

COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Qualifications (RFQ) #2018HSD01

FOR

Human Services Department, Family and Children's Services

Grievance Review Officer (GRO)

for referred California Child Abuse Central Index (CACI) Appeals

RESPONSES DUE:

July 13, 2017 3:15 p.m., PDT

at

County of Santa Cruz, Human Services Department
Centralized Contracts Unit
1000 Emeline Avenue
Santa Cruz, California 95060

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1. Invitation

The County of Santa Cruz, Human Services Department (HSD), is soliciting responses for Grievance Review Officer (GRO) services for referred California Child Abuse Central Index (CACI) appeals for Family and Children's Services (FCS). Detailed requirements are outlined within the scope of services.

2. Instructions to Respondents

A. Preparation of RFQ Response

Respondent shall submit a completed response with the required attachments, exhibits and explanatory materials, as applicable, and as specified herein. No oral, telegraph, telephone, facsimile or electronic responses will be accepted. Response must be completed in ink, typewritten, or word-processed as specified herein.

B. RFQ Process Schedule

The schedule for submittal and review of responses and notification of Respondents follows. County may change these dates as it deems necessary or appropriate.

Activity	Date
Release RFQ	June 6, 2017
Advertise RFQ to Local Networks and in Print Media	June 9 and 14, 2017
Deadline to Submit Questions	June 29, 2017
Dissemination of Questions and Answers	July 5, 2017
Deadline to Submit Responses	July 13, 2017, 3:15 p.m.
Approximate Notification of Award	July 31, 2017
Board of Supervisors Approval of New Contract(s)	September 12, 2017

C. Questions and Answers

Respondents must submit questions in writing to the HSD Contract Analyst, Beth Landes at Beth.Landes@santacruzcounty.us. The deadline to submit written questions is June 29, 2017, as provided in the RFQ Process Schedule. The HSD Contract Analyst will disseminate written questions and answers by July 5, 2017 on the HSD website at <http://www.santacruzhumanservices.org>.

D. Submission of Response

Respondent shall submit six copies: two (2) originals, signed in blue ink; three (3) copies; and one (1) electronic copy (on a USB drive) of the completed RFQ application with all of the required items, which include:

- ü Completed Response Cover Sheet (Exhibit B)
- ü Completed Qualifications and References
- ü Completed Rate Sheet or Budget (Exhibit C)
- ü Completed Designation of Subcontractors Form (Exhibit D)
- ü Completed Non-Collusion Declaration (Exhibit E)
- ü Completed Protest and Appeals Procedure (Exhibit F)

Response documents shall be delivered in a sealed envelope clearly marked RFQ # 2018HSD01 and addressed to:

County of Santa Cruz Human Services Department
Centralized Contracts Unit
1000 Emeline Avenue
Santa Cruz, California 95060

E. Deadline to Submit Responses

The deadline to submit responses is Thursday, July 13 2017, at 3:15 p.m. PDT.

F. Multiple Responses

Only one response will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one response.

G. Late Responses

Responses received after Thursday, July 13, 2017 at 3:15 p.m. PDT will be returned unopened.

H. Point of Contact

Respondents shall direct all questions regarding the RFQ to the HSD Contracts Analyst, Beth Landes via e-mail at BethLandes@santacruzcounty.us. Alternatively, questions may be directed to HSD's Contracts Manager, Sherra Clinton, at SherraClinton@santacruzcounty.us. Respondents could be disqualified for failure to adhere to this process.

I. References

Respondents shall complete and submit three (3) references. Reference checks based on the information will confirm that Respondents have successfully performed the proposed services on similar projects, including completion within budget, schedule and scope.

County reserves the right to check any or all references necessary to assess a Respondent's past performance pertaining to similar projects that demonstrate experience relevant to the RFQ scope of work and/or explicitly specified in the response, or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services known to the County.

J. Non-Collusion Declaration

Respondent shall execute and submit Exhibit E - Non-Collusion Declaration.

