Request for Proposals (RFP) #2018HSD05 County of Santa Cruz

Kinship Support Services Solicitation
Date Due: September 7, 2018 at 3:00 p.m., PST

Location to submit all required application documents:

HSDCCUMail@santacruzcounty.us
County of Santa Cruz, Human Services Department
Centralized Contracting Unit
1000 Emeline Avenue, Santa Cruz, California 95060

Posting Location for any changes and related forms:
http://www.santacruzhumanservices.org
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Section A: Overview

The Family and Children's Services (FCS) Division of the County of Santa Cruz Human Services Department (HSD) invites proposals from qualified practitioners for Kinship Support Services for kinship caregivers, which includes relatives and non-relative extended family members (NREFM), and children they are caring for who are involved in the Santa Cruz County child welfare system. As a result of this Request for Proposals (RFP), the initial contract will be for the term of November 1, 2018 through June 30, 2019 in the amount of $107,000. Subsequently, a twelve (12) month contract will be awarded for $160,000 with annual renewal up to three years dependent upon satisfactory contractor performance and contingent upon available budget and Board of Supervisors approval. The response date for proposals is September 7, 2018.

Background

In October 2015, Assembly Bill (AB) 403 was signed into California law and ushered in a foundational shift for the state’s foster care system. AB 403 provided the statutory and policy framework to support a statewide initiative titled the Continuum of Care Reform (CCR). The vision of CCR is that all children live with a committed, permanent and nurturing family with strong community connections. CCR implements services and supports that are individualized and coordinated across systems and focus on increased capacity for home-based family care. When children cannot be safely placed in a family, CCR supports a move into short-term residential treatment programs (STRTP) where children can receive individualized care plans and intensive therapeutic interventions that support a transition to family. This is a shift from moving into a group home, otherwise known as congregate care.

The County of Santa Cruz Family and Children's Services’ (FCS) first priority with children receiving child welfare services is to keep them safely in their own homes with their parents. If that is not possible, kinship care is sought. For the purpose of this RFP, the term kinship care refers to foster care provided by relatives or non-relative extended family members (NREFM).

FCS is actively implementing CCR and a key component is finding and supporting relative families to care for youth who have experienced trauma due to abuse in their home. The goal of Kinship Support Services is to ensure children have a stable placement by providing relative caregivers with culturally-sensitive, age-appropriate, trauma-informed support, education, and tools for responding to their child’s behavioral and emotional trauma.

Need and Desired Results

Needs

In a review of the literature, children in kinship care achieve better outcomes than those in non-relative care.
• Young people have better outcomes generally when they receive kinship care than if they are placed in non-relative foster homes (National Institute for permanent family connectedness, 2017)

• Children in kinship care have fewer behavioral problems than children with unrelated foster parents and are more likely to attain household and family stability (Rubin, Downes, O'Reilly et al. 2008)

• Fewer children in kinship care report having changed schools (63%) than do children in non-relative foster care (80%) or those in group care (93%) (Pew Research 2008)

• Children who reunify with their birth parent(s) after kinship care are less likely to re-enter foster care than those who had been in non-relative foster placements (Brookdale Foundation, 2017)

Due to these positive outcomes, FCS works to identify a kin provider whenever possible. It is in the children’s best interest to stabilize and support these caregiver families as relative caregivers may face unique challenges. Kinship caregivers often assume responsibility for a child at a time in their lives when they are not expecting to become caregivers. Additionally, the children in their care have faced complex trauma, therefore, an understanding of how trauma affects children’s development, health and behavior is crucial. In particular, research shows that the transition to adolescence (ages 13 to 15 years) is associated with increased risk of reentry into care for those children in kinship care (Parolini et al., 2018), therefore these years are a critical time to support families.

Providing kinship caregivers with the support they need to care for the children/youth in their care maintains the stability of the placement and reduces the need for higher levels of care during crisis situations. Research has shown that in-home parenting programs that are culturally appropriate, trauma-informed and based on human development principles foster the well-being of kinship caregivers and the children in their care.

**Desired Results**

In alignment with the principles of CCR, FCS focuses all work toward the achievement of specific goals. The vision of CCR is that every child and youth needs and deserves to feel love, a sense of attachment and belonging, and to have the continuity of family and community to support and guide them in their lives (California Department of Social Services CCR Report, 2015).

To achieve this vision, FCS is seeking Kinship Support Services that will build a sustainable network of support for kinship families through outreach, education, and collaboration and achieve the following outcomes:

• Increase number of relatives who assume and maintain responsibility and care of children/youth from their extended families
• Increase placement stability of children/youth with relative caregivers through effective intervention

**Program Design**

The goal of Kinship Support Services is to ensure children have a stable placement by providing relative caregivers with culturally-sensitive, age-appropriate, trauma-informed support, education, and tools for responding to their child's behavioral and emotional trauma.

