



County of Santa Cruz

HUMAN SERVICES DEPARTMENT

Randy Morris, Director

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COUNTY OF SANTA CRUZ, CALIFORNIA Human Services Department

Request for Qualifications (RFQ) #2022HSD09

FOR

Master Plan for Aging Community Needs Assessment

Question Deadline	5:00 PM; Pacific time, December 2, 2022 Submit questions by email to Contact Person
Submittal Deadline	5:00 PM, Pacific Time, December 16, 2022 Proposal must be submitted by this Deadline.
Submittal Location	HSDCCUMail@santacruzcounty.us
Contact Person	Erica Schwanbeck, Administrative Services Manager Email: HSDCCUMail@santacruzcounty.us

SECTION I - INVITATION

It is the intent of this Request for Qualification (RFQ) to identify qualified vendors interested in providing a community needs assessment related to a Master Plan for Aging (MPA) for the Human Services Department (HSD) Adult and Long Term Care (ALTC) division. The purpose of the community needs assessment will be to identify challenges or needs for implementing the MPA locally. The MPA has multi-jurisdictional support from local cities within Santa Cruz County and is focused on five goals: 1) Housing for all ages and stages; 2) Caregiving that works; 3) Health reimagined; 4) Affording aging; and 5) Inclusion and equity, not isolation.

Qualification of vendors will be performed by County staff, community organizations, and/or consultants who have expertise or experience in the areas of aging or disabled adults or strategic planning. These experts will evaluate and verify applicant responses and recommend vendor(s) for an agreement(s).

Santa Cruz County does not guarantee any minimum or maximum dollar amount or any awarded scope of services under this RFQ. Responses will be rated against an estimated project budget not-to-exceed \$200,000.

SECTION 2 - INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFQ Response

Respondents shall submit the completed Request for Qualifications (RFQ) response with required exhibits, attachments and explanatory materials, as applicable, as specified herein. No oral, telegraph, telephone, or facsimile will be accepted.

2.2 RFQ Process Schedule

The anticipated RFQ Process Schedule follows. The County may change these dates and/or the RFQ process if deemed necessary. If necessary, County will publish such changes accordingly.

Activity	Date
Release RFQ	November 15, 2022
Advertise RFQ Sentinel (2 dates, 1 week apart)	November 15, 2022 November 22, 2022
Deadline to submit questions	December 2, 2022, by 5:00pm PDT
Dissemination of questions and answers	December 9, 2022, by 5:00pm PDT
Deadline to submit RFQ responses	December 16, 2022, by 5:00pm PDT
Evaluation Process	December 2022 - January 2023
Vendor Notification of RFQ Results	February 2023

2.3 Submission of RFQ Response

A. Submit one (1) electronic copy (email) of the completed RFQ response as specified herein.

B. RFQ Responses shall be delivered via email clearly marked as **RFQ #2022HSD09** by **December 16, 2022, at 5:00 p.m., PDT** to HSDCCUMail@santacruzcounty.us

2.4 Evaluation Process

The evaluation team may determine presentations are necessary to fully access Respondents' qualifications. Respondents shall be required to participate in these presentations to qualify for consideration upon notification from County.

2.5 Late Responses

Respondents shall be responsible for the timely delivery of their RFQ responses. Responses received after **December 16, 2022, at 5:00 p.m., PDT** will be returned unopened.

2.6 Point of Contact

All questions regarding this RFQ shall be submitted in writing to the Contact Person or their authorized designee at HSDCCUMail@santacruzcounty.us. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.7 RFQ Evaluation Criteria

A. An evaluation team comprised of County and Community staff will evaluate the RFQ responses based on the following criteria:

Evaluation Criteria		Points
1.	Description of methodology to achieve project objectives	30
2.	Applicant qualifications and experience in social research, or community-based data coordination, collection, and reporting	25
3.	Experience working with persons in the aging and disabled population	20
4.	Experience engaging hard-to-reach populations	10
5.	Experience working in Santa Cruz County	5
6.	Total cost of proposal and projected timeline	10
Total		100

2.8 Reservations

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

- A. Reject any or all responses from vendors that could in any way restrict or give preference to, or which could be perceived to restrict or give preference to the bidding of any other vendors;
- B. Reject any or all responses without indicating any reasons for such rejection;
- C. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFQ or any RFQ procedure or any subsequent negotiation process;
- D. Terminate this RFQ and issue a new RFQ or Request for Information anytime thereafter;
- E. Extend any or all deadlines specified in the RFQ by issuance of an addendum at any time prior to the deadline to submit RFQ responses;
- F. Disqualify, at the sole discretion of the County, any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFQ response or by other data or means available to the County;
- G. Reject the response of any Respondent that is in breach of or in default under any other agreement with the County;
- H. Reject any Respondent deemed by the County to be non-responsive, unreliable, or unqualified or who submits false information.

