No.: W4157

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

HOUSING TENANCY AND SUSTAINING SERVICES

LINKAGE TO RESOURCES

- Advocate and link tenants with community resources to prevent eviction
- Assist tenants with public benefits access and maintenance, e.g., SSI advocacy, CalWORKs, CalFresh, etc.
- Update address and contact information with key agencies e.g., post office, benefits, insurance, etc.
- Assist tenants in accessing support, when needed, for Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), In-Home Supportive Services (IHSS) or similar linkages
- Link tenants with independent living and life skills supports – budgeting, financial literacy, connection to community resources

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

Certificate Of Completion

Envelope Id: 2688BB0C37B643AE8D8E9F6A714A6F41

Status: Completed

Subject: Please DocuSign: W4157-CRLA Eviction & Homeless Prevention Agreement.pdf

Source Envelope:

Document Pages: 20

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 3

Erica Schwanbeck

AutoNav: Enabled

701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

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

Erica.Schwanbeck@santacruzcounty.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Erica Schwanbeck

Location: DocuSign

6/22/2022 12:22:13 PM

Erica.Schwanbeck@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Signature

Timestamp

Sara Harb

DS  
SH

Sent: 6/22/2022 12:25:21 PM

sara.harb@santacruzcounty.us

Viewed: 6/22/2022 12:26:05 PM

4436

Signed: 6/22/2022 12:26:18 PM

County of Santa Cruz

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Signed by link sent to

sara.harb@santacruzcounty.us

Using IP Address: 50.196.141.26

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/6/2022 3:14:31 PM

ID: a9149646-bd8c-4a1b-b106-82a3e40f01eb

Ruby Marquez

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Ruby Marquez  
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Sent: 6/22/2022 12:26:19 PM

Ruby.Marquez@santacruzcounty.us

Viewed: 6/22/2022 5:24:04 PM

Santa Cruz County Counsel's Office

Signed: 6/22/2022 5:32:12 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Signed by link sent to

Ruby.Marquez@santacruzcounty.us

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

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ID: 6afa29e9-25dc-47c4-a427-dc9f8f33ff9d

Enrique Sahagun

DocuSigned by:  
Enrique Sahagun  
F88BB4ED1F11445...

Sent: 6/22/2022 5:32:13 PM

Enrique.Sahagun@santacruzcounty.us

Viewed: 6/22/2022 5:39:11 PM

Risk Manager

Signed: 6/22/2022 5:41:10 PM

County of Santa Cruz

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Signed by link sent to

Enrique.Sahagun@santacruzcounty.us

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

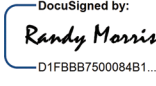
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Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

Signer Events	Signature	Timestamp
Jose Padilla jpadilla@crla.org Executive Director California Rural Legal Assistance, Inc. Security Level: Email, Account Authentication (None)	 <p>DocuSigned by:  <i>Jose Padilla</i>                      1D20FB4B2B79443...</p> Signature Adoption: Pre-selected Style Signed by link sent to jpadilla@crla.org Using IP Address: 98.210.154.87	Sent: 6/22/2022 5:41:12 PM Viewed: 6/22/2022 5:47:00 PM Signed: 6/22/2022 5:50:17 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/22/2022 5:47:00 PM  
 ID: 68a3fdc8-9ce4-40a0-a5b5-c8436106b693

Randy Morris Randy.Morris@santacruzcounty.us Director County of Santa Cruz Security Level: Email, Account Authentication (None)	 <p>DocuSigned by:  <i>Randy Morris</i>                      D1FB8B7500084B1...</p> Signature Adoption: Pre-selected Style Signed by link sent to Randy.Morris@santacruzcounty.us Using IP Address: 24.4.141.223 Signed using mobile	Sent: 6/22/2022 5:50:19 PM Viewed: 6/22/2022 5:53:09 PM Signed: 6/22/2022 5:53:32 PM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 3/1/2022 8:02:45 AM  
 ID: c7362043-de18-4181-9754-5e8c969f03c1

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	6/22/2022 12:25:21 PM
Certified Delivered	Security Checked	6/22/2022 5:53:09 PM
Signing Complete	Security Checked	6/22/2022 5:53:32 PM
Completed	Security Checked	6/22/2022 5:53:32 PM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

## **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**

Attachment: Contract W4157-CRLA Eviction & Homeless Prevention Agreement (12817 : Housing for Health Six-Month Update)

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.