The target population for this RFP is referred kinship caregivers, which includes kin such as grandparents, aunts, uncles and cousins as well as non-related extended family with a significant relationship to the child. In addition, the services will significantly impact the children and there must be an understanding and awareness of the principles of human developmental stages and needs of the children and youth residing in kinship care.

Referrals will be received from FCS Social Workers and the program will have an average caseload of 20 families with children in care ranging in age from ten (10) to seventeen (17) years old. There will be two types of referrals, those for families who already have a child placed with them (and struggling to maintain the placement), and those for families who could be potential placements for children entering the foster care system or exiting a group home or STRTP.

In Santa Cruz County, the majority of youth ages 10-17 in kinship care are Latino and one third are white. The majority reside with their caregivers in the south county areas of Watsonville, Freedom, Aptos and Corralitos, about a quarter reside in the City of Santa Cruz area, and the remaining youth live throughout the county.

It is suggested that respondents propose a multi-component intervention for kinship caregivers that includes: a) case management services comprising of home visits and coordination, and; b) parenting support services to include in-home education and groups. The County will provide meeting room and desk space at the offices of FCS and it is expected that the awarded respondent will utilize this, as well as perform frequent visits in the community and meet with kinship families in their home, during and outside of regular business hours.

**Component I: Case Management**

Case management services should be designed to promote and support caregiver/family independence and self-sufficiency and to improve the well-being of families. Relative caregivers are often ill-prepared to identify and address these issues and need case management services to promote child/family safety, permanency and well-being. In line with the principles of CCR, it is recommended that the case management design include the consent and active participation of the child/caregiver in decision-making by utilizing caregiver led assessments that identify needs, strengths and self-determination.

It is also desired that the case management design follows best practices by including the following processes: assessment of needs, service planning, coordination, monitoring and follow-up, reassessment, case conferencing and crisis intervention Case management services
to be provided will be short-term, nine to twelve months, then the family will be referred for additional longer term services if necessary.

The case management design should include a process for obtaining family information on the current issues in the home related to caring for the foster child/youth. The awardee will have access to the primary County social worker to determine any additional services the family may need.

A key feature of the case management will be home visits. These visits must occur, at a minimum, on a weekly basis or more frequently, as needed. Home visits are designed to:

- Assess for needs
- Provide a level of comfort for the kinship family
- Provide an opportunity to meet children and all family members in the home
- Connect families to needed services/supplies and to support networks, for example, the Resource Parent Mentorship Program
- Observe the caregiver and the child’s interactions and provide parent education that supports healthy child/adolescent development and provides tools for implementing positive parenting practices (see Component 2 for more information)

Services will include the use of a standardized caregiver assessments to determine the caregiver’s capacity to care for a child and to identify additional resources that are needed by the caregivers.

Applicants must identify an assessment tool that will be used. Applicants applying for this RFP are encouraged to review the following assessments:

- Strengths and Difficulties Questionnaire (SDQ): [http://www.sdqinfo.com/a0.html](http://www.sdqinfo.com/a0.html)

Proposals should also include a crisis response plan that triages need with a focus on supporting kinship families to remain intact during and after crisis. Services will include training to help caregivers deal with challenging behaviors, as well as provide supports.

**Engagement**

Presentations should be conducted within FCS to increase awareness and participation in services. Another aspect of the program will be outreach to potential kinship families to increase community awareness of Kinship Support Services and recruit relative caregivers not otherwise receiving services. FCS will conduct family finding and initial contact. A list of potential kinship families will be provided to the Kinship Support Services staff. The program design should propose a strategy for targeted outreach to eligible, caregiver relatives not yet receiving services. The engagement effort must be strategically designed to reach caregiver relatives.
from a broad variety of communities who could potentially care for a youth. The program will contact the family and offer support and education to better prepare them for caregiving.

**Component II: Parenting Support Services**

Parenting support services are to include direct parent support in the home and education done in groups on parenting skills. In addition to parent education, support groups are also a place for relatives and NREFM caregivers to give and receive both emotional and practical support as well as to exchange information. Many kinship families find support groups to be an environment where people can share information, get confirmation that their feelings are "normal," as well as educate others and develop relationships with other families. The proposed program design should include a minimum of one (1) support group per month for a minimum of eight (8) support groups during the initial term of the contract.

Applicants must identify an evidence-based training curriculum to do this aspect of work that is culturally-sensitive and designed for caregiver parenting. Also, it is desired the curriculum be based on human development principles, considers the age of the children and is trauma-informed. Ideally, the Evidence Based Program (EBP) will encourage the following family protective factors that have been shown to promote stability:

- Nurturing and attachment – developing an emotional bond and communicating positively with children
- Knowledge of parenting skills - supporting child’s ability to interact positively with others and communicate emotions effectively
- Knowledge of parenting and child/youth development – accurate information about raising children and developing appropriate expectations for their behavior
- Parental resiliency/family functioning – problem-solving, developing confidence/self-reliance, managing day to day challenges
- Social connections – positive and emotional support from throughout the child’s community
- Concrete supports for parents – formal and informal access to resources in the community

In proposing a culturally-sensitive EBP, applicants are encouraged to review the following curricula:


If an applicant proposes a curriculum other than those listed above, to be considered an EBP, it must meet the Levels of Evidence criteria adopted by HSD. Applicants may use the table below to assess whether their proposed curriculum meets the criteria. In the proposal, applicants must identify the level of their proposed curriculum based on the criteria.

