

Veterans Benefits Outreach Representative

Proposal Requirements

Please email HSDCCUMail@santacruzcounty.us with at minimum the following:

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

The County of Santa Cruz intends to contract with a Veterans Benefits Outreach Representative through June 30, 2020. Dependent on available funding, program need and efficacy of this effort, there may be an opportunity to continue per standard County procedures. Services to be provided as an independent contractor to the County. This is not a benefited or salaried position of employment.

VETERANS BENEFITS OUTREACH REPRESENTATIVE**AGREEMENT OVERVIEW**

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

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall independently maintain reliable transportation throughout the term of this agreement and be willing and able to travel to the rural areas of Santa Cruz County.
2. CONTRACTOR shall maintain standard general liability and automobile insurance coverages required by COUNTY.
3. CONTRACTOR shall be available to work evenings and weekends for special events, scheduled in coordination with COUNTY.
4. In collaboration with COUNTY, CONTRACTOR shall obtain general knowledge of Federal, State, and Local benefits, programs, and facilities to assist veterans and their dependents in obtaining these vital resources.
5. CONTRACTOR shall assist accredited County Veteran Representatives in completing pension, compensation, and survivor benefits claims on behalf of eligible veterans and their dependents.
6. CONTRACTOR shall order records, obtain signatures, and assist with benefits claims in the field.
7. CONTRACTOR shall utilize COUNTY-provided VetPro automated records system (VetPro) to report progress in conducting benefits outreach, using the system developed in collaboration with COUNTY.
8. CONTRACTOR shall provide benefits presentations to local groups as identified by mutual agreement with COUNTY.
9. CONTRACTOR shall work with local service providers to perform outreach, collaborate, and provide detailed assistance in obtaining Veterans Administration benefits to veterans and their dependents.
10. CONTRACTOR shall agree to the COUNTY's standard terms outlined below. Agreement shall be duly executed prior to establishing a contractual agreement per COUNTY procedures.
 - Standard terms and conditions for purchase orders or contracts
 - Including but not limited to maintenance of general liability and automobile insurance
 - Data Privacy and Security Agreement
 - Non-Discrimination Agreement

VETERANS BENEFITS OUTREACH REPRESENTATIVE

11. CONTRACTOR shall be required to finalize COUNTY privacy and security processes prior to accessing the work area, including but not limited to acquiring an identification badge.
12. CONTRACTOR shall be required to provide input regarding having ever been associated to a CalPERS/reciprocity agency. PERS history if confirmed will result in additional documentation requirements in advance of the start date for services.

COUNTY RESPONSIBILITIES

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

REPORTING AND COORDINATION REQUIREMENTS

BUDGET

LINE ITEM EXPENDITURES	Suffix -01 FY19-20
PERSONNEL COSTS – SALARIES & BENEFITS	
VBO Rep @ \$27/hour	
TOTAL PERSONNEL COSTS	\$_____
NON-PERSONNEL COSTS	
Travel & Training	
TOTAL NON-PERSONNEL COSTS	\$_____
GRAND TOTAL	\$_____

1. Line Items may be adjusted per mutual written agreement by submitting an adjustment request for approval to the designated COUNTY contact at the Veteran’s Services Office and the Centralized Contracting Analyst for review and approval prior to the affected invoice. If a line item adjustment requires an amendment to the scope of work, COUNTY may require a formal agreement amendment, in accordance with COUNTY procedures.
2. COUNTY travel policies apply and will be communicated per mutual consent between COUNTY and CONTRACTOR to ensure appropriate claiming of approved costs.

VETERANS BENEFITS OUTREACH REPRESENTATIVE

3. Non-personnel costs include only:
 - Local mileage at COUNTY of Santa Cruz rates in effect at time of travel
 - Occasional and incidental travel to neighboring counties at local mileage rates
 - Current COUNTY mileage rate as of 07/01/19 of \$0.580 cents/mile. Changes to COUNTY approved mileage rate will be made to CONTRACTOR as soon as possible, along with the effective date of change. Any such change must be reflected in invoicing.

INVOICES

1. CONTRACTOR shall provide monthly invoices documenting costs of services provided based on this Exhibit A – Scope of Work and Budget. An invoice template and/or web-based database created by COUNTY may be required per COUNTY notification with 30 calendar days prior notice.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCUMail@santacruzcounty.us within 10 calendar days following the end of the month in which the services were provided, with the exception of year-end invoices for May and June.
3. CONTRACTOR shall submit May and June invoices for specific fiscal years by 5p.m. on the first calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes 30 calendar days prior to the effective date of the change.
4. Within 5 business days of receipt, monthly invoices will be reviewed by COUNTY staff and either approved, or necessary adjustments will be recommended and returned to the CONTRACTOR for re-submission.