**Contract No. W4116****INDEPENDENT CONTRACTOR AGREEMENT**  
**(NON-PROFIT)**

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Community Action Board of Santa Cruz County, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide Housing Assistance Funds as specified in in the attached Exhibit A – Scope of Work for the County of Santa Cruz Human Services Department (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed total \$1,110,400 for the duration of the contract term, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved on the project during the preceding month, as specified in the attached Exhibit B – Budget.

3. **TERM.** The term of this Contract shall be: June 1, 2022 through June 30, 2023. 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.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days’ written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR

normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here \_\_\_\_ / \_\_\_\_.

**A. Types of Insurance and Minimum Limits**

(1) Workers’ Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY DS  
SH DS  
HE

**B. Other Insurance Provisions**

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both

CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County  
Human Services Department  
Attn: Centralized Contracting Unit  
1040 Emeline Avenue  
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County  
Human Services Department  
Attn: Centralized Contracting Unit  
1040 Emeline Avenue  
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**8. INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:** (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

**9. NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

**10. ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

**11. RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

**12. PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

**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:

- Exhibit A - Scope of Work
- Exhibit B - Budget
- Exhibit C - Data Privacy and Security Confidentiality Agreement
- Exhibit D - Non-Discrimination Agreement

**14. LIVING WAGE** <sup>DS</sup> is Contract is covered under Living Wage provisions if this section is initialed by COUNTY SH.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

**15. NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Contract:

- A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC ([www.helpscc.org](http://www.helpscc.org)), Santa Cruz County Government ([www.co.santa-cruz.ca.us](http://www.co.santa-cruz.ca.us)), and Workforce Santa Cruz County ([www.workforcescc.com](http://www.workforcescc.com)) web sites.

**16. MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES.** Each of the following requirements shall be met, in addition to any other requirements of this Contract.

- A. Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR’S operations. Financial statements normally include: (1) a Statement of



Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”).

- (1) For the purposes of this paragraph, “CONTRACTOR’S fiscal year” shall be that period the CONTRACTOR utilizes for its annual budget cycle.
- (2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.

- B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here \_\_\_\_ (Aud); \_\_\_\_ (CA).
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR’S financial position or substantially interferes with the CONTRACTOR’S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.
- D. For audit authority of the ACCTC refer to the paragraph on “Retention and Audit of Records.”

**17. NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

**18. MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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Attachment: Contract-W4116 CAB Housing Assistance Fund (12817 : Housing for Health Six-Month Update)



SIGNATURE PAGE

Contract No. W4116

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(NON-PROFIT)**

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**2. COMMUNITY ACTION BOARD  
OF SANTA CRUZ COUNTY, INC.**

DocuSigned by:  
*Helen Ewan-Storey*  
By: \_\_\_\_\_  
3E7AE46DDA8B41F...  
Helen Ewan-Storey on behalf of  
MariaElena De La Garza  
Executive Director  
405 Main Street, Suite #207  
Watsonville, CA 95076  
(831) 763-2147 x202  
mariaelena@cabinc.org

**4. COUNTY OF SANTA CRUZ**

DocuSigned by:  
*Randy Morris*  
By: \_\_\_\_\_  
D1FB7B7500084B1...  
SIGNED  
Randy Morris, Human Services Director  
Human Services Department

**3. APPROVED AS TO INSURANCE:**

DocuSigned by:  
*Enrique Salazar*  
\_\_\_\_\_ 6/14/2022  
F88BB4ED1F11445...  
Risk Management

**1. APPROVED AS TO FORM:**

DocuSigned by:  
*Ruby Marquez*  
\_\_\_\_\_ 6/14/2022  
57EE5DD2EEC8447...  
Office of the County Counsel

**DISTRIBUTION:**

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Community Action Board of Santa Cruz County, Inc.