K. Evaluation Criteria

It is County's intent to select the Respondent that offers the greatest value to County based on an analysis of the following criteria:

Evaluation Criteria	Points
Applicant qualifications and experience	20
Knowledge of Penal and Welfare and Institutions (WIC) Codes	20
Demonstrates command of current CDSS regulations pertaining to Emergency Response Functions	20
Demonstrates current expertise in the Structured Decision Making Tool	10
Provides specific plan to remain current with new laws, regulations, tools	10
Applicant references	10
Rate Sheet or Budget	10
Total	100

The Response Review Panel, comprised of County staff, will evaluate all responses and select the Respondent who (1) best meets the needs as set forth in the RFQ, (2) is best qualified, and (3) is best able to provide the requested services. Evaluation of responses shall be within the sole discretion of HSD.

L. Reservations

County reserves the right to do the following at any time:

- Reject any and all responses without indicating any reasons for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFQ or any RFQ procedure or any subsequent negotiation process
- Terminate the RFQ and issue a new RFQ anytime thereafter
- Procure any services specified in the RFQ by other means
- Extend any or all deadlines specified in the RFQ by issuance of an addendum at any time prior to the deadline for submittals
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the response or by other means or other information available to County
- Reject the response of any Respondent that is in breach of or in default under any other agreement with County
- Reject any Respondent deemed to be non-responsive, unreliable, or unqualified, or who submits false information

M. Cost of Service

The work shall be performed for the fixed price, annual price, monthly price or hourly rate, as indicated. County reserves the right to negotiate the proposed cost with Respondent prior to contract signing. Agreed-to costs shall be firm through the end of the first contract term. Upon renewal, rates may be adjusted by mutual agreement.

N. Notification of Withdrawal of Response

Respondent or authorized representative may modify or withdraw response prior to the deadline for submittals by formal written notice. All responses (and any related materials) not withdrawn prior to the deadline for submittals will become the property of County.

O. Discrepancies, Omissions and Interpretations

If Respondent observes a discrepancy or omission in, or is unclear about any RFQ specifications or requirements, respondent shall notify the Contract Analyst via e-mail. The Contract Analyst may issue clarifications or instructions in the form of an addendum. Respondent is responsible for seeking clarification on anything in the RFQ that is unclear. County shall not be held responsible for interpretations. Respondent must submit questions in writing by Thursday, July 29, 2017 at 5:00 p.m. PDT. The Contract Analyst will disseminate written questions and answers.

P. Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

Q. Pre-Award Conference

If requested by County, selected Respondent shall meet with County prior to the award of a contract to review the scope of work and finalize the initiation of the contract.

R. Responsibility and Performance

County may at its sole discretion elect to not reject a response due to an error, omission, or deviation in the response. Such an election by County will neither modify the RFQ nor excuse Respondent from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ. County will consider Respondent to be the sole point of contact with regard to all contractual matters. Respondent shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the awarded contract are satisfactory. Respondent shall possess and provide upon request copies of licenses and/or permits required to conduct business in the State of California and/or the County of Santa Cruz prior to finalization of a contract.

S. Addenda

These documents may not be changed by any oral statement. Changes to these documents will be a written addendum issued by the HSD Contracts Manager or Analyst. Addenda will be posted on the HSD website; if/when necessary, a written addendum will be emailed to all known Respondents of record. Respondent shall be responsible for ensuring that its response reflects any and all addenda issued by HSD prior to the response due date, regardless of when the response is submitted.

T. Proprietary Information

Response will be subject to public inspection, in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the response. Respondent should not include in the response any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements.

U. Cost Liability

Respondent is solely responsible for all costs incurred in the submission of a response or in making necessary studies, designs, or computer benchmarks of estimates for preparation of a response.

V. Protest and Appeals Procedures

Please see the Protest and Appeals Procedures outlined in Exhibit F.

