

Housing Navigation Services

Proposal Requirements

Please email HSDCCUMail@santacruzcounty.us no later than 5:00 p.m. on Tuesday, January 5, 2021 with at minimum the following:

1. Confirmation that you have read, understand and agree to the proposed documentation and can meet the requirements (See Also Table of Attachments):
 - Attachment A1 – Scope of Work for Home Safe Housing Navigation Services
 - Attachment A2 – Scope of Work for Transitional Age Youth Housing Navigation Services
 - Attachment B – Rate structure template
 - Attachment C – County standard terms and conditions (Independent Contractor Agreement)
 - Attachment D – Data Privacy and Security
 - Attachment E – Non-Discrimination
 - Attachment F – Sole Proprietor Review
2. Description of qualifications, experience and interest, which may include:
 - Resume or curriculum vitae if available and applicable
 - References from funding sources for similar services, or examples of similar services provided
3. Rates using rate structure template provided

The County of Santa Cruz intends to contract with one or more social services consultant(s) or organization(s) for Housing Navigation services. The proposed scope of work for the Home Safe Program within the Adult Protective Services (APS) unit of the Human Services Department (HSD) Adult and Long Term Care (ALTC) division can be found in Attachment A1. The proposed scope of work for the Transitional Age Youth program within the HSD Housing for Health and Family & Children's Services (FCS) divisions can be found in Attachment A2.

Consultant(s) or organization(s) must have familiarity with housing navigation, including landlord engagement and knowledge of Housing Authority programs. Respondents will be rated based on qualifications, relevant experience and references as follows:

1. Applicant qualifications and experience in housing navigation, including landlord engagement and knowledge of Housing Authority programs (30 points)

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2. Experience working with the target population in a social service setting (25 points)
3. Experience working with persons experiencing homelessness in a social service setting (25 points)
4. Experience providing community-based case management services (20 points)
5. Fluent in Spanish (speaking, reading, writing) – up to 15 Bonus points

Implementation will begin upon finalization of a fully executed contract and services are currently budgeted for Home Safe through June 30, 2021 and for Transitional Age Youth through June 30, 2023. 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.

Successful responses will be reviewed when submitted on time and no later than 5:00 p.m. on Tuesday, January 5, 2021 with at minimum (A) description of qualifications, experience and interest; and (B) a completed rate structure proposal using template provided in Attachment B.

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.

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Table of Attachments

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

1. Attachment A1 – Scope of Work for Home Safe Housing Navigation Services
2. Attachment A2 – Scope of Work for Transitional Age Youth Housing Navigation Services
3. Attachment B – Rate structure template*
4. Attachment C – Independent Contractor Agreement
5. Attachment D – Data Privacy and Security
6. Attachment E – Non-Discrimination
7. Attachment F – Sole Proprietor Review
8. Living Wage – review online at <http://www.co.santa-cruz.ca.us/Departments/GeneralServices/Purchasing/CurrentLivingWageOrdinance.aspx>
9. County Vendor Registration and W-9 – review online at <http://www.co.santa-cruz.ca.us/Departments/GeneralServices/Purchasing/HowtoRegisterasaVendor.aspx>

*The Rate structure template Attachment B must be submitted with all responses in order to be considered for the resulting contract(s). All other documentation is provided for informational purposes and should not be submitted with the initial response to this request for qualifications.

VENDOR NAME

ADULT PROTECTIVE SERVICES HOME SAFE HOUSING NAVIGATION SERVICES

AGREEMENT OVERVIEW

October 22, 2018, the California Department of Social Services (CDSS) issued a request for proposal applications from county agencies administering the Adult Protective Services (APS) program to fund Home Safe, a three-year pilot program (July 1, 2019 - June 30, 2021). The Home Safe Program is to support the safety and housing stability of APS clients by providing housing-related assistance using evidence-based practices for homeless assistance, diversion and prevention.