Attachment: Contract-W4116 CAB Housing Assistance Fund (12817 : Housing for Health Six-Month Update)

Exhibit A– Scope of Work, FY 2022-23

Agreement No. W4116

## COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

## HOUSING ASSISTANCE FUND

**AGREEMENT OVERVIEW**

A flexible housing assistance fund is an emerging best practice tool that supports the costs of people experiencing homelessness, or are at-risk of becoming homeless, move into or maintain housing through short-term housing and service interventions. Federal and state resources have been made available to the COUNTY to help with re-housing and eviction prevention efforts.

The COUNTY Human Services Department (HSD) is entering into a contract with the Community Action Board of Santa Cruz County, Inc. (CONTRACTOR) to provide flexible rehousing and prevention assistance fund management. Funds can be used to meet a variety of household needs related to rehousing or maintaining housing up to the specified allowable maximum per household per year in accordance with funding requirements as outlined in formal notice from COUNTY on the “Housing Assistance Fund Request” form. Fund requests are utilized to support participants in maintaining or obtaining housing and are reviewed and approved by COUNTY.

**CONTRACTOR RESPONSIBILITIES**

1. CONTRACTOR shall ensure that its services are available during their normally scheduled and published business hours.
2. CONTRACTOR shall inform COUNTY immediately if it is unable to provide during their normally scheduled and published business hours or if those hours change, time is of the essence.
  - a. During a week that CONTRACTOR is unable to provide services within their normally scheduled days and/or time frames, CONTRACTOR shall provide alternative availability that equates to the same number of service hours.
  - b. CONTRACTOR shall submit notification in writing if it needs to change services hours for more than two consecutive weeks. CONTRACTOR and COUNTY must agree in writing for any changes to service hours to be effective.
3. CONTRACTOR shall notify authorized COUNTY staff by email if informed by a vendor or participant about problems with an authorized payment, once issued, time is of the essence.

**ASSISTANCE FUND REQUESTS**

1. Assistance Fund Requests are completed by COUNTY authorized sources (COUNTY staff and/or COUNTY-designated partner agency) and reviewed by COUNTY staff. CONTRACTOR shall receive assistance requests from COUNTY staff after COUNTY determines participant eligibility for allowable assistance payments.
2. Authorized COUNTY staff will submit a Housing Assistance Fund Request using the form designated under **COUNTY RESPONSIBILITIES** herein. CONTRACTOR shall utilize the completed Housing Assistance Fund form as a referral to contact the participant or the supportive service provider listed on the form and initiate rehousing or prevention assistance fund services.

## COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

## HOUSING ASSISTANCE FUND

## CHECK RELEASE

1. CONTRACTOR shall arrange to pay each approved participant's vendor upon receipt of the assistance request, or in exceptional circumstances, reimburse the participant upon receipt of the assistance request.
2. CONTRACTOR shall contact the designated contact person, as specified on the Housing Assistance Fund Request form, once a completed and signed form is received to inform them of the following:
  - a. The earliest date and time check(s) will be available for pick up or mailed; or payment by other means is scheduled;
  - b. The location of checks;
  - c. The hours of operation for pick-up of the check(s);
  - d. The requirement of photo ID for release of check (or other COUNTY approved ID card if photo ID is unavailable); and
  - e. The requirement to return receipts to the CONTRACTOR for checks provided as needed.
3. CONTRACTOR shall coordinate with authorized COUNTY staff and/or the participant or supportive service provider to arrange for check pick up, generally, at the following locations:
  - a. South Santa Cruz County participant checks will be released at CONTRACTOR's office location at 406 Main Street, Suite 309 in Watsonville. At times when CONTRACTOR staff in Suite 309 are unavailable, there will be a sign posted on the door, directing participants to an office nearby to pick up their check.
  - b. North Santa Cruz County participant checks will be released at COUNTY's Customer Service Center at 1020 Emeline, Building B.
4. CONTRACTOR shall ensure that any completed and signed Housing Assistance Fund Request forms received before noon on typical business days will be ready for disbursement to approved participants on the following workday.
5. CONTRACTOR shall ensure that any completed and signed Housing Assistance Request forms received later than noon on typical business days will be ready for disbursement to approved participants within two working days.
6. CONTRACTOR shall confirm upon receipt that approval from COUNTY is sufficient to process payment in accordance with the parameters of this agreement and coordinate with COUNTY within one business day when clarification is needed.
  - a. CONTRACTOR shall ensure that checks distributed to participants are payable to the indicated service provider, landlord or vendor, as specified by COUNTY on the Housing Assistance Fund Request form. CONTRACTOR shall not issue payments made out directly to participants, except as specifically requested by COUNTY.