2.9 Notification of Withdrawals of RFQ Responses

Respondents or authorized representatives may, by formal written notice to the Contact Person (email is preferred), modify or withdraw responses prior to the deadline to submit RFQ responses. All responses not withdrawn prior to this deadline will become the property of County.

2.10 Interpretation

Should any discrepancies or omissions be found in the RFQ, or doubt as to its meaning, the respondent shall notify the Contact Person in writing at once (e-mail is preferred). The County may issue written instructions or addenda to all participants in this RFQ process. No oral statement of interpretation by County staff shall be binding. Questions must be received no later than the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.11 Compliance

A. It is the responsibility of Respondent to read ALL sections of this RFQ prior to submitting a response.

- B. Failure to comply with the RFQ requirements provided herein could result in disqualification.

2.12 Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFQ paragraph number.

- A. Experience: Respondents must demonstrate familiarity with social research, strategic planning, and the unique challenges facing an aging and/or disabled population.
- B. Proposal: A proposed Scope of Work has been provided for the agreement; however, respondents may utilize their professional expertise to propose alternate ways to meet the project objectives.
- C. Budget: A proposed budget not-to-exceed \$200,000 has been identified for the project. Respondents must delineate cost for each component by deliverable and/or hourly rate. Implementation will begin upon finalization of a fully executed contract and services are currently budgeted through June 30, 2024. Selected Contractor(s) will provide a W-9 and complete County's Vendor Registration immediately upon notification of selection to negotiate contract(s), and work to meet short timelines for documentation needs described in the Attachments.

Dependent on available funding, program need and efficacy of this effort, and within standard County procedures, there may be an opportunity to continue the agreement beyond the currently funded terms. Services to be provided as an independent contractor to the County. This is not a benefited or salaried position of employment.

2.13 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Contact Person or designee.
- B. Addenda will be posted on the Human Services Department's website. If/when necessary, the Contact Person will email written addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their responses reflect any and all addenda issued by the Contact Person or designee prior to the deadline to submit RFQ responses regardless of when the responses are submitted.
- D. All addenda issued shall be incorporated into the contract awarded as a result of this RFQ.

2.14 Proprietary Information

Responses 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 as a separate attachment titled "proprietary" and only reference it within the body of the email response. Respondent should not include in the response any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements.

2.15 Cost Liability

Respondent is solely responsible for all costs incurred in the preparation and submission of an RFQ response.

County of Santa Cruz, Human Services Department
Request for Qualifications #2022HSD09

Master Plan for Aging Community Needs Assessment

Table of Attachments

Requirements for the resulting negotiated contract(s) include the following, which are provided as samples or available online:

1. Attachment A – Scope of Work for Master Plan for Aging Community Needs Assessment
2. Attachment B – Independent Contractor Agreement
3. Attachment C – Data Privacy and Security
4. Attachment D – Non-Discrimination
5. Attachment E – Sole Proprietor Review
6. Living Wage – review online at <http://www.co.santa-cruz.ca.us/Departments/GeneralServices/Purchasing/CurrentLivingWageOrdinance.aspx>
7. County Vendor Registration and W-9 – review online at <http://www.co.santa-cruz.ca.us/Departments/GeneralServices/Purchasing/HowtoRegisterasaVendor.aspx>

VENDOR NAME
SANTA CRUZ COUNTY MPA COMMUNITY NEEDS ASSESSMENT

OVERVIEW

Recognizing the aging and changing demographics in California, in 2021, Governor Newsom unveiled the State’s comprehensive Master Plan for Aging (MPA). The MPA is a blueprint for communities to implement strategies and partnerships that promote healthy aging with a focus on equity and inclusion. The County of Santa Cruz (COUNTY) formally established an [Operational Plan Objective¹](#) to identify priorities and resources necessary to implement the MPA locally. The MPA has multi-jurisdictional support from local cities within Santa Cruz County and is focused on five goals: 1) Housing for all ages and stages; 2) Caregiving that works; 3) Health reimagined; 4) Affording aging; and 5) Inclusion and equity, not isolation.