W. Local Vendor Preference

Pursuant to County Code Chapter 2.37.108, the County will offer a local business the opportunity to match the low bid if its bid is within 5%. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in County Code Chapter 2.37.108. To qualify, a local vendor must complete and return the Locally Operated Business Preference Affidavit of Eligibility form to the Contract Analyst within three (3) days after the RFQ response opening. Alternatively, the form may be submitted proactively with a response. Contact the HSD Contract Analyst for the form.

3. Services Overview

The County of Santa Cruz (COUNTY) Human Services Department (HSD) is soliciting responses for Grievance Review Officer (GRO) services for referred California Child Abuse Central Index (CACI) appeals for Family and Children's Services (FCS). The intent of this request is to solicit responses for qualified individuals who meet the requirements set forth by the California Department of Social Services' (CDSS) Grievance Procedures for Challenging Reference to the Child Abuse Central Index, outlined in State of California *CACI Listing Grievance Procedures* (SOC 833) of March 2012, available online at <http://www.cdss.ca.gov/inforesources/Forms-Brochures/Forms-Alphabetic-List/Q-T>. The proposed rates shall include all costs inclusive of travel and related expenses. It is the intent of HSD to award a contract to one or more respondents to provide Grievance Review Officer (GRO) services for referred clients. This RFQ is designed to seek appropriately certified providers that have the necessary expertise to offer high-quality, culturally proficient services.

4. Term of Contract

The Response Review Panel will review all responses received by the submittal due date and make recommendations for contract awards from the funds that are available. One contract is expected to be awarded on October 1, 2017 through June 30, 2018. The contract may be extended should funds become available for up to three (3) additional fiscal years. Should a new contract be awarded for subsequent fiscal years, the County reserves the right to award a new contract with the selected contractor for this service without the need for further competitive procurement, subject to approval by the Human Services Department

and the County of Santa Cruz Board of Supervisors, the availability of sufficient funds, and satisfactory performance by the awarded contractor.

5. Eligible Applicants

This RFQ is made available to interested applicants from all appropriately certified and qualified organizations, or individuals, with direct or related experience in providing Grievance Review Officer (GRO) services as outlined within the detailed scope of services.

The County reserves the right to conduct a pre-award interview to verify information contained in the response. The applicant agrees to provide the County with any public information the County determines as necessary for an accurate determination of the prospective contractor's qualifications to perform the services.

6. Scope of Services

Awarded CONTRACTOR is responsible for ensuring all services are provided in accordance with California Department of Social Services' (CDSS) Grievance Procedures for Challenging Reference to the Child Abuse Central Index, outlined in State of California *CACI Listing Grievance Procedures* (SOC 833) of March 2012, attached as Exhibit A and available online at <http://www.cdss.ca.gov/inforesources/Forms-Brochures/Forms-Alphabetic-List/Q-T>, including but not limited to:

- A. Awarded CONTRACTOR will act as the Grievance Review Officer (GRO) for referred Child Abuse Central Index (CACI) appeals.
 - 1. Act as the Grievance Hearing Officer for referred CACI Appeals. This will include reviewing cases and providing recommendations to COUNTY Human Services Department Family and Children's Services.
 - 2. Complete CACI reviews and submit recommendations to the Social Services Administration consistent with California Department of Social Services (CDSS) regulations.
 - 3. Be available to conduct CACI Grievance hearings. These will be as requested by COUNTY referral process to be outlined in writing at the outset of the awarded contract.
 - 4. Provide recommendations to COUNTY Human Services Department Family and Children's Services within regulatory timelines and in accordance with State Regulations.
- B. Awarded CONTRACTOR shall provide services to COUNTY in accordance with this scope of services and deliverables will be reviewed by HSD, FCS Division Director or Assistant Director for compliance with COUNTY requirements.
- C. Modifications of services must have prior written consent from the COUNTY.
- D. COUNTY will:
 - 1. Schedule the CACI hearings as needed through the contract term, and provide administrative support for the hearing.
 - 2. Provide office space for awarded CONTRACTOR to conduct hearings.