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

HOUSING ASSISTANCE FUND

- b. When COUNTY requests CONTRACTOR issue payment directly to a participant, CONTRACTOR shall confirm receipt of COUNTY-provided sworn statement of the participant or appropriate invoice from the participant obtained by COUNTY.

POST ASSISTANCE SURVEYS

- 1. CONTRACTOR will administer follow-up calls using a COUNTY approved survey with all participants that received housing assistance payments at three (3) and six (6) month intervals post assistance.
- 2. CONTRACTOR will enter all post assistance surveys into the corresponding client’s HMIS assessment record.
- 3. When CONTRACTOR identifies through post-assistance survey calls that a participant is no longer housed, or is at risk of becoming homeless, CONTRACTOR will provide participant with community resource information provided by COUNTY.

COUNTY RESPONSIBILITIES

- 1. COUNTY will provide payment requests to the CONTRACTOR by submitting a Housing Assistance Fund Request form completed by a COUNTY authorized provider and providing all necessary supporting documentation.
  - a. When COUNTY requests CONTRACTOR issue payment directly to a participant, this supporting documentation will include COUNTY-provided sworn statement of the participant or appropriate invoice from the participant obtained by COUNTY.
- 2. When COUNTY indicates recurring payment is needed by CONTRACTOR, COUNTY will issue an additional Housing Assistance Fund Request form for each month or period the payment is needed.
- 3. COUNTY will instruct CONTRACTOR how to run HMIS Data Quality Reports designed by COUNTY to collect data for the project. Based on CONTRACTOR data entry, reports will result in indicating data quality error levels.
- 4. COUNTY will designate the frequency of HMIS Data Quality Reports required of CONTRACTOR at the outset of this agreement, per mutual written understanding.
- 5. COUNTY will provide HMIS licenses to CONTRACTOR at COUNTY sole cost and expense via separate unrelated agreement.
- 6. COUNTY staff will authorize housing assistance payments and will provide CONTRACTOR with sufficient detail to execute prompt payment.

Attachment: Contract-W4116 CAB Housing Assistance Fund (12817 : Housing for Health Six-Month Update)

## COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

## HOUSING ASSISTANCE FUND

**REPORTING REQUIREMENTS**

## INVOICES

1. CONTRACTOR shall provide monthly invoices, along with any required invoice backup documentation, using an invoice template and/or web-based database created by COUNTY, documenting services costs based on Exhibit B – Budget.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at [HSDCCU@santacruzcounty.us](mailto:HSDCCU@santacruzcounty.us) within 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 by 5p.m. on the first calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes 30 calendar days prior to the effective date of the change.

## REPORTING

1. CONTRACTOR shall run HMIS Data Quality Reports designed by COUNTY to collect data for the project, at the designated frequency determined per mutual agreement at the outset of this agreement. Based on CONTRACTOR data entry, reports will result in indicating data quality error levels.
2. CONTRACTOR shall provide a detailed, monthly “Participant Payment List” as back up invoice documentation, to COUNTY authorized staff within 20 days following the end of the reported month, tracking the emergency payments made to participants as detailed in this Scope of Work, including:
  - a. Service dates
  - b. Participant name (first and last) and HMIS Number
  - c. The expense items purchased with the payment
  - d. The amount of the expense
  - e. Any amount of credit returned from or on behalf of a participant, to the COUNTY
  - f. Name of vendor paid on behalf of the participant
  - g. The payment type
  - h. Name of the authorizing COUNTY staff who submitted the Housing Assistance Fund Request.
3. CONTRACTOR shall ensure that Participant Payments and Payment List records are made available to authorized COUNTY staff and regulatory agents for the purposes of auditing, to

## COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

## HOUSING ASSISTANCE FUND

determine that all the terms, conditions and any regulatory requirements of this contract are being performed and accomplished as claimed.

- CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of work. 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. 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.