As a provision of the Home Safe Program, the County of Santa Cruz (COUNTY) Human Services Department (HSD) seeks to enter into agreement with (CONTRACTOR) to provide eligible clients with housing support services. Services performed under this agreement shall implement evidence-based Housing First and Rapid Re-Housing practices with all participating clients. These services shall include outreach to engage at-risk clients, housing navigation that recruits landlords willing to rent to participating clients; identification of appropriate housing opportunities for eligible clients; case management; advocacy; and housing assistance, including referrals for temporary rent subsidies and other financial assistance.

PERFORMANCE MEASUREMENTS

How Many Services Will Be Provided?	How Well Are Services Provided?	Is Anyone Better Off?
Suffix – 01: (Name)		
Home Safe Intake packet (PR-VI-SPDAT) for fifteen (15) participants (<i>in full 12-month term, prorated for partial year terms</i>)	100% of intake assessment forms will be entered within five (5) working days of the changes being identified Data collection tool: LEAPS (COUNTY APS case management system database)	100% of participants served will have their case plan documented in LEAPS
Seven (7) participants unhoused at program entry will receive a housing placement (<i>in full 12-month term, prorated for partial year terms</i>)	75% of contacted landlords/property managers will commit to offer program participants housing when units are available Data collection tool: COUNTY spreadsheet	30% of participants unhoused at time of referral will be in permanent stable housing at program exit
Fourteen (14) individuals housed at program entry will receive new housing placements (<i>in full 12-month term, prorated for partial year terms</i>)	75% of contacted landlords/property managers and/or senior facility residences will commit to offer program participants housing or care placement when units/beds are available Data collection tool: COUNTY spreadsheet	90% of participants housed at time of referral will be in permanent stable housing at program exit

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CONTRACTOR RESPONSIBILITIES

SUPPORTIVE SERVICES

1. CONTRACTOR shall respond to referrals for housing navigation assessment and intervention as soon as reasonably possible and no later than within five (5) business days, using culturally competent practices in homeless assistance and prevention.
2. CONTRACTOR shall provide housing navigation services designed to assist clients to maintain or obtain stable, permanent housing. A plan to address program participant barriers and maintain permanent housing will be followed by CONTRACTOR as provided by referral source, or as developed by CONTRACTOR. The Housing Navigator shall identify each area in which clients will need assistance to accomplish the outlined goals and objectives (i.e., scheduling appointments, applying for public benefits, identifying subsidized housing, etc.).
3. CONTRACTOR shall complete fifteen (15) *Prevention / Re-Housing Vulnerability Index – Service Prioritization Decision Assistance Tool* (PR-VI-SPDAT) assessments within five (5) days of receipt of referral and enter into APS case management system (LEAPS database).
4. CONTRACTOR shall identify appropriate permanent housing options for clients such as subsidized housing, Disabled Medically Vulnerable vouchers (DMV), U.S. Department of Housing and Urban Development - VA Supportive Housing (HUD-VASH), permanent supportive housing, affordable and market rate housing, long term care facilities, and other housing opportunities.

CONTRACT MANAGEMENT

1. CONTRACTOR shall create and maintain documentation of service objectives and outcomes, as well as other services provided under this agreement shall in the APS case management system (LEAPS) within two working days from when services were rendered. If changes documentation are necessary, CONTRACTOR shall make the changes within two working days of the changes being identified. CONTRACTOR shall maintain complete and accurate documentation in accordance with State and COUNTY guidelines for each Home Safe participant. Guidelines for documentation within LEAPS will be provided by COUNTY at the outset of this agreement.
2. CONTRACTOR shall obtain a completed Release of Information form from each Home Safe participant providing permission to share client level data with identified housing partners and with the California Department of Social Services.

OUTREACH AND RELATIONSHIP MANAGEMENT

1. CONTRACTOR shall perform outreach to community, business owners, realtors, landlords, housing developers, hospital and long-term care facility staff and other service providers to identify new and existing opportunities and build strong relationships to better assist clients in accessing resources, employment, supportive services, and housing opportunities.
2. Within the initial thirty to sixty (30-60) days of this agreement term, CONTRACTOR shall make initial contact with a minimum of fifteen (15) local property management agencies, senior and/or subsidized apartment complexes, board & care facilities, motels and shelters and follow-up with regular contact at least monthly, to establish direct lines of communication in an effort to ensure

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landlords proactively reach out to CONTRACTOR as well.