7. Budget

The proposed budget for the CACI Grievance Officer services is \$7,500 for the period of October 1, 2017 to June 30, 2018.

8. Reporting and Invoicing

- A. Upon request, Awarded CONTACTOR (Respondent) will submit invoices and reports in a shared database managed by COUNTY. The awarded CONTRACTOR will submit all invoices in a format approved by the COUNTY in arrears of services. Awarded CONTRACTOR may be requested to submit actual invoices within 15 days in arrears of services. For service months of May and June, the COUNTY reserves the right to request an early May invoice by the 5th business day of June; and/or an estimated June invoice by the 10th business day of June for June services. Final June invoices will be received per the standard actual invoice due date, which may be within 15 days in arrears of services.
- B. This is a negotiated rate response providing service-based payment for COUNTY authorized services. Awarded CONTRACTOR shall bill COUNTY Centralized Contracting Unit monthly in arrears by the 15th business day of each month, addressed to County of Santa Cruz Human Services Department, via one of the following methods to be determined within final contract negotiation:
1. Authorized data entry in the COUNTY's internet based contracting system, as requested by COUNTY
 2. Email to CCUMail@santacruzcounty.us
 3. Mail to County of Santa Cruz Human Services Department, Attn: Centralized Contracting Unit, 1040 Emeline Avenue, Santa Cruz, CA 95060.
- C. Awarded CONTRACTOR shall provide all back-up documentation for the invoice to designated COUNTY staff at County of Santa Cruz Human Services Department – Family and Children's Services, 1400 Emeline Avenue, Santa Cruz, CA 95060.

9. Submission of Package: Application Instructions

- A. Response Cover Sheet (Exhibit B)
Respondent is to use the Cover Sheet form provided to clearly identify the name of respondent or respondent's agency, the respondent's primary business office and web address, and the name, title, telephone number and email address of the chief executive and the principal contact person. Respondents must include the amount of funding being requested for the proposed services. An authorized representative of the respondent or respondent agency must also sign the response coversheet in order for the response to be accepted.
- B. Qualifications and Experience (20 Points)
Provide a written narrative that may not be longer than five pages, single-sided, in a font size no smaller than 11 point that describes your qualifications and experience in providing Grievance Review Officer (GRO) services or related services that corresponds to the scope of work and have produced high quality, and timely deliverables.
- C. Knowledge of Related Requirements (60 Points) – see also Evaluation Criteria
Include within the narrative sufficient information to demonstrate the respondent's knowledge of:
1. Penal and Welfare and Institutions (WIC) Codes
 2. Current CDSS regulations pertaining to Emergency Response Functions
 3. Expertise in the Structured Decision Making Tool

Also include within the narrative a specific plan to remain current with new laws, regulations, and tools applicable to providing the services.

D. References (10 Points)

As per Section 2 – Instructions to Respondents, item I. – References on page 5, attach a list of three (3) references. Include the agency name, address, contact name and title, and phone and email contact information

E. Rate Sheet or Budget (Exhibit C, 10 Points)

Please complete and submit the referenced rate sheet or provide a budget outline using Exhibit C – Rate Sheet or Budget, or reasonable equivalent, for the services proposed. The rates should be reasonable and accurate and provide a clear and concise description of all costs related to the proposed services.

F. Additional Forms

In addition to the above referenced Exhibits B and C and the qualifications and references, please complete and submit the following Exhibits:

- § Designation of Subcontractors Form (Exhibit D)
- § Non-Collusion Declaration (Exhibit E)
- § Protest and Appeals Procedure (Exhibit F)

10. Standard Terms and Conditions

In the event that an applicant is selected for award, additional documentation will be required in order to develop a contract for services. Awarded contractors must comply with the provisions stated in the sample Independent Contractor Agreement (ICA), Exhibit G. This document is included as a reference and is not to be completed and submitted as a part of the Request for Qualifications. Please note that evidence of insurance for all Worker’s Compensation, Automobile Liability, and Comprehensive or Commercial General Liability will be required as described on page 2 of the Independent Contractor Agreement.