## BUDGET MODIFICATION

- 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 the approved, and within the total original fiscal year budget.
- Budget modification requests must be received no later than May 1<sup>st</sup> of the fiscal year in which the budget modification is applicable and must have prior approval by COUNTY authorized staff to be approved.
- 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.

## ADDITIONAL TERMS AND CONDITIONS

- Corrective Action:** The CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR 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 require the CONTRACTOR to submit a brief 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).
- 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.
- 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 must be replaced within 90 days of the start of staffing vacancies.



## COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

## HOUSING ASSISTANCE FUND

4. **Notification of Personnel Changes:** In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), the CONTRACTOR shall report changes to the COUNTY within 10 business days of occurrence.
5. **Instruction:** The CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. The CONTRACTOR will train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
6. **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 appropriate COUNTY Program Manager.
7. **Amount of Fund Requests:** In the event that the amount of funds requested made by the COUNTY exceeds the maximum amount detailed in this scope of work, or if program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.
8. **Publicity and Outreach:** The CONTRACTOR agrees to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. The CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.
9. **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 831-454-4527 or [Jennifer.Kaley@santacruzcounty.us](mailto:Jennifer.Kaley@santacruzcounty.us). 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.

Exhibit B - Budget Agreement No. W4116  
COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.  
HOUSING ASSISTANCE FUND

<b>LINE ITEM EXPENDITURES</b>	<b>PROGRAM COSTS</b>
<b>PERSONNEL COSTS - SALARIES &amp; BENEFITS</b>	<b>\$144,974</b>
<b>NON-PERSONNEL COSTS</b>	<b>\$32,690</b>
<b>PARTICIPANT COSTS</b>	<b>\$832,800</b>
<b>ADMINISTRATIVE OVERHEAD</b>	<b>\$99,936</b>
<b>GRAND TOTAL</b>	<b>\$1,110,400</b>

Attachment: Contract-W4116 CAB Housing Assistance Fund (12817 : Housing for Health Six-Month Update)

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

Contractor: Community Action Board of Santa Cruz County, Inc.

## 1. PREAMBLE

CONTRACTOR, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (hereinafter referred to as COUNTY), and, if so, may have access to confidential data and personally identifiable information (collectively referred to as PII) pertaining to persons and/or entities receiving services from the COUNTY. This information includes but is not limited to client name, address, social security number, date of birth, biometric record (e.g. fingerprints, voice recordings and photographic images), driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such PII in its possession, especially PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that the PII shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this Agreement as a condition of the attached contract with the COUNTY.

## 2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained in the course of performing an administrative function on behalf of the COUNTY that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes 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: (1) 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; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR.
- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the COUNTY, or the CONTRACTOR.
- d. "Secure environment" means any area where:
  - i. Workers assist in the administration of services provided by COUNTY;
  - ii. Workers use or disclose PII; or
  - iii. PII is stored in paper 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 hereby agrees not to divulge to any unauthorized person, company or organization any of the PII obtained while performing work pursuant to the attached contract with the COUNTY without the prior written consent of the participant.
- b. CONTRACTOR agrees to forward all requests for the release of any PII received by it/her/him to the Program Manager or Analyst associated with the attached contract.
- c. CONTRACTOR further agrees to keep confidential: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR under the attached contract.
- d. CONTRACTOR agrees to protect said Confidential Materials against disclosure to other than COUNTY employees who have a need to know the information.
- e. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.
- f. CONTRACTOR shall limit access and use of any PII provided by the COUNTY, or by the participant, to a business need solely for the purpose of administering the program supported by this Agreement.
- g. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials in the CONTRACTOR's possession shall continue in effect beyond the termination of this Agreement, and shall continue until the PII and Confidential Materials are destroyed or returned to COUNTY.
- h. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request of CONTRACTOR.

**4. INFORMATION SECURITY AND PRIVACY STAFFING**

- a. CONTRACTOR agrees to report immediately to the designated Human Services Department Contract Manager as well as to the COUNTY Security Compliance Officer [[InformationSecurityOfficer@santacruzcounty.us](mailto:InformationSecurityOfficer@santacruzcounty.us) or (831)454-4840] any and all violations of this Agreement by it/her/him and by any other person, company or organization of which it becomes aware.