**Level of Evidence Criteria**

- **MODEL** = MODEL practices have the highest level of scientific evidence demonstrating that they are effective. For practices to be considered MODEL, they must meet the following criterion: *Listed in a credible EBP clearinghouse at the highest level*

- **PROMISING** = PROMISING practices have valid scientific evidence demonstrating effectiveness. Often these practices can be listed in an EBP clearinghouse as the second highest level of evidence. For practices to be considered PROMISING, they must meet the following criterion: *Demonstrated at least one evaluation by an independent researcher using experimental or quasi-experimental research methods showing a statistically significant positive impact.*

- **INNOVATIVE** = INNOVATIVE practices allow for local innovation and provide some evidence that the intervention is effective. For practices to be considered INNOVATIVE, they must have: *Demonstrated positive outcomes through previously collected data.*

**Qualifications**

Applicants should have staff that meet each of the following minimum qualifications:

a) A Masters in Social Work, or equivalent degree, and a minimum of three years of professional service delivery experience, utilizing knowledge of child welfare practices and be able to demonstrate this knowledge with examples of assisting relative caregivers and fictive kin in the child welfare system

b) A minimum of three years of experience working with relative and non-relative extended family who are caring for their children

c) A minimum of three years of demonstrated history of providing specific case management services to children and families who either have been in, or are at risk of entering, the child welfare system

d) Bilingual, bicultural desired, but not required

The organization should meet the following qualifications:

a) Experience working with communities of color and families from different cultures

b) Current utilization or demonstrated capability to work with a database and demonstrated computer technology ability to capture necessary information.
Monitoring of Outcomes
All HSD contracts are required to identify the amount of activities, the number served, a way of measuring the quality of a program and an outcome. Program outcomes are defined as a measure of specific changes in behavior, knowledge, attitude, skills, or condition. Applicants must be able to identify outcomes and specific measurements on those outcomes and provide any necessary tools to measure outcomes. A semiannual report will be required to report on this information and there will be ongoing discussions on outcome achievement.

The awarded contractor will also be responsible for reporting information on individual families such as demographics, topics/issues addressed with caregivers, and quantifying services are provided (dosage) as well as other information deemed to be pertinent in understanding the efficacy of the program.

Funding
The awarded contract will use child welfare funds and pay for comprehensive services for an initial eight (8) month contract in the amount of $107,000. Depending on contract performance and contingent upon available budget and Board of Supervisors approval, there is an option for annual renewal up to three years in the annual amount of $160,000. All expenses including personnel, supplies and travel, are to be included in the rate and budget. County may provide facility use.

Review Process and Evaluation Criteria

Review Process
After the RFP close date, proposals will be reviewed for completeness by County staff. All Applicants will be notified whether their applications are considered responsive, which is defined as timely, containing required complete documents and from an eligible Applicant. All responsive applications will be submitted to a panel made of individuals with specific expertise in child welfare who will review and score.

Evaluation Criteria
A. Qualifications and experience working with relatives and non-relative extended family members (NREFM) who are caregivers of children in foster care = 30 points
B. Proposal demonstrates cultural-sensitivity by providing examples of experience that address working with families of different cultures, religions, ethnicities, and sexual orientation, including delivery of services in the client’s primary language = 10 points
C. Application includes specifications on evidence based programs/practices, engagement, home visiting, and support groups that are proposed and combined these services would reasonably meet the need identified in the RFP = 40 points
D. Application includes a clear proposal of how the services will be evaluated, including measurable activities, quality measures and program outcomes = 10 points
E. Budget could reasonably operate the proposed program = 10 points

TOTAL = 100 points
Section B: Instructions for Applicants

Submission of the RFP Proposal
Required forms for this Proposal may be found at: http://www.santacruzhumanservices.org

Applicants are to download required forms and submit one electronic copy of the entire proposal by 3:00 PM on Friday, September 7, 2018 to: HSDCCUMail@santacruzcounty.us

Alternatively, respondents may also submit the proposal on a flash drive and mail it to the address below. Paper proposals will also be accepted. Any mailed proposals must be received by the County by 3:00 PM on Friday, September 7, 2018.

Human Services Department
Centralized Contracting Unit
1000 Emeline Avenue, Santa Cruz CA 95060

Point of Contact
Applicants shall direct all questions regarding this RFP to the contract analyst, Beth Landes, via email at Beth.Landes@santacruzcounty.us. Should Beth Landes not be available, the alternate contact is Sherra Clinton, Sherra.Clinton@santacruzcounty.us. These two persons only have the authority to respond to any questions Proposer may be disqualified for failure to adhere to this process.