In addition to the provisions outlined in the Independent Contractor Agreement, the awarded contractor must also comply with the provisions stated in the following attachments.

11. Attachments

- § Completed Response Cover Sheet (Exhibit B)
- § Completed Rate Sheet or Reasonable Equivalent (Exhibit C)
- § Completed Designation of Subcontractors Form (Exhibit D)
- § Completed Non-Collusion Declaration (Exhibit E)
- § Completed Protest and Appeals Procedure (Exhibit F)
- § Sample Independent Contractor Agreement (Exhibit G)
- § Sample Medi-Cal Data Privacy and Security Confidentiality Agreement (Exhibit H)
- § Sample Assurance of Compliance – Non-Discrimination (Exhibit I)

12. RFQ Forms

EXHIBIT B – RESPONSE COVER SHEET

Name of Respondent	
Primary Business Address (Street, City, State, Zip)	
Tax ID	
Primary Web Address	Agency Main Phone #
Chief Executive Name & Title	
Chief Executive Email Address	Chief Executive Phone #
Principal Contact Name & Title	
Principal Contact Email Address	Principal Contact Phone #

OFFICIAL AUTHORIZED TO SIGN FOR RESPONDENT:

Signature (blue ink)
Name and Title (printed)
Date

EXHIBIT C – RATE SHEET OR BUDGET

Use this form or provide reasonable equivalent. If additional pages are attached, please mark them as “RFQ#2018HSD01 – EXHIBIT C – RATE SHEET OR BUDGET”

SERVICE(S)	PRICE(S)
TOTAL	\$

NARRATIVE/DESCRIPTION/NOTES:

EXHIBIT D – DESIGNATION OF SUBCONTRACTORS FORM

Provide the following information for each subcontractor. If Respondent will not utilize subcontractors, state "NONE".

1. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

2. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

3. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

4. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

EXHIBIT E – NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFQ

I, _____, am the
(Print Name)

(Position/Title) of _____
(Company)

the party making the foregoing Response, affirming that this Response is not made in the interest of, or on behalf of, any undisclosed person, business or other entity; that this Response is genuine and neither collusive nor bogus; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a bogus Response; and has not directly or indirectly colluded or arranged with any other Respondent or anyone else to submit a bogus Response, or that any other Respondent or anyone else shall refrain from submitting a Response; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with any other Respondent or anyone else to fix the Response price of the Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of the Response price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; that all statements contained in this Response are true; and that the Respondent has not, directly or indirectly, submitted his/her Response price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, business, bid depository or other entity, or to any member or agent thereof to effectuate a collusive or bogus Response or Response price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Signature)

(Date)

EXHIBIT F – PROTEST AND APPEALS PROCEDURE

1. Protests and Appeals of Procurement Awards

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, may protest to the Human Services Department Director. The protest shall be submitted in writing to the address within five (5) business days after notification of the recommendation of award.

2. Protests to HSD

- a. The HSD Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
 - State the reason for the action taken;
 - Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors (Clerk of the Board) within seven (7) business days after receipt of the decision by HSD Director. If the award is not subject to approval by the Board of Supervisors (Board), the HSD Director shall make the final decision on the merits of the protest.
- b. HSD may discuss with County Counsel all protests prior to issuing a written decision.

3. Appeals to the Board of Supervisors

If so requested, as set forth in above, and if the award is subject to approval by the Board, the decision of HSD Director may be appealed to the Board. If the award is not subject to approval by the Board, HSD Director shall make the final decision on the merits of the protest per Section 2.

4. Appeal Time Limits

Appeals of decisions shall be initiated within ten (10) days of the decision. The County shall be considered an interested party. If the appeal period ends on a day when County offices are not open to the public for business, the time limits shall be extended to the next full business day.