**5. PERSONNEL CONTROLS**

- a. CONTRACTOR shall inform all of their employees involved in the work under this Agreement and attached contract of the requirements concerning confidentiality in the handling of PII. The improper use or disclosure of PII for any other purpose may carry civil and/or criminal sanctions at a personal level.
- b. It is acknowledged that violation of this Agreement may subject CONTRACTOR to termination of the attached contract, civil and/or criminal action and that the COUNTY may seek possible legal redress.
- c. CONTRACTOR employees pertinent to this contract 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.

Exhibit C - Data Privacy and Security Confidentiality Agreement

Agreement No.: W4116

- d. COUNTY and CONTRACTOR acknowledge that Federal and State laws relating to data security and privacy are rapidly evolving. COUNTY may at any time develop further details to confidentiality protocols as it relates to contracted work, which as approved will be submitted formally to the CONTRACTOR.

6. PHYSICAL SECURITY

- a. The CONTRACTOR awarded funds under the attached contract shall maintain, use and store all PII and information gathered pertaining to program participants in a secure environment in order to ensure the participant’s right to confidentiality.

7. TECHNICAL SECURITY CONTROLS

At all times CONTRACTOR shall use secure systems to access, store, process and transmit PII.

8. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

- a. During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:
  - i. **Initial Notice to COUNTY** by email to COUNTY Security Compliance Officer [InformationSecurityOfficer@santacruzcounty.us](mailto:InformationSecurityOfficer@santacruzcounty.us) as well as by phone to (831)454-4840. Notice shall include all information known at the time and shall be made:
    - 1. **Immediately upon discovery** of a suspected security incident that involves PII provided to CONTRACTOR by the COUNTY.
    - 2. **Within one working day of discovery**, the CONTRACTOR shall notify COUNTY of:
      - i. Any incident involving unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person;
      - ii. Any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement;
      - iii. Potential loss of PII affecting this Agreement.

DocuSigned by:  
 NAME: Helen Ewan-Storey DATE: 6/14/2022  
 (Signature) 3E7AE46DDA8B41F...  
 Helen Ewan-Storey on behalf of

NAME: MariaElena De La Garza

POSITION: Executive Director, Community Action Board of Santa Cruz County, Inc.

Attachment: Contract-W4116 CAB Housing Assistance Fund (12817 : Housing for Health Six-Month Update)

Exhibit D - Non-Discrimination Agreement

Agreement No.: W4116

**ASSURANCE OF COMPLIANCE  
WITH THE HUMAN SERVICES DEPARTMENT**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

**Community Action Board of Santa Cruz County, Inc.**

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, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, domestic partnership, genetic information, gender expression, gender identity, or sexual orientation 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; 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 THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient 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 the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

DocuSigned by:  
NAME: Helen Ewan-Storey DATE: 6/14/2022  
(Signature 3E7AE46DDA8B41F...)  
Helen Ewan-Storey on behalf of

NAME: MariaElena De La Garza  
POSITION: Executive Director, Community Action Board of Santa Cruz County, Inc.  
Address of Vendor/Recipient: Community Action Board of Santa Cruz County, Inc.  
405 Main Street, Suite #207  
Watsonville, CA 95076

Attachment: Contract-W4116 CAB Housing Assistance Fund (12817 : Housing for Health Six-Month Update)



## Certificate Of Completion

Envelope Id: 706114D523FD46FA9FB09D65C34F7F69

Status: Completed

Subject: Please DocuSign: W4116 CAB Housing Assistance Fund packet for signautre.pdf

Source Envelope:

Document Pages: 18

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 3

Erica Schwanbeck

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

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

Erica.Schwanbeck@santacruzcounty.us

IP Address: 63.194.190.100

## Record Tracking

Status: Original

Holder: Erica Schwanbeck

Location: DocuSign

6/13/2022 1:07:11 PM

Erica.Schwanbeck@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

## Signer Events

Sara Harb

sara.harb@santacruzcounty.us

4436

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

## Signature



## Timestamp

Sent: 6/13/2022 1:17:25 PM

Viewed: 6/13/2022 2:15:48 PM

Signed: 6/13/2022 2:16:04 PM

Signature Adoption: Pre-selected Style

Signed by link sent to

sara.harb@santacruzcounty.us

Using IP Address: 73.202.2.134

Signed using mobile

### Electronic Record and Signature Disclosure:

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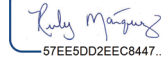
Ruby Marquez

