

## Veterans Benefits Outreach Representative

### Proposal Requirements

Please email [HSDCCUProposals@santacruzcounty.us](mailto:HSDCCUProposals@santacruzcounty.us) with at minimum the following:

- Confirmation that you have read, understand and agree to the proposed documentation:
  - Scope of Work and Budget
  - County standard terms and conditions
  - Data Privacy and Security
  - Non-Discrimination
- Description of your qualifications, experience and interest
- Resume or curriculum vitae if available and applicable
- Reference List if available

The County of Santa Cruz intends to contract with a Veterans Benefits Outreach Representative through June 30, 2024. Dependent on available funding, program need and efficacy of this effort, there may be an opportunity to continue per standard County procedures. Services to be provided as an independent contractor to the County. This is not a benefited or salaried position of employment.

## VETERANS BENEFITS OUTREACH REPRESENTATIVE

**AGREEMENT OVERVIEW**

(CONTRACTOR) shall provide services as the Veterans Benefits Outreach Representative (VBO Rep) by focusing on the County of Santa Cruz's (COUNTY's) most difficult to access and difficult to serve veteran population. Overseen by the County Health Services Agency under Adult Mental Health. CONTRACTOR shall work in collaboration with the County Veterans Service Office and the County Veteran's Advocate. The VBO Rep will focus on recently discharged veterans, veterans facing severe challenges and those veterans located in rural areas. By working to bring awareness and education about the many services and benefits available to veterans through ongoing outreach and a positive and constant presence within the community, it is expected that this approach will increase the likelihood of these individuals accessing benefits.

**CONTRACTOR RESPONSIBILITIES**

1. CONTRACTOR shall independently maintain reliable transportation throughout the term of this agreement and be willing and able to travel to the rural areas of Santa Cruz County.
2. CONTRACTOR shall be available to work evenings and weekends for special events, scheduled in coordination with COUNTY.
3. In collaboration with COUNTY, CONTRACTOR shall obtain general knowledge of Federal, State, and Local benefits, programs, and facilities to assist veterans and their dependents in obtaining these vital resources.
4. CONTRACTOR shall assist accredited County Veteran Representatives in completing pension, compensation, and survivor benefits claims on behalf of eligible veterans and their dependents.
5. CONTRACTOR shall order records, obtain signatures, and assist with benefits claims in the field.
6. CONTRACTOR shall utilize COUNTY-provided VetPro automated records system (VetPro) to report progress in conducting benefits outreach, using the system developed in collaboration with COUNTY.
7. CONTRACTOR shall provide benefits presentations to local groups as identified by mutual agreement with COUNTY.
8. CONTRACTOR shall work with local service providers to perform outreach, collaborate, and provide detailed assistance in obtaining Veterans Administration benefits to veterans and their dependents.
9. CONTRACTOR shall agree to the COUNTY's standard terms and condition including:
  - a. Standard terms and conditions
    - i. Maintenance of general liability and automobile insurance
  - b. CONTRACTOR shall be required to complete the COUNTY's CalPERS Review of Sole Proprietors form at the outset of this agreement and upon request. When PERS history exists, additional documentation shall be completed upon request.

VETERANS BENEFITS OUTREACH REPRESENTATIVE

c. Data Privacy and Security Agreement

- i. CONTRACTOR shall be required to finalize COUNTY privacy and security processes prior to accessing the work area, including but not limited to acquiring an identification badge.

d. Non-Discrimination Assurance Compliance

**COUNTY RESPONSIBILITIES**

1. COUNTY will provide necessary information and support regarding veteran benefits to facilitate the CONTRACTOR’s ability to provide necessary benefits briefing to veterans and their dependents throughout the term of this agreement.
2. COUNTY will provide the CONTRACTOR with access to all necessary technology to support contracted activities (e.g. VetPro automated records system).
3. As needed, COUNTY will make office space available to CONTRACTOR during business hours.
  - a. COUNTY will coordinate with CONTRACTOR in securing access to technology needed to support outreach efforts.

**REPORTING AND COORDINATION REQUIREMENTS**

BUDGET

LINE ITEM EXPENDITURES	Suffix -01 FY
<b>PERSONNEL COSTS – SALARIES &amp; BENEFITS</b>	
VBO Rep @ \$27/hour	
<b>TOTAL PERSONNEL COSTS</b>	\$ _____
<b>NON-PERSONNEL COSTS</b>	
Travel & Training	
<b>TOTAL NON-PERSONNEL COSTS</b>	\$ _____
<b>GRAND TOTAL</b>	\$ _____

1. Line Items may be adjusted per mutual written agreement by submitting an adjustment request for approval to designated COUNTY contacts at the Veteran’s Services Office and Centralized Contracting Unit for review and approval prior to the affected invoice. If a line-item adjustment requires an amendment to the scope of work, COUNTY may require a formal agreement amendment, in accordance with COUNTY procedures.