RFP Process Schedule
The schedule for submittal and review of proposals and notification of award follows. Please note these dates may change if necessary and any update will be posted to the HSD website. (See final posting date below.)

- Request for Proposals released August 9, 2018
- Final date to email questions August 30, 2018
- Posting of Applicant questions/answers September 5, 2018
- Proposals due September 7, 2018 at 3:00 PM PST
- Approximate Notification of Award September 14, 2018
- County Board of Supervisors – Reviews for Approval Kinship Support Services Contract(s) October 30, 2018

Eligible Applicants
This RFP is made available to interested Applicants from individuals or non-profit or for-profit organizations with direct or related experience in serving families involved with the child welfare system.
Late Proposals
Full proposals received in an email, flash drive or hard copy after September 7, 2018 at 3:00 PM PST will not be considered. Late proposals will be returned and Applicant notified that their proposal did not meet the deadline.

Multiple Proposals
Only one proposal will be accepted from any one person, partnership, corporation or other entity.

Questions & Answers
Applicants shall submit any additional questions on process or procedures in writing to Beth.Landes@santacruzcounty.us. A “Questions and Answers” document will be posted to the HSD website on September 5, 2018.

The purpose of this Questions and Answers document is to provide the same information to all Applicants. Applicants are responsible for checking this website. The deadline for submitting questions is 5:00 PM on August 30, 2018.

RFP Addendum
The RFP and its related documents may not be changed by any oral statement. Changes to these documents may be within the published Questions and Answers or by written formal Addendum issued by the County. If/when necessary, a written addendum will be emailed to all known potential Applicants of record and posted on the HSD website. Questions and Answers (which may provide further clarification regarding the proposal) will be published on the website. The posting date of the Questions and Answers is noted within the RFP Process Schedule. This is to indicate all potential Applicants shall be for ensuring that their proposal reflects any and all addenda issued by County.

Reservations
County reserves the right to do the following at any time deemed necessary per County concerns such as but not limited to emerging directives of the Board of Supervisors, impacts to revenue outside of County control, or emerging information from State, Federal or other authorities directing County’s programs. Should any of the following rights be exercised, County may provide a brief notification via website update under the affected RFP announcement, and reference that information source to known prospective Applicants whenever feasible.

- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process
- Terminate the RFP and issue a new RFP anytime thereafter
- Procure any services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP by issuance of an addendum at any time prior to the deadline for submittals. Any such addendum may be announced solely
via the website referenced herein and may include email to known prospective Applicants.

- Disqualify any Applicant on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County

- Reject the proposal of any Applicant that is in breach of or in default under any other agreement with County or the Federal government.

- Reject any Applicant deemed to be non-responsive, unreliable, or unqualified, or who submits false information

- Reject any and all proposals.

**Notification of Modification or Withdrawal of Proposal**

Applicant may modify or withdraw proposal prior to the deadline for submittals by formal written notice. All proposals (and any related materials) not withdrawn prior to the deadline for submittals will become the property of the County.

**Cost Liability for Preparation**

Applicant is solely responsible for all costs incurred in preparing for or submitting the proposal.

**References**

Applicant shall submit Attachment 3 – Reference Form – Authorization for Release of Information and Waiver of Liability with the RFP. Reference checks should confirm that Applicant has successfully performed the proposed services on similar projects, including completion within budget, schedule and scope.

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

**Non-Collusion Declaration**

Proposer shall execute and submit Attachment 2 – Non-Collusion Declaration.

**Awarded Contract Negotiations**

Upon award of contract, County reserves the right to negotiate the proposed cost or Scope of Work with Applicant prior to contract signing. If requested by County, selected Applicant shall meet in person or on the phone with staff to review and/or edit the Scope of Work and/or Budget prior to County staff making a final award recommendation to the County Board of Supervisors.
Protest and Appeals
Please refer to Exhibit A, for procedures on protest and appeals.

Section C: Response Format
Proposal must be submitted electronically via email as indicated in Section C. Applicant must attach any Attachments provided as fillable forms as such, and may provide additional Attachments in any form (such as Acrobat PDF, Microsoft Word, Excel).

If Applicant cannot submit electronically they may submit via hard copy, that is bound in some way with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page. Proposal must include all of the following:

Cover Letter and Certification of Compliance (Attachment #1)
Use the Cover Letter (form) provided and include the following info:

- Complete legal entity name
- Date the form to indicate the effective date of the information. Generally, use the Proposal Due Date as date of submittal.
- Authorized Signature of person completing this form, along with Title, Mailing Address, Telephone and Email Address. This must be an organization officer empowered to bind the Applicant to the provisions of this RFP and any contract awarded pursuant to it. If signer of the proposal is not the organization executive director/president, or sole proprietor, Applicant shall attach evidence to the Cover Letter showing their authority to bind the organization
- Federal Employer Identification Number of the organization making the proposal
- Applicant shall attach to the Cover Letter a Board of Directors or partners list for each legal entity, when applicable

Table of Contents (No form provided - Optional)
Example: Proposal shall include a table of contents with index tabs separating each section identified. (Cover Sheet, Table of Contents, Proposal Identification Sheet, etc.).