Ruby.Marquez@santacruzcounty.us

Santa Cruz County Counsel's Office

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



Sent: 6/13/2022 2:16:05 PM

Viewed: 6/14/2022 10:09:55 AM

Signed: 6/14/2022 10:18:43 AM

Signature Adoption: Uploaded Signature Image

Signed by link sent to

Ruby.Marquez@santacruzcounty.us

Using IP Address: 63.194.190.100

### Electronic Record and Signature Disclosure:

Accepted: 4/6/2022 9:14:03 AM

ID: 6afa29e9-25dc-47c4-a427-dc9f8f33ff9d

Enrique Sahagun


Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



Sent: 6/14/2022 10:18:44 AM

Viewed: 6/14/2022 1:40:03 PM

Signed: 6/14/2022 1:45:37 PM

Signature Adoption: Pre-selected Style

Signed by link sent to

Enrique.Sahagun@santacruzcounty.us

Using IP Address: 63.194.190.100

### Electronic Record and Signature Disclosure:


Accepted: 2/28/2022 5:38:23 PM

ID: 53dded50-e6e0-41af-93b9-11ee12d5835c

**Signer Events**

Helen Ewan-Storey  
 helen@cabinc.org  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 3E7AE46DDA8B41F...  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to helen@cabinc.org  
 Using IP Address: 68.189.119.6

**Timestamp**

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 Signed: 6/14/2022 5:09:39 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/14/2022 1:49:26 PM  
 ID: 4e64be48-7aad-4865-a011-474fe5d8d490

Randy Morris  
 Randy.Morris@santacruzcounty.us  
 Director  
 County of Santa Cruz  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 D1FB8B7500084B1...  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to  
 Randy.Morris@santacruzcounty.us  
 Using IP Address: 24.4.141.223

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 Signed: 6/14/2022 5:35:07 PM

**Electronic Record and Signature Disclosure:**  
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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	6/13/2022 1:17:25 PM
Certified Delivered	Security Checked	6/14/2022 5:34:57 PM
Signing Complete	Security Checked	6/14/2022 5:35:07 PM
Completed	Security Checked	6/14/2022 5:35:07 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

Attachment: Contract-W4116 CAB Housing Assistance Fund (12817 : Housing for Health Six-Month Update)

## **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**

Attachment: Contract-W4116 CAB Housing Assistance Fund (12817 : Housing for Health Six-Month Update)

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.



Report SCZCM1000: County Form ADM-29

Contract No 22W4116

Contractor V117254 COMMUNITY ACTION BOARD OF SANTA CRUZ

Type NP	ICA Non-Profit			
Manager		Security Code	3910	Human Services
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total
\$1,110,400.00	\$0.00	\$1,110,400.00	\$0.00	\$0.00
Administrator		CAL Sec		

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Human Services and COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY INC.

The agreement will provide Housing Assistance Fund

Period of agreement is from 6/1/2022 to 6/30/2023.

Anticipated Cost is \$1,110,400.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 391200 - 62381 / JL WHEREF - WH014	1	EA	\$1,110,400.0	\$1,110,400.0
		Housing Assistance Fund				

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
06/15/22 15:29:06	HD015444	Megan Park	Contract Initiator	Self-Approved	Accepted
06/16/22 9:25:23	HD012981	Sarah Heffernan	Contract Initiator	Self-Approved	Accepted
06/16/22 9:27:01	HD012981	Sarah Heffernan	Contract Initiator	Self-Approved	Accepted
06/16/22 9:44:37	HD012151	Rick Harron	Departmental Manager	Appropriations Are Available	Accepted
06/24/22 8:50:12	GSD628	Marsha Marani	A38	A38	Accepted
Note Approved as to form. Approved by BOS 10 May 2022					
07/07/22 17:00:24	CAO053	Sven Stafford	A44	A44	Accepted
	CBD023	Christine Berge	A42	A42	Pending

\*\*\*\*\*  
 THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS  
 CERTIFIED BY THE CLERK OF THE BOARD  
 \*\*\*\*\*

Attachment: ADM-29 W4116 Community Action Board (12817 : Housing for Health Six-Month Update)





Report SCZCM1000: County Form ADM-29

Contract No 22W4156

Contractor V127587 COMMUNITY BRIDGES

Type NP	ICA Non-Profit			
Manager		Security Code	3910	Human Services
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total
\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$0.00
Administrator		CAL Sec		

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Human Services and COMMUNITY BRIDGES.