VETERANS BENEFITS OUTREACH REPRESENTATIVE

2. COUNTY travel policies apply and will be communicated per mutual consent between COUNTY and CONTRACTOR to ensure appropriate claiming of approved costs.
3. Non-personnel costs include only:
  - a. Local mileage at COUNTY of Santa Cruz rates in effect at time of travel.
  - b. Occasional and incidental travel to neighboring counties at local mileage rates.
  - c. Current COUNTY Mileage rate as of 3/1/23 of \$0.655 cents/mile. COUNTY will notify CONTRACTOR of changes to approved mileage rate as soon as possible, along with the effective date of change. Any such change must be reflected in invoicing.

INVOICES

1. CONTRACTOR shall provide monthly invoices, along with any required backup documentation, using an invoice template and/or web-based database created by COUNTY, documenting services costs based on Exhibit A – Scope of Work and Budget.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCU@santacruzcounty.us within ten (10) 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 specific fiscal years by 5 p.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 thirty (30) calendar days prior to the effective date of the change.

REPORTING

1. CONTRACTOR shall provide quarterly reports from VetPro to the designated COUNTY contact at the Veteran's Services Office and designated COUNTY Fiscal Claiming staff per the schedule determined by COUNTY and provided to CONTRACTOR at the outset of each fiscal year term. Quarterly reports are generally due by the fifth (5<sup>th</sup>) calendar day of the month immediately following the fiscal quarter period.

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

Contractor: \_\_\_\_\_

## 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.
- 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;
  - b. Potential loss of PII affecting this Agreement.

NAME: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Please print)

POSITION: \_\_\_\_\_

Contract No. \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(STANDARD)**

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

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: (enter scope of work) as described in 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 \$(enter amount of contract) as outlined in Exhibit B – Budget, processed for payment in full after completion of the project, receipt of invoice, and approval of project manager [OR] after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month.

3. **TERM.** The term of this Contract shall be: (first date of contract) through (last date of contract). 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.**  
To the fullest extent permitted by applicable law, 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 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. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

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 \$\_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_ / \_\_\_\_.

**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 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 Contracts 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 Contracts 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 State Auditor 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:

(enter attachments here)

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Data Privacy and Confidentiality Security Agreement

Exhibit D – Non-Discrimination Assurance of Compliance

14. **LIVING WAGE.** This 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. Non-compliance during the term of the Contract with these Living Wage provisions 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-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.

16. **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.

SIGNATURE PAGE

Contract No. \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(STANDARD)**

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

**2. (ENTER CONTRACTOR NAME)**

**4. COUNTY OF SANTA CRUZ**

By: \_\_\_\_\_  
SIGNED

By: \_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINTED

Randy Morris, Director  
PRINTED

Address  
Address  
Phone  
Email

Human Services Department

**3. APPROVED AS TO INSURANCE:**

**1. APPROVED AS TO FORM:**

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Office of the County Counsel

**DISTRIBUTION:**

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- **Contractor**

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

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

(Enter Contractor Name)

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.

Date \_\_\_\_\_

\_\_\_\_\_  
Director's Signature

Address of Vendor/Recipient: \_\_\_\_\_

## County of Santa Cruz – Purchase Order Terms and Conditions

By providing services or commodities and accepting payment rendered pursuant to the Purchase Order (PO), the vendor agrees to abide by the following Invoicing Instructions and Terms and Conditions:

### **INVOICING INSTRUCTIONS: The Vendor is directed to provide invoicing pursuant to the following instructions**

**Original invoice required.** The Auditor Controller will only pay an original invoice or a PDF invoice emailed by the vendor to the issuing department. Except for Blanket POs, partial shipments must not be made nor invoiced without prior approval of County General Services Department, Purchasing Division.

**Include PO number.** Invoices must include number that appears in the upper right-hand corner of the PO.

**State partial or complete delivery.** Invoice must state complete or partial delivery and must show units and unit prices.

**Show shipping/handling charges.** Unless price includes shipping/handling, such charges must be shown on invoice.

**Invoice must match PO.** Prices shown on the invoice must match the Purchase Order.

**EFT/ACH Payment:** To sign up for electronic payment or update details, contact [Aud.Claims@santacruzcounty.us](mailto:Aud.Claims@santacruzcounty.us).