REPORTING

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

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

Contractor: _____

SAMPLE

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.

SAMPLE

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**

SAMPLE

(Contractor Name)

SAMPLE

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42, and all relevant sections of the California Code of Regulations), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, domestic partnership, genetic information, gender expression, gender identity, or sexual orientation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

Date _____

Director's Signature

Address of Vendor/Recipient: _____

County of Santa Cruz – Purchase Order Terms and Conditions

INVOICE INSTRUCTIONS

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

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

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

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

Invoice must match PO. Prices shown on the invoice must match the purchase order.

DELIVERY. Where a **specific room** number is given, delivery must be made to that room **without exception**.

HAZARDOUS SUBSTANCE. If product supplied or used in relation to order contains "hazardous substance" identified by California Department of Industrial Relations, supplier must submit 2 copies of Materials Safety Data Sheet as follows:

1. One copy with the product; and
2. One copy to Co. Santa Cruz GSD, Safety Officer, 701 Ocean Street, Room 330, Santa Cruz, CA 95060

County of Santa Cruz is concerned about the environment and wishes to avoid ozone depleting chemicals. Supplier should offer for County's consideration suitable substitutes for products that are potentially detrimental to the ozone layer.

TERMS AND CONDITIONS

1. DO NOT substitute goods or services without approval of County General Services Dept., Purchasing Division.
2. No charges for transportation, containers, packing, etc. will be allowed unless they are specified in this order.
3. Political Subdivisions are not subject to Federal Excise Tax.
4. Surface shipment only is authorized unless specifically stated otherwise in writing.
5. In case of default by the Supplier, County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to Supplier, the difference between the price named in the contract or purchase order and the actual cost thereof to County. Prices paid by County shall be considered the prevailing market price at the time of purchase.
6. Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Supplier.
7. The Supplier shall hold County, its officers, agents, servants and employees, harmless from liability of any nature or kind on account or the use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliance furnished or used under this order.
8. **Independent Contractors** shall exonerate, indemnify, defend, and hold harmless COUNTY, without limitation, its officers, agents employees and volunteers from and against any and all claims, demands, losses, damages, defense costs, all other legal costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this AGREEMENT, excepting any liability arising out of sole negligence of County. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons. In addition, all independent contractors are solely responsible for any and all Federal, State, and Local taxes, charges, fees or contributions required to be paid with respect to CONTRACTORS and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding). If contractor is a "design professional," the indemnity protection provided by this section will be as broad and comprehensive as possible, while complying with the provisions of Civil Code Section 2782.8.
9. **Independent Contractors** supplying services must carry a minimum of \$1,000,000 **Comprehensive or Commercial** liability insurance, **Auto insurance** with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage if a vehicle is involved in delivery of service and Workers Compensation insurance in the minimum statutory amounts, if the contractor has employees. Contracts for professional services such as architectural and engineering services are required to carry a minimum of \$1,000,000 **Professional Liability** insurance unless waived or reduced by County in writing.
10. Supplier will not be held liable for failure or delay in the fulfillment of the order if hindered or prevented by fires, strikes or Acts of God.
11. Equipment for stock furnished by County to be used on this order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and order.
12. On shipments sold FOB shipping point, the Supplier should prepay charges and add to invoice.
13. Electrical equipment must meet California Industrial Safety Code.
14. The balance of all partial shipments shall be back ordered unless notified otherwise.
15. Shipments not received by date required may be canceled by County without penalty.
16. This agreement may be subject to provisions of County Code Chapter 2.122, requiring payment of living wage to covered employees. View requirements at: <http://sccounty01.co.santa-cruz.ca.us/gsd/Purchasing/Living Wage>.
17. **NO OFF-SHORE OUTSOURCING OF SERVICES.** Contractor certifies that work done under this Purchase Order, either by the Contractor or any Subcontractor, will be performed solely by workers within the United States.
18. County may, at its sole option and without penalty, terminate this purchase order by giving thirty (30) days written notice.
19. Contractor shall not assign this purchase order without County's prior written consent. If Contractor's business is sold, thirty (30) days prior written notice must be provided to County, which may then, at its sole option and without penalty, terminate the contract.
20. County shall have 30 days from the receipt of an invoice to make payment unless otherwise stated in the purchase order.
21. The laws of the State of California shall apply to any disputes concerning the Terms and Conditions herein.