3. CONTRACTOR shall conduct outreach, engagement and housing identification activities to identify units which meet participant’s maximum rent, desired size and location needs for program participants who are actively searching for housing.
4. CONTRACTOR shall conduct outreach to the Santa Cruz County Homeless Continuum of Care and other organizations and individuals involved in the local homelessness system to ensure all persons eligible for Home Safe are referred to available programs for assistance. As a result, CONTRACTOR may provide referrals on behalf of participant directly to programs, or may coordinate with system partners who may provide referrals for the client.
5. CONTRACTOR shall mediate tenancy concerns with landlords and neighbors as needed and provide written information about landlord/tenant rights and responsibilities to landlord and tenant. CONTRACTOR shall review and explain the requirements of lease/rental agreements to assist client in understanding their responsibilities.
6. CONTRACTOR shall actively participate in the Santa Cruz County Coordinated Entry System including Housing Workgroup meetings. This participation may include but is not limited to collaborative meetings, network with other agencies, coalitions and local community meetings.
7. CONTRACTOR shall work closely with local hospitals and long-term care facilities in planning safe discharge of recently homeless clients or those at-risk of becoming homeless.
8. CONTRACTOR shall agree to the attached Exhibit B – Data Privacy and Security Confidentiality Agreement and Exhibit C – Non-Discrimination Agreement. CONTRACTOR may also be required to finalize additional COUNTY privacy and security training.

COUNTY RESPONSIBILITIES

1. COUNTY will provide Home Safe participant referrals that meet APS criteria to CONTRACTOR.
2. COUNTY will meet with CONTRACTOR monthly, at minimum, as scheduled per mutual agreement.
3. COUNTY will provide relevant guidelines referenced herein to CONTRACTOR at the outset of this agreement.
4. COUNTY will provide access and orientation to the use of APS case management system, LEAPS database.

OTHER TERMS

1. COUNTY will coordinate with CONTRACTOR to secure access to necessary technology needed to support outreach efforts – primarily for access to and utilization of LEAPS – including when necessary providing training, office space and an identification badge allowing access. CONTRACTOR shall be required to complete additional training per standard HSD requirements.

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2. The number of housing placements is contingent on the number of Home Safe Participants requiring housing navigation and referrals directed to the CONTRACTOR. CONTRACTOR shall provide services for a minimum of twenty-one (21) placements; and shall serve additional participants based on capacity and funding availability.

REPORTING AND COORDINATION REQUIREMENTS

BUDGET

1. The total available budget for a fiscal year term of this agreement is not-to-exceed \$50,000 from July 1 through June 30.
2. Respondents to this solicitation shall provide a proposed budget within a reasonable facsimile of the structure provided as Exhibit B – Budget.

BUDGET MODIFICATION

1. Transfers between budget categories within a specific fiscal year may be made only through a budget modification, which must be requested to the COUNTY in writing by the CONTRACTOR in advance of the modification, providing the transfer is less than 30% (cumulative), is within a single budget suffix the approved, and within the total original fiscal year budget.
2. Budget modification requests must be received no later than May 1st of the fiscal year in which the budget modification is applicable and must have prior approval by COUNTY authorized staff to be approved.
3. Other transfers of funds may only be approved only through written approval of the Board of Supervisors and execution of a contract amendment. Contract amendments must be requested two calendar months prior to the proposed effective date of the amendment to allow time for the Board approval process.

INVOICES

1. CONTRACTOR shall provide monthly invoices, along with required backup documentation, using an invoice template and/or web-based database created by COUNTY, documenting services costs based on Exhibit B – Budget.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCUMail@santacruzcounty.us within 30 calendar days following the end of the month in which the services were provided, with the exception of year-end invoices for May and June.
3. CONTRACTOR shall submit May and June invoices for specific fiscal year by 5 p.m. on the first calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes 30 calendar days prior to the effective date of the change.
4. CONTRACTOR shall submit invoices for approval by COUNTY staff via email to HSDCCUMail@santacruzcounty.us. Backup to invoicing shall be maintained by CONTRACTOR

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and provided for informational purposes as applicable to invoice period and may additionally be requested by COUNTY in writing with five (5) business days advance notice.