### **Terms and Conditions Applicable to both Commodities and Services**

1. Commodities and/or services may not be substituted without approval of County General Services Dept., Purchasing Division.
2. No charges will be allowed unless they are clearly identified and specified in this PO, including but not limited to those for commodities, services, transportation, containers, packing, etc.
3. The Vendor shall hold County, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account or the use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles, commodities or services furnished or used under this PO.
4. Vendor will not be held liable for failure or delay in the fulfillment of the PO if hindered or prevented by fires, strikes or Acts of God.
5. Prior to receipt of goods or services, County may, at its sole option and without penalty, terminate this Purchase Order by giving written notice.
6. Vendor shall not assign this Purchase Order without County's prior written consent.
7. County shall have 30 days from the receipt of an invoice to make payment unless otherwise stated in the Purchase Order.
8. The laws of the State of California shall apply to any disputes concerning the Terms and Conditions herein, and venue for any such dispute shall be the Superior Court of the County of Santa Cruz.
9. **HAZARDOUS SUBSTANCES.** If any product supplied or used in relation to the PO contains "hazardous substance" identified by California Department of Industrial Relations, supplier must submit 2 copies of Materials Safety Data Sheet as follows:
  - One copy with the product shipment; and
  - One copy to Co. Santa Cruz Personnel, Safety Officer, 701 Ocean Street, Room 510, Santa Cruz, CA 95060**
10. Compliance with County Code: Vendor shall comply with all applicable provisions of the Santa Cruz County Code, including but not limited to SCCC 7.110 and SCCC 2.37.
11. **Vendor** shall exonerate, indemnify, defend, and hold the County harmless, without limitation, its officers, agents employees and volunteers from and against any and all claims, demands, losses, damages, defense costs, all other legal costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it at any time 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 Vendor's performance under the terms of this Purchase Order, excepting any liability arising out of sole negligence of County. Such indemnification includes any damage to the person(s), or property(ies) of Vendor and third persons. In addition, all Vendors are solely responsible for any and all Federal, State, and Local taxes, charges, fees or contributions required to be paid with respect to Vendor and Vendor's officers, employees and agents engaged in the performance of this Purchase Order (including, without limitation, unemployment insurance, social security and payroll tax withholding). If Vendor provides design professional services, the indemnity protection provided by this section will be as broad and comprehensive as possible, while complying with the provisions of Civil Code Section 2782.8.

### **Terms and Conditions Applicable to Commodities Only**

12. The County is a political subdivision of the State of California and is not subject to Federal Excise Tax. The County pays or accrues applicable sales taxes on commodities based on delivery location.
13. Surface shipment only is authorized unless specifically stated otherwise in writing on the Purchase Order.
14. If a specific room number is provided in the Ship To details, delivery must be made to that room without exception.
15. Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, are considered the Vendor's responsibility unless otherwise stated on the Purchase Order.
16. For shipments sold FOB shipping point, the Vendor shall prepay charges. Vendor will then provide updated shipping costs to Purchasing to correct total on PO.
17. The balance of all partial shipments may be partially paid for items received ONLY.
18. Shipments not received by date required may be canceled by County without penalty.
19. Electrical equipment must meet California Industrial Safety Code.

### **Terms and Conditions Applicable to Services Only**

20. **Unless waived or reduced by County in writing, vendors** providing services must carry a minimum of \$1,000,000 **Comprehensive or Commercial** liability insurance, **Auto insurance** with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage if a vehicle is involved in delivery of service and Workers Compensation insurance in the minimum statutory amounts if the contractor has employees. Purchase Orders for professional services such as architectural and engineering services are required to carry a minimum of \$1,000,000 **Professional Liability** insurance.
21. Equipment provided by County to be used in the process of providing agreed upon services on this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of this Purchase Order.
22. No off-shore outsourcing of services. Vendor certifies that work done under this Purchase Order, either by the Vendor or any subcontractor, will be performed solely by workers within the United States.
23. Prevailing Wage-applicable labor exceeding \$1,000 requires payment of prevailing wage to employees who provide labor specified by this Purchase Order. View the DIR site at <https://www.dir.ca.gov/public-works/prevailing-wage.html>
24. This Purchase Order may be subject to provisions of County Code Chapter 2.122, requiring payment of living wage to covered employees. View requirements at: <http://www.co.santa-cruz.ca.us/Departments/GeneralServices/Purchasing/CurrentLivingWageOrdinance.aspx>.