5. Initiation of Appeals

- a. An appeal shall be filed with the Clerk of the Board on a form provided and shall state, as appropriate, any of the following:
 - A determination or interpretation is not in accord with the purpose of these procedures or County Code;
 - There was an error or abuse of discretion;
 - The record includes inaccurate information; or
 - A decision is not supported by the record.
- b. In the event of a timely appeal before the Board under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, and HSD, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

6. Appeal Procedure

- a. Appeal Hearing Date. An appeal shall be scheduled for a hearing before the Board within thirty (30) days of the County's receipt of an appeal unless the protestor and County consent to a later date.
- b. Notice and Public Hearing. An appeal hearing shall be a public hearing. Notice of the public hearing shall be mailed or delivered to the protestor within ten (10) days of the scheduled hearing date.
- c. Hearing. At the hearing, the Board shall review the record of the decision and hear oral explanations from the protestor and any other interested party.

- d. Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board shall mail notice of a County Board decision. Such notice shall be mailed to the protestor within five (5) business days after the date of the decision and to any other party requesting such notice.
- e. A decision by the Board regarding an appeal shall become final on the date the decision is announced to the public.

I acknowledge and will abide by the Protest and Appeals Procedures provided herein.

Signature

Date

EXHIBIT G – INDEPENDENT CONTRACTOR AGREEMENT

SAMPLE - DO NOT COMPLETE
Contract No. _____
FOR INFORMATIONAL PURPOSES ONLY
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) for the County of Santa Cruz (enter department name) 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), 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 Contracting Unit
1040 Emeline Ave.
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 Ave.
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:

(enter attachments here)

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 \$35,000, 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.

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SAMPLE - DO NOT COMPLETE
SIGNATURE PAGE
FOR INFORMATIONAL PURPOSES ONLY
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

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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*

EXHIBIT H – MEDI-CAL DATA PRIVACY & SECURITY CONFIDENTIALITY AGREEMENT

*SAMPLE - DO NOT COMPLETE
FOR INFORMATIONAL PURPOSES ONLY*

AGENT: _____ (CONTRACTOR)

CONFIDENTIALITY AGREEMENT:

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 and, if so, may have access to confidential data and client protected information 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, 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 of Santa Cruz or by other vendors doing business with the County of Santa Cruz. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. The County must ensure that the confidential data and client protected information shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this agreement as a condition of its/her/his work for the County.

CONTRACTOR hereby agrees not to divulge to any unauthorized person, company or organization any of the data or information obtained while performing work pursuant to the attached contract with the County of Santa Cruz. CONTRACTOR agrees to forward all requests for the release of any data or client protected information received by it/her/him to the County Designated Representative.

CONTRACTOR further agrees to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the County, including design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract. CONTRACTOR agrees to protect said confidential materials against disclosure to other than County employees who have a need to know the information. CONTRACTOR agrees that if proprietary information supplied by the County or by other County vendors is provided to it during this engagement, CONTRACTOR shall keep such information confidential.

CONTRACTOR agrees to report to the County Designated Representative any and all violations of this contract by it/her/him and by any other person, company or organization of which it becomes aware. CONTRACTOR agrees to return all confidential materials to the County Designated Representative upon completion of termination of the contract.

It is acknowledged that violation of this agreement may subject CONTRACTOR to civil and/or criminal action and that the County of Santa Cruz may seek possible legal redress.

NAME: _____
(Signature)

DATE: _____

NAME: _____
(Please print)

POSITION: AGENT

EXHIBIT I – ASSURANCE OF COMPLIANCE – NON-DISCRIMINATION

**ASSURANCE OF COMPLIANCE WITH THE HUMAN SERVICES DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

~~SAMPLE - DO NOT COMPLETE~~
(CONTRACTOR Name)
~~FOR INFORMATIONAL PURPOSES ONLY~~

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 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, 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), 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 or political belief 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 11135-11139.5, 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: _____