5. County of Santa Cruz travel policies apply. Lump sum hourly rate may include administrative time as well as the following necessary and related travel:
 - a. Local mileage at County of Santa Cruz rates in effect at time of travel. Current COUNTY mileage rate as of 07/01/2020 of \$0.575 cents/mile. Changes to COUNTY approved mileage rate will be announced to CONTRACTOR as soon as possible, along with the effective date of change. Any such change must be reflected in invoicing.
 - b. Approved travel including mileage, lodging and meals and incidentals, reimbursed in arrears in compliance with United States General Services Administration (GSA) rates in effect at time of travel, as published at www.gsa.gov and adopted by the County of Santa Cruz Auditor-Controller.
 - c. Refer to GSA per diem rates for maximum lodging costs, maximum meals & incidentals rate, and policies related to travel charges.

REPORTING

1. COUNTY shall develop a spreadsheet for CONTRACTOR's tracking of contacts with local property management agencies, senior and/or subsidized apartment complexes, board & care facilities, motels and shelters. This spreadsheet will be accessible to the CONTRACTOR in order to provide COUNTY with summary data as well as backup detail regarding these contacts.
2. CONTRACTOR shall collect data for clients as needed to complete the State's required aggregate and individualized monthly reports, as defined by COUNTY at the outset of this agreement; and shall provide updated data to COUNTY by the 15th calendar day of each month.
3. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of work. CONTRACTOR shall use a reporting template created by the COUNTY, which are due January 31st and July 31st of each fiscal year. Failure to submit Semi-Annual Reports by the dates due may result in the withholding of payment for invoices until the report is submitted. The COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by April 30 for each fiscal year of this contract term.

ADDITIONAL TERMS AND CONDITIONS

1. Corrective Action: CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see

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Independent Contractor Agreement, section 4, Early Termination).

2. Federal Funding: CONTRACTOR shall certify that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
3. Uninterrupted Provision of Services: In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff shall be replaced within 90 days of the start of staffing vacancies.
4. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to the COUNTY within 10 business days of occurrence.
5. Instruction: CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
6. Consistency of Service: Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the appropriate COUNTY Program Manager.
7. Number of Referrals: In the event that the number of referrals made by the COUNTY exceeds the maximum amount detailed in this scope of work, or if program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.
8. Publicity and Outreach: CONTRACTOR shall agree to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.
9. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-7543 or Leslie.Goodfriend@santacruzcounty.us. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, the CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.

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TRANSITIONAL AGE YOUTH HOUSING NAVIGATION AND
HOUSING FOCUSED CASE MANAGEMENT SERVICES**AGREEMENT OVERVIEW**

The County of Santa Cruz Human Services Department (HSD) intends to enter into an agreement with (CONTRACTOR) to provide to Housing Navigation and Housing Focused Case Management services to facilitate young adults age 18-25, with a priority on young adults in the Foster Care or Probation Systems to overcome barriers to attaining and maintaining housing. CONTRACTOR is expected to provide eligible young adults with the services described below for the Transitional Age Youth (TAY) Housing Navigation.

PERFORMANCE MEASUREMENTS

How Many Services Will Be Provided? (annual measures)	How Well Are Services Provided?	Is Anyone Better Off?
Suffix – 01: Transitional Age Youth (TAY)		
Provide housing navigation and housing focused case management services to 27 youth (<i>in full 12-month term, prorated for partial year terms</i>)	100% of intake assessments will be completed within 5 days of meeting with a new participant <i>Data collection tool: County designed spreadsheet</i>	100% of participants served will have their housing plan documented in the countywide Homeless Management Information System (HMIS)
27 participants unhoused at program entry will receive a housing placement (<i>in full 12-month term, prorated for partial year terms</i>)	Participants will be housed within 90 days of entering the program <i>Data collection tool: countywide Homeless Management Information System (HMIS)</i>	80% of participants will be in permanent housing at program exit
27 participants will receive assistance to complete a Family Unification Program (FUP) voucher application (<i>in full 12-month term, prorated for partial year terms</i>)	90% of program participants will have a completed FUP voucher application submitted to the Housing Authority of Santa Cruz County within one month of entering the program. <i>Data collection tool: COUNTY designed spreadsheet</i>	100% of participants will have access to a FUP voucher to facilitate their ability to attain and maintain housing