Non-Collusion Declaration (Attachment #2)
Complete and submit the Non-Collusion Declaration form provided.

Reference Form (Attachment #3)
Complete and submit the Reference Form – Authorization for Release of Information and Waiver of Liability (form) provided. A list of at least three references shall be submitted with the proposal. This is not optional.
Budget Proposal (Attachment #4)
Complete and submit the Budget Proposal Worksheet provided, prepared in accordance with Generally Accepted Accounting Principles. The Budget Proposal shall include line item budget detail, and expenditures including personnel and non-personnel items as applicable. Supporting detail applicable to salaries and benefits, such as position descriptions and full time equivalent units, shall be included in the Budget Proposal.

Designation of Subcontractors (Attachment #5)
Complete and submit the Designation of Subcontractors form provided. If there are no subcontractors, state this on the form as indicated.

Audited Financial Statements
Applicant must provide copies of audited financial statements for the last two (2) fiscal years. If audited financial statements are not available, Applicant must explain as part of the proposal narrative.

Terminated Contracts
Applicant must disclose any terminated contracts and provide: contracting agency, original contract date, reason for termination, and agency contact person and telephone number.

Pending Litigation
Applicant must disclose any pending litigation including: location filed, name of court, docket number and nature of litigation.

Program Narrative (No Form Provided)
Applicant is to address the following three sections and the specific elements note. Document shall be in font no smaller than 11 points and not be longer than 8 pages.

Background and Experience of Organization or Staff.
   i. Licensure or education level (Masters in Social Work is highly preferred) of staff. Resume may be attached and will not be included in the maximum page numbers.
   ii. Experience and number of years delivering kinship support services, specifically for families caring for a child in foster care.
   iii. Experience and number of years providing services to children and families who are in the child welfare system or at risk of entering the child welfare system.
   iv. Experience and number of years providing English/Spanish bilingual and bicultural services.
   v. Experience and number of years working in the social service arena in Santa Cruz County.
   vi. Experience and number of years using Excel, databases or other computer technology to gather information for on-going performance and fiscal reports.
   vii. Experience and number of years implementing Evidence Based Programs/Practices (EBPs) that are determined to be model or promising.
Program Design:
   i. Describe the case management approach and how it would be implemented.
   ii. Identify the assessment tool that would be used. If one chosen is different than those identified in the RFP, include the tool and reasons why it is recommended. Please use the Level of Evidence criteria to determine the Level and describe any proposed adaptations.
   iii. Describe the Parenting Support Services approach and how it would be implemented.
   iv. Identify the curriculum to be used. If the one chosen is different than those identified in the RFP, include the tool, and reasons why it is recommended and how it will incorporate individual, in-home visits and support groups. Additionally, identify the level of evidence.
   v. Describe strategies to engage kin providers in services.
   vi. Address staff scheduling to meet the needs of families outside of regular business hours or response to crisis.
   vii. Describe strategy for collaboration with Family and Children’s Services (FCS) and FCS partner agencies.

Performance Measures.
   i. Describe how activities would be tracked.
   ii. Describe how quality of services would be measured. This could be timeliness of services, perception of services, engagement of services or any other information that would help determine how well the services are being implemented.
   iii. Include the program outcomes and how they would be measured. For example: How would you know if families are getting the support they most need? How would you know if caregivers are better able to parent children who have been through considerable trauma? Additional outcomes will be accepted, but all proposals shall include the two identified outcomes under Desired Results in the portion of Section A, titled Needs and Desired Results.

Section D: Standard Terms & Conditions

Contract Provisions
In the event that an organization is selected for funding, additional documentation will be required in order to develop a contract for services and the contract must comply with all provisions outlined in the Independent Contractor Agreement (ICA). The terms and conditions within the ICA for the County are included as Exhibit C, as are additionally required Exhibits. County reserves the right to change these agreements as directed by County Counsel and/or under authorization of the County Board of Supervisors.

Assignment
Contractor shall not assign Contract, or any interest herein, without the written consent of County. Additionally, as respects the Non-Assignment clause within the County ICA, Section 9, County further reserves the right to approve Contractor’s assignee under whatever terms and conditions County may require. Awarded Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may,
at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

**Licenses, Permits and Certifications**
Awarded Contractor and Contractor’s employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

**Compliance with Laws**
Awarded Contractor shall comply with all Federal, State and local rules, regulations and laws.

**Compliance with Federal System for Award Management**
Awarded Contractor must 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.