The agreement will provide Eviction and Homeless Prevention Program services

Period of agreement is from 6/1/2022 to 6/30/2023.

Anticipated Cost is \$300,000.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qnty	Units	Price	Extd Amt
1	2022	GL 391200 - 62381 / JL WHGFUND2 - WH014	1	EA	\$300,000.00	\$300,000.00
		Eviction and Homeless Prevention Program services				

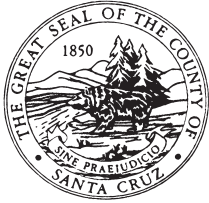
NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
06/24/22 13:03:12	HD012981	Sarah Heffernan	Contract Initiator	Self-Approved	Accepted
06/24/22 13:31:00	HD012151	Rick Harron	Departmental Manager	Appropriations Are Available	Accepted
06/27/22 13:07:44	GSD628	Marsha Marani	A38	A38	Accepted
Note Board Authority granted in BOS 3/22/22 #16--For Ratification in August					
07/07/22 16:37:44	CAO053	Sven Stafford	A44	A44	Accepted
07/27/22 8:15:28	CBD023	Christine Berge	A42	A42	Accepted

State of California  
 County of Santa Cruz  
 I, Carlos Palacios, ex-officio Clerk of the Board of supervisors of the County of Santa Cruz, State of California, do hereby certify that the above request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order fully entered in the minutes of said Board on

Attachment: ADM-29 W4156 Community Bridges (12817 : Housing for Health Six-Month Update)



**Report SCZCM1000: County Form ADM-29**

**Contract No** 22W4157

**Contractor** V118837 CALIFORNIA RURAL LEGAL ASSISTANCE INC

<b>Type</b> NP	ICA Non-Profit			
<b>Manager</b>		<b>Security Code</b> 3910	Human Services	
<b>Original Amount</b>	<b>Amendment Total</b>	<b>Current Maximum Total</b>	<b>Contingency Amt</b>	<b>Encumbrance Total</b>
\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00
<b>Administrator</b>	<b>CAL Sec</b>			

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Human Services and CALIFORNIA RURAL LEGAL ASSISTANCE INC.

The agreement will provide Eviction and Homeless Prevention Program services

Period of agreement is from 6/1/2022 to 6/30/2023.

Anticipated Cost is \$200,000.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 391200 - 62381 / JL WHGFUND2 - WH014	1	EA	\$200,000.00	\$200,000.00
Eviction and Homeless Prevention Program services						

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

**Workflow Approval History**

Time	User ID	User Name	Role	Approved As To	Status
06/23/22 13:05:04	HD012981	Sarah Heffernan	Contract Initiator	Self-Approved	Accepted
Note Board Approved as part of 3/22/22 memo.					
06/23/22 14:15:53	HD012151	Rick Harron	Departmental Manager	Appropriations Are Available	Accepted
06/23/22 17:13:59	GSD628	Marsha Marani	A38	A38	Accepted
Note Approved by Board of Supervisors 22 March 2022					
06/24/22 14:14:24	HD012981	Sarah Heffernan	Contract Initiator	Self-Approved	Accepted
Note Board Approved on 3/22/22 #16					
06/24/22 14:32:30	HD012151	Rick Harron	Departmental Manager	Appropriations Are Available	Accepted
06/24/22 15:11:09	GSD628	Marsha Marani	A38	A38	Accepted
07/07/22 16:37:43	CAO053	Sven Stafford	A44	A44	Accepted
07/27/22 8:15:28	CBD023	Christine Berge	A42	A42	Accepted

State of California  
County of Santa Cruz

I, Carlos Palacios, ex-officio Clerk of the Board of supervisors of the County of Santa Cruz, State of California, do hereby certify that the above request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order fully entered in the minutes of said Board on