CONTRACTOR RESPONSIBILITIES

HOUSING NAVIGATION AND HOUSING FOCUSED CASE MANAGEMENT SERVICES

1. CONTRACTOR shall conduct outreach to engage eligible persons with a focus on those in the County's Foster Care and Probation system and those with the most severe needs.
2. CONTRACTOR shall provide housing navigation services including housing search and landlord engagement activities in order to secure appropriate permanent housing for participants.

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3. CONTRACTOR shall provide housing case management to facilitate participants' ability to maintain their housing

HOMELESS PREVENTION SERVICES

1. CONTRACTOR shall provide care coordination including developing linkages to key resources across the community, including those from within the child welfare system and the local homeless Continuum of Care known as the Homeless Action Partnership (HAP).
2. CONTRACTOR shall provide assistance with attaining and maintaining a Family Unification Program (FUP) voucher application including:
 - o Completing the application including attaining all required back-up documentation
 - o Attending all meetings with the Housing Authority
 - o Addressing any concerns from the Housing Authority regarding the participant's application
 - o Working with the Housing Authority's housing inspectors to ensure identified units meet voucher requirements, including mediating issues as applicable
 - o Completing annual voucher re-certifications
 - o Providing housing case management for a minimum of 18 months post-housing for participants using the FUP voucher
3. CONTRACTOR shall connect participants to additional supports and resources based on each participant's needs and situation including accessing health care and mainstream benefits including:
 - o Identifying additional financial supports to help participants attain and maintain housing as needed
 - o Development of money management skills including the use of credit, debt and savings
 - o Providing instruction to understand renter's rights and responsibilities including independent living skills, addressing roommate situations, and developing and utilizing conflict resolution skills
 - o Conducting assessments of educational and career training desires and opportunities; and facilitate connections to applicable resources
 - o Addressing transportation needs
 - o Identifying counseling and support groups
 - o Providing support in mediating conflicts with landlords, roommates, or neighbors.

CONTRACTOR RESPONSIBILITIES

SUPPORTIVE SERVICES

1. CONTRACTOR shall respond to referrals for housing focused case housing navigation assessment and intervention as soon as reasonably possible and no later than within five (5) business days, using culturally competent practices in homeless assistance and prevention.
2. CONTRACTOR shall provide individualized housing navigation and housing focused case management services to participants to assist them to attain and maintain permanent housing.

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3. CONTRACTOR shall develop a housing plan in partnership with each participant.
4. CONTRACTOR shall, in partnership with each participant, submit a completed Family Unification Program (FUP) voucher application, including all required documentation, to the Housing Authority of Santa Cruz County (Housing Authority).
 - a. CONTRACTOR shall accompany participants to all Housing Authority meetings related to implementation of participants' FUP vouchers.
5. CONTRACTOR shall identify appropriate permanent housing options for participants based on participant's individualized needs and preferences. CONTRACTOR shall provide case coordination activities to facilitate participants' access to services and assistance to facilitate their ability to attain and maintain housing and meet their housing plan goals.

CONTRACT MANAGEMENT

1. Documentation of service objectives and outcomes as well as other services provided under this agreement shall be completed by CONTRACTOR in the Homeless Management Information System (HMIS), including changes, within two working days of the changes being identified. CONTRACTOR shall maintain complete and accurate documentation in accordance with State and COUNTY guidelines for each participant. All guidelines for documentation within HMIS will be provided by COUNTY at the outset of this agreement.
2. CONTRACTOR shall obtain a completed release of information form from each participant providing permission to share client level data with identified housing partners.