**Inclusion of Documents**
The RFP, all addenda and the Proposal submitted in response to the RFP may become a part of any contract awarded as a result of the RFP.

**Severability**
Should any part of Awarded Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**Default**
In addition to its remedies elsewhere within the ICA or RFP terms and conditions, County may, by written notice of default to Awarded Contractor, terminate Contract in whole or in part if Contractor fails to: 1) Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or 2) Perform any of the other provisions of Contract.

In the event County terminates Contract in whole or in part, as provided elsewhere within the ICA or RFP terms and conditions, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.
Off-Shore Outsourcing of Services
Awarded Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

Force Majeure
Awarded Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as natural acts, epidemics, war, terrorism or riots.
**Section E: Attachments & Exhibits**

Attachments to RFP must be submitted as part of the Applicant’s proposal, as indicated within Section C.

- Attachment 1: Cover Letter and Certification of Compliance
- Attachment 2: Non-Collusion Declaration
- Attachment 3: Reference Form/Authorization for Release/Waiver of Liability
- Attachment 4: Budget Proposal
- Attachment 5: Designation of Subcontractors

Exhibits to this RFP are provided as pertinent for informational purposes to the Applicant.

- Exhibit A: Protests and Appeals Procedures
- Exhibit B: Proposal Checklist
- Exhibit C: Independent Contractor Agreement
- Exhibit D: Data Privacy and Security Confidentiality Agreement
- Exhibit E: Non-Discrimination Agreement
- Exhibit F: Living Wage Form(s)
Attachment 1: Cover Letter and Certification of Compliance

Statement of Proposer

Being duly authorized to represent and act on behalf of ____________________________, I, the undersigned, having reviewed and fully understood all of the RFP requirements and information contained therein hereby submit this Proposal for the RFP referenced above, for your consideration and evaluation. The Proposal shall be valid for a period of at least 180 days from the Proposal Due Date.

By indication of the authorized signature below, Proposer does hereby certify and assure

Proposer’s (potential contractor’s) compliance with:

- The laws of the County of Santa Cruz;
- Title VI of the Federal Civil Rights Act of 1964;
- Title IX of the Federal Education Amendments Act of 1972;
- The Equal Employment Opportunity Act and the regulations issued therein by the Federal government;
- The Americans with Disabilities Act of 1990 and the regulations issued therein by the Federal government;
- The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- The condition that no amount shall be paid directly or indirectly to an employee or official of the County of Santa Cruz as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the selected Provider in connection with the procurement under this RFP.
Dated this _______ day of ____________________, 20____.

Authorized Signature: ____________________________

Authorized Name: ________________________________

Authorized Title: ________________________________

Legal Entity Name: ______________________________

Federal Employer ID: ______________________________

Authorized Mailing Address: _______________________

____________________________________

Authorized Telephone: ____________________________

Authorized Email Address: _________________________

Attachments: Board of Directors/Partners list (for each legal entity)
Attachment 2: Non-Collusion Declaration

To be executed by Proposer and submitted with Proposal

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

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

______________________________ (Authorized Signature)

______________________________ (Date)
Attachment 3: Reference Form / Authorization for Release of Information and Waiver of Liability

To be executed by Proposer and submitted with Proposal

By signing this Authorization and Waiver, the County of Santa Cruz and its officers and employees are released from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable, arising from the references provided.

______________________________ (Authorized Signature)
______________________________ (Printed Name) _________________ (Date)
Representative of ________________________________ (Agency/Company)

Agency/Company Name: ________________________________

Agency/Company Address: _________________________________________________
Contact Name:____________________________ Contact Telephone:_______________
Dates/Types of Service: ____________________________________________________

Agency/Company Name: ________________________________

Agency/Company Address: _________________________________________________
Contact Name:____________________________ Contact Telephone:_______________
Dates/Types of Service: ____________________________________________________
Agency/Company Name: __________________________________
Agency/Company Address: _________________________________________________
Contact Name:____________________________ Contact Telephone:_______________
Dates/Types of Service: ____________________________________________________

Agency/Company Name: __________________________________
Agency/Company Address: _________________________________________________
Contact Name:____________________________ Contact Telephone:_______________
Dates/Types of Service: ____________________________________________________

Agency/Company Name: __________________________________
Agency/Company Address: _________________________________________________
Contact Name:____________________________ Contact Telephone:_______________
Dates/Types of Service: ____________________________________________________
## Attachment 4: Budget Proposal

<table>
<thead>
<tr>
<th>Personnel Costs - Salaries &amp; Benefits (Include FTE)</th>
<th>Annual Program Cost</th>
<th>Budget Narrative (Optional)</th>
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</thead>
<tbody>
<tr>
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<tr>
<td><strong>Total Personnel Costs</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Personnel Costs</th>
<th>Annual Program Cost</th>
<th>Budget Narrative (Optional)</th>
</tr>
</thead>
<tbody>
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<td>Equipment, Maintenance &amp; Technology</td>
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<td></td>
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<tr>
<td>Travel &amp; Training</td>
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<td></td>
</tr>
<tr>
<td>Rent &amp; Utilities</td>
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<td>Marketing and Outreach</td>
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<td>Misc. Operating Expenses</td>
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<td>Professional Services</td>
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<tr>
<td><strong>Total Non-Personnel Costs</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participant Costs</th>
<th>Annual Program Cost</th>
<th>Budget Narrative (Optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td><strong>Total Participant Costs</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Grand Total**                                    |                      |                            |
Attachment 5: Designation of Subcontractors

To be provided by Proposer and submitted with Proposal

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Proposer. If there are no subcontractors, please state “NONE”. Please use additional pages as necessary.

1. Subcontractor Name: __________________________________________
   Subcontractor Address: __________________________________________
   ___________________________________________________________________
   Services to be performed: __________________________________________

2. Subcontractor Name: __________________________________________
   Subcontractor Address: __________________________________________
   ___________________________________________________________________
   Services to be performed: __________________________________________

3. Subcontractor Name: __________________________________________
   Subcontractor Address: __________________________________________
   ___________________________________________________________________
   Services to be performed: __________________________________________

4. Subcontractor Name: __________________________________________
   Subcontractor Address: __________________________________________
   ___________________________________________________________________
   Services to be performed: __________________________________________

5. Subcontractor Name: __________________________________________
   Subcontractor Address: __________________________________________
   ___________________________________________________________________
   Services to be performed: __________________________________________
Exhibit A: Protests and Appeals Procedures

1. **Protests and Appeals of Procurement Awards**

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

HSD Director  
1000 Emeline Avenue, Santa Cruz  
Santa Cruz, Ca 95060

2. **Protests to HSD**

   A. The HSD Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

      • State the reason for the action taken;
      • Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors (Clerk of the Board) within seven (7) business days after receipt of the decision by HSD Director. If the award is not subject to approval by the Board of Supervisors (Board), the HSD Director shall make the final decision on the merits of the protest.

   B. HSD may discuss with County Counsel all protests prior to issuing a written decision.

3. **Appeals to the Board of Supervisors**

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

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

5. **Initiation of Appeals**

   A. An appeal shall be filed with the Clerk of the Board on a form provided and shall state, as appropriate, any of the following:

   - A determination or interpretation is not in accord with the purpose of these procedures or County Code;
   - There was an error or abuse of discretion;
   - The record includes inaccurate information; or
   - A decision is not supported by the record.

   B. In the event of a timely appeal before the Board under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, and HSD, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.
Exhibit B: Proposal Checklist

___  Cover Letter and Certification of Compliance (Attachment A)

___  Table of Contents (No form provided - Optional)

___  Non-Collusion Declaration Form (Attachment B)

___  Reference List Form/Authorization Release/Waiver of Liability (Attachment C)

___  Budget Proposal Worksheet (Attachment D)

___  Designation of Sub-Contractors (Attachment E)

___  Audited Financial Statements for the last two fiscal years

___  Terminated Contracts and Pending Litigation – As needed

___  Proposal Narrative (No Form Provided)
Exhibit C: Independent Contractor Agreement – (Non-Profit)

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 on the project 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.

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 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 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.

   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 insurance 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
[Enter Department Name]
Attn:  [Enter Department Contact]
[Enter address]
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
[Enter Department Name]
Attn: [Enter Department Contact]
[Enter address]
Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR’S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers’ compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by
CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

TBD
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 (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract 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-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS. The following requirements shall be met, in addition to any other requirements of this Contract:

A. PUBLIC INFORMATION AND WEB LINKS

CONTRACTOR shall maintain updated information with 211 Santa Cruz County (http://www.unitedwaysc.org/211-santa-cruz-county). If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the Santa Cruz County Government (http://www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (http://www.workforcescc.com) web sites.

16. MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES. Each of the following requirements shall be met, in addition to any other requirements of this Contract.

Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR’S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”).

- For the purposes of this paragraph, “CONTRACTOR’S fiscal year” shall be that period the CONTRACTOR utilizes for its annual budget cycle.
- The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.
In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).

The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.

For audit authority of the ACCTC refer to the paragraph on "Retention and Audit of Records."

17. 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 $15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. 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 – (Non-Profit)

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: ____________________________  By: ____________________________

SIGNED  SIGNED

PRINTED  PRINTED

Company Name: ____________________________

Address: ____________________________

________________________________________________________________________

Telephone: ____________________________

Fax: ____________________________

Email: ____________________________

3. APPROVED AS TO INSURANCE: 1. APPROVED AS TO FORM:

________________________________________  __________________________________

Risk Management  Office of the County Counsel

DISTRIBUTION:

- [Enter Initiating Department Name]
- 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, 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, 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.

c. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.
f. CONTRACTOR shall limit use of any PII provided by the COUNTY, or by the participant, 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;
   ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY;
   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: _______________________________ DATE:_________________
(Signature)

NAME: _______________________________
(Please print)

POSITION: ___________________________
ASSURANCE OF COMPLIANCE
WITH THE HUMAN SERVICES DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

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 11135-11139.5, as amended; California Government Code Section 12940(c), (b) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

Date____________________    ___________________________________

Address of Vendor/Recipient: _______________________________________________________
City of Santa Cruz/County of Santa Cruz
LIVING WAGE DATA REPORT
Fiscal Year 2017/18

Agency Name: ___________________________ County Dept. ___________________________

Program Name: ___________________________

Please complete this form checking all appropriate boxes for all covered employees in your agency.
A covered employee is any employee of a nonprofit contractor who lives or works in Santa Cruz County.
The signature and date on this form will serve as self-certification of the agency’s ordinance exemption status.

☐ 1. Collective Bargaining Agreement
   Check this box if positions in your agency are represented by a bargaining unit or labor union
   and have a collective bargaining agreement in effect.

☐ 2. All Positions Paid Living Wage Rates ($16.65/hr with benefits; $18.16/hr without benefits)
   Check this box if all positions in your agency have pay rates that are at or above the living wage rates.

☐ 3. Living Wage Ordinance Exemption Categories
   Check this box if your agency is exempt from the requirements of the City or County ordinance.
   Indicate by checking the appropriate box(es) below which exemption(s) applies to your agency:
   ☐ A. Agency has five or fewer employees.
   ☐ B. Agency has cumulative contracts with the County in current fiscal year less than $15,000.
   ☐ C. Agency has a current fiscal year contract with the City that is less than $5,000.
   ☐ D. Agency employees are solely volunteers, trainees, students or individuals under 17 years of age.

If items 1, 2, or 3 are checked, your agency is exempt from wage data reporting requirements. Sign and date this
form and return to the City and/or the appropriate County Department.

☐ 4. A Program In Our Agency Does Not Receive Any City or County Funds
   Check this box if a program in your agency is exempt because it receives no City or County funding.
   Indicate the program in your agency that falls under this exemption and the number of program employees.
   Program Name: ___________________________ No. of Employees: ____________

☐ 5. Some Positions Have Pay Rates Less Than Living Wage Rates
   Check this box if any positions in your agency have pay rates less than the living wage rates.

All non-profit agencies not exempt from the living wage ordinance requirements may be required to provide wage
data information for all employees in job classifications paying less than the current living wage standard.

I certify under penalty of perjury that the above information is true and correct to the best of my knowledge.

Signature of Executive Director: ___________________________ Date: ____________

Section Below is Optional

Efforts to Maintain and Increase Wages for Positions (Check all applicable boxes)
☐ Our agency was able to bring all workers up to a living wage in FY ______.
☐ Our agency was not able to increase pay rates for employee positions in the FY 2018-19 budget.
☐ Pay rates for positions in our agency were not reduced in the budget for FY 2018-19.
☐ Our agency was able to give our employees the following pay increases (fill in blanks):
   Cost of Living Adjustment (COLA) increases of __________ %
   Step or annual increases of __________ ( % or $)
☐ Our agency was able to increase employer-sponsored benefits (Check appropriate boxes):
   ☐ Health insurance benefits ☐ Paid sick leave/vacation leave benefits
   ☐ Unpaid sick leave/vacation leave benefits ☐ Other __________

LW Form 1 (REV. 6/12/18)
County of Santa Cruz
FY 2018/19 Non-Wage Provisions Self-Certification Form

Agency Name: 

County Dept: __________________________ Contract No: _________

All nonprofit agencies receiving County funding, unless exempt from the ordinance requirements, shall comply with the following non-wage provisions of the Living Wage Ordinance (Chapter 2.122 of the County Code):

1. **Employee rights to report violation and to non-retaliation** (Section 2.122.110)
   Any employee claiming violation of the Chapter may report such acts to the County and may bring an action in the appropriate Court of the State of California or other appropriate administrative agency, against an employer to enforce his or her rights. Nothing in this Chapter shall preclude an employee from seeking any or all forms of relief and damages.

2. **Labor relation neutrality** (Section 2.122.130)
   Contractors for services and subcontractors shall not hinder or further collective bargaining organization or other collective bargaining activities by or on behalf of an employer’s employees. However, this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure made pursuant to obligations incurred under a bona fide collective bargaining agreement.

3. **Employee retention** (Section 2.122.140)
   In the event that any contract for services for an amount greater than $50,000 is terminated by County prior to its expiration, any new contract with a subsequent contractor for those same services shall include the following term:

   Contractor shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of prior contractor, (3) employed by prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the County, the Contractor shall demonstrate to the County that good faith efforts have been made to comply with this provision.

Within the last five years, has your agency had any violations with the National Employees Relations Board or the California Labor Commission? Yes ___ No ___