The COUNTY Human Services Department (HSD) Adult and Long-Term Care (ALTC) division is seeking a vendor (CONTRACTOR) with experience working with government agencies and community-based organizations (CBOs) and engaging harder-to-reach populations to develop and administer a comprehensive communitywide needs assessment (“the Project”) that will assist the COUNTY in developing a Strategic Plan for implementing a local Master Plan for Aging.

This project will be broken into three primary deliverables: the planning process, the needs assessment or survey, and the results report.

CONTRACTOR RESPONSIBILITIES

I. Planning Process

- A. CONTRACTOR shall coordinate with existing governance group to establish and convene a Steering Committee which will identify the primary outcomes and focuses of the Project.
 1. CONTRACTOR shall be responsible for the overall engagement of the Steering Committee and shall engage the Steering Committee at regular intervals throughout the Project.
 2. Steering Committee shall include but is not limited to: CBO representatives, government jurisdictional representatives, individuals with lived experience in the needs of aging or disabled adults, and other individuals from the community.
 3. CONTRACTOR may utilize stipends to encourage participation.

¹ <https://www.santacruzcounty.us/VisionSantaCruz/OperationalPlan.aspx>

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SANTA CRUZ COUNTY MPA COMMUNITY NEEDS ASSESSMENT

- B. CONTRACTOR shall be reasonably available to meet in person in Santa Cruz County, online and/or by telephone, and engage in regular meetings identified by COUNTY as part of project management.
- C. CONTRACTOR shall submit a Project timeline and work plan to COUNTY and Steering Committee for consideration and final approval prior to proceeding with the needs assessment.

II. Needs Assessment

A. Needs Assessment Survey Development

- 1. CONTRACTOR shall coordinate with COUNTY and Steering Committee to develop a needs assessment tool or survey.
 - a. The survey shall be based on the Master Plan for Aging's five (5) broad goals and [AARP's Livable Communities eight domains of livability](https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html)² with the primary objective of identifying ways to improve healthy aging in Santa Cruz County.
 - b. CONTRACTOR shall provide needs assessment tool or survey to COUNTY and Steering Committee for review and approval prior to proceeding with its execution.
 - i. Survey items shall be vetted by the Steering Committee to ensure adequate coverage of key indicators.
- 2. CONTRACTOR shall utilize their unique experience to develop a Recruitment and Outreach plan that will ensure the needs assessment is representative of County demographics and also ensures engagement of harder-to-reach populations.
 - a. CONTRACTOR shall provide Recruitment and Outreach plan to COUNTY and Steering Committee for review and feedback prior to proceeding with the survey execution.
- 3. CONTRACTOR shall convene Focus Groups of community members to inform needs assessment survey questions.

² <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

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SANTA CRUZ COUNTY MPA COMMUNITY NEEDS ASSESSMENT

- a. CONTRACTOR shall convene at least 3 survey groups consisting of at least 15 community members, representative of as many County zip codes as possible including a focus on more rural areas.
- b. Focus Groups shall be offered both in person and remotely/online.
- c. Focus Groups must be provided in both English and Spanish, at minimum.
- d. CONTRACTOR may utilize stipends to encourage community member participation.

B. Survey Execution

1. CONTRACTOR shall utilize CBOs to assist in the delivery of the needs assessment survey.
 - a. CONTRACTOR shall utilize Steering Committee to identify CBOs interested and able to assist in the delivery of the survey.
 - b. CONTRACTOR shall provide training to those CBOs to ensure the consistent delivery of the survey.
 - c. CONTRACTOR shall provide survey materials and support to those CBOs to ensure a successful survey delivery and response.
2. Survey delivery shall be multilingual English and Spanish at minimum.
3. Survey shall be delivered in multiple formats (e.g.: online or written).
 - a. CONTRACTOR shall be responsible for the collation of handwritten surveys into a data aggregate.
4. CONTRACTOR shall utilize their unique experience to develop a survey tool that takes respondents an appropriate amount of time to complete.
5. CONTRACTOR shall administer the survey and receive an adequate number of survey responses that is definitively representative as defined by industry standards of the demographics, population, and geography of the County, including language, income, and sexual orientation metrics.

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SANTA CRUZ COUNTY MPA COMMUNITY NEEDS ASSESSMENT

- a. Representation indicators (demographics, etc.) shall be included in the survey responses.
- b. CONTRACTOR shall periodically report back to Steering Committee regarding the success of the needs assessment throughout its execution.

III. Results Report

- A. CONTRACTOR shall manage all data collection and data entry including but not limited to survey processing, data quality checks, and preliminary analysis.
- B. CONTRACTOR shall provide COUNTY with the raw results of the surveys and deidentified comments collected in the focus groups in a .csv or comparable format.
 1. COUNTY shall retain sole rights and privilege of use of data collected and provided by CONTRACTOR.
 2. CONTRACTOR shall review this data and preliminary survey results with Steering Committee as soon as it is available to inform subsequent formal report.
- C. CONTRACTOR may reconvene Focus Groups to review needs assessment responses and identify key take-aways.
- D. CONTRACTOR shall provide a final, comprehensive report to COUNTY, including a presentation-ready copy.
 1. This shall include at minimum:
 - a. An executive summary, census report with jurisdictional data, data summarizing survey items, and subpopulation sections, including:
 - i. An overall summary of responses County-wide.
 - ii. Separate summaries by jurisdictional boundaries of the incorporated cities with Santa Cruz County and the County unincorporated area(s);
 - iii. Demographic summaries including age, gender, sexual orientation, race, ethnicity, primary household language, and income;

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- iv. A summary of needs identified by respondents and prioritized by the Steering Committee.
- 2. Whenever possible, survey response data shall be broken down in the report by both jurisdiction and demographic variables.
- 3. Report shall include analysis of qualitative data and summary themes.
- 4. Report shall be provided in a format that is easily interpreted by the general population.
- 5. CONTRACTOR may provide a draft report to Steering Committee for feedback.
- E. CONTRACTOR may identify secondary data to identify differences between Santa Cruz County and other areas within the State or nation where it may be helpful to further illustrate local capacity and needs.
 - 1. Secondary data shall be reviewed and approved by COUNTY and Steering Committee prior to its inclusion in the final report.

COUNTY RESPONSIBILITIES

COUNTY will approve plans in a timely manner to facilitate project timeline.

MUTUAL RESPONSIBILITIES

COUNTY and CONTRACTOR will work collaboratively and discuss project progress as requested by either party.

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) 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 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:

Attachment B – County standard terms and conditions (Independent Contractor Agreement)

(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.

Attachment B – County standard terms and conditions (Independent Contractor Agreement)

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:

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

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

Company Name: _____

Human Services Department

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*

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 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 as well as by phone to (831)454-4840. Notice shall include all information known at the time and shall be made:
 - 1. **Immediately upon discovery** of a suspected security incident that involves PII provided to CONTRACTOR by the COUNTY.
 - 2. **Within one working day of discovery**, the CONTRACTOR shall notify COUNTY of:
 - i. Any incident involving unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person;
 - ii. Any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement;
 - iii. Potential loss of PII affecting this Agreement.

NAME: _____
(Signature)

DATE: _____

NAME: _____
(Please print)

POSITION: _____

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

HUMAN SERVICES DEPARTMENT

CALPERS (California Public Employees Retirement System)

REVIEW OF SOLE PROPRIETORS

As a CalPERS agency, County of Santa Cruz policies require Departments review PERS history with prospective contractors doing business as a sole proprietor (generally constituted by those using a social security number on the W9 form).

This CalPERS Determination Process is critical, as contracting with a sole proprietor, but not reviewing their CalPERS status appropriately, could jeopardize their membership with CalPERS including affecting their benefits.

If CalPERS history exists, additional documentation is required. The process for review of the resulting documentation by PERS will take an additional two (2) months or more, dependent on PERS.

Name of Business as per W9: _____

Please check one:

- Not Applicable – Respondent’s W9 does not indicate sole proprietorship
- YES A history of working for or having benefits with a CalPERS agency may exist.
- NO No history of working for or having benefits with a CalPERS agency exists and CalPERS consideration does not apply.

Signature: _____

Date: _____

Printed Name of Signer: _____

Title of Signer: _____