OUTREACH AND RELATIONSHIP MANAGEMENT

1. CONTRACTOR shall conduct outreach to identify persons age 18-25, with a focus on those who are currently or were at one time in the Foster Care or Probation systems who are experiencing homelessness and eligible for the TAY housing focused case management and housing navigation assistance.
2. CONTRACTOR shall perform outreach to community, business owners, realtors, landlords, housing developers, hospital and long-term care facility staff and other service providers to identify new and existing opportunities and build strong relationships to better assist clients in accessing resources, employment, supportive services, and housing opportunities.
3. CONTRACTOR shall conduct outreach, engagement and housing identification activities to identify units which meet participant's maximum rent, desired size and location needs for program participants who are actively searching for housing.
4. CONTRACTOR shall conduct outreach to the Santa Cruz County Homeless Continuum of Care and other organizations and individuals involved in the local homelessness system to ensure all persons eligible for the TAY program housing navigator and transitional housing program are referred to available programs for assistance. As a result, CONTRACTOR may provide referrals on behalf of participant directly to programs or may coordinate with system partners who may provide referrals for the client.

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5. CONTRACTOR shall mediate tenancy concerns with landlords and neighbors as needed; and provide written information about landlord/tenant rights and responsibilities to landlord and tenant. CONTRACTOR shall review and explain the requirements of lease/rental agreements to assist client in understanding their responsibilities.
6. CONTRACTOR shall actively participate in the Santa Cruz County Coordinated Entry System including housing workgroup meetings. This participation may include but is not limited to collaborative meetings and networking with other agencies and coalitions; and local community meetings.
7. CONTRACTOR shall agree to the attached Exhibit B – Data Privacy and Security Confidentiality Agreement and Exhibit C – Non-Discrimination Agreement. CONTRACTOR shall also be required to finalize additional COUNTY privacy and security training.

COUNTY RESPONSIBILITIES

1. COUNTY will provide TAY participant referrals that meet FCS criteria to CONTRACTOR.
2. COUNTY will provide relevant guidelines referenced herein to CONTRACTOR at the outset of this agreement.

MUTUAL RESPONSIBILITIES

1. COUNTY and CONTRACTOR shall meet monthly, at minimum, as scheduled per mutual agreement.

OTHER TERMS

1. COUNTY will coordinate with CONTRACTOR to secure access to necessary technology needed to support outreach efforts – primarily for access to and utilization of HMIS – including connecting CONTRACTOR with the HMIS Administrator. COUNTY will coordinate with CONTRACTOR to secure access to office space and an identification badge allowing access for use in meeting with participants, as desired and applicable. CONTRACTOR shall be required to complete additional training per standard HSD requirements.
2. CONTRACTOR shall provide services for a minimum of twenty-seven (27) placements in a full 12-month term, prorated for partial year terms; and shall serve additional participants based on capacity and funding availability.

REPORTING AND COORDINATION REQUIREMENTS

BUDGET

1. The total available budget for the term of this agreement is not-to-exceed \$172,800 through June 30, 2022.

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2. Respondents to this solicitation shall provide a proposed budget within a reasonable facsimile of the structure provided as Exhibit B – Budget.

BUDGET MODIFICATION

1. Transfers between budget categories within a specific fiscal year may be made only through a budget modification, which must be requested to the COUNTY in writing by the CONTRACTOR in advance of the modification, providing the transfer is less than 30% (cumulative), is within a single budget suffix the approved, and within the total original fiscal year budget.
2. Budget modification requests must be received no later than May 1st of the fiscal year in which the budget modification is applicable and must have prior approval by COUNTY authorized staff to be approved.
3. Other transfers of funds may only be approved only through written approval of the Board of Supervisors and execution of a contract amendment. Contract amendments must be requested two calendar months prior to the proposed effective date of the amendment to allow time for the Board approval process.

INVOICES

1. CONTRACTOR shall provide monthly invoices, along with required backup documentation, using an invoice template and/or web-based database created by COUNTY, documenting services costs based on Exhibit B – Budget.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCU@santacruzcounty.us within 30 calendar days following the end of the month in which the services were provided, with the exception of year-end invoices for May and June.
3. CONTRACTOR shall submit May and June invoices for specific fiscal year by 5 p.m. on the first calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes 30 calendar days prior to the effective date of the change.
4. CONTRACTOR shall submit invoices for approval by COUNTY staff via email to HSDCCU@santacruzcounty.us. Backup to invoicing shall be maintained by CONTRACTOR and provided for informational purposes as applicable to invoice period and may additionally be requested by COUNTY in writing with five (5) business days advance notice.
5. County of Santa Cruz travel policies apply. Lump sum hourly rate may include administrative time as well as the following necessary and related travel:
 - a. Local mileage at County of Santa Cruz rates in effect at time of travel. Current COUNTY mileage rate as of 07/01/2020 of \$0.575 cents/mile. Changes to COUNTY approved mileage rate will be announced to CONTRACTOR as soon as possible, along with the effective date of change. Any such change must be reflected in invoicing.
 - b. Approved travel including mileage, lodging and meals and incidentals, reimbursed in arrears in compliance with United States General Services Administration (GSA) rates in effect at time

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of travel, as published at www.gsa.gov and adopted by the County of Santa Cruz Auditor-Controller.

- c. Refer to GSA per diem rates for maximum lodging costs, maximum meals & incidentals rate, and policies related to travel charges.

REPORTING

1. CONTRACTOR shall collect data for clients as needed to complete the State's required aggregate and individualized monthly reports, as defined by COUNTY at the outset of this agreement; and shall provide updated data to COUNTY by the 15th calendar day of each month.
2. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of work. CONTRACTOR shall use a reporting template created by the COUNTY, which are due January 31st and July 31st of each fiscal year. Failure to submit Semi-Annual Reports by the dates due may result in the withholding of payment for invoices until the report is submitted. The COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by April 30 for each fiscal year of this contract term.

ADDITIONAL TERMS AND CONDITIONS

1. Corrective Action: CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see Independent Contractor Agreement, section 4, Early Termination).
2. Federal Funding: CONTRACTOR shall certify that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
3. Uninterrupted Provision of Services: In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff shall be replaced within 90 days of the start of staffing vacancies.
4. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to the COUNTY within 10 business days of occurrence.
5. Instruction: CONTRACTOR shall provide this Scope of Work to all of its employees who conduct

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HOUSING FOCUSED CASE MANAGEMENT SERVICES

activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.

6. Consistency of Service: Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the appropriate COUNTY Program Manager.
7. Number of Referrals: In the event that the number of referrals made by the COUNTY exceeds the maximum amount detailed in this scope of work, or if program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.
8. Publicity and Outreach: CONTRACTOR shall agree to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.
9. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-7543 or Leslie.Goodfriend@santacruzcounty.us. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, the CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.

VENDOR NAME
PROGRAM NAME

RFQ2020HSD06 Respondents note: Budget categories are fixed. Structure rates across any or all budget line items provided at your discretion. Remove any not applicable. Additional lines may be added within each budget category, when within the description for line item.

LINE ITEM EXPENDITURES	Suffix -01 Home Safe	Suffix -02 TAY
PERSONNEL COSTS – SALARIES & BENEFITS		
TOTAL PERSONNEL COSTS	\$	\$
INVOICED PARTICIPANT ACTIVITIES		
TOTAL INVOICED PARTICIPANT ACTIVITIES	\$	\$
INVOICED GROUP/OTHER ACTIVITIES		
TOTAL INVOICED GROUP/OTHER ACTIVITIES	\$	\$
NON-PERSONNEL COSTS		
Equipment, maintenance & Technology		
Travel & Training		
Rent & Utilities		
Marketing and Outreach		
Misc. Operating Expenses		
Professional Services		
Other		
TOTAL NON-PERSONNEL COSTS	\$	\$
CLIENT COSTS		
Incentives		
Client Supplies, Supportive Services and Transportation		
TOTAL CLIENT COSTS	\$	\$
ADMINISTRATIVE OVERHEAD	\$	\$
GRAND TOTAL	\$	\$

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 C – 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 C – 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 A1 – Scope of Work, Home Safe
- Exhibit A2 – Scope of Work, Transitional Age Youth (TAY)
- 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.

SIGNATURE PAGE

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

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

2. (ENTER CONTRACTOR NAME)

4. COUNTY OF SANTA CRUZ

By: _____
SIGNED

By: _____
SIGNED

PRINTED

Randy Morris, Director
PRINTED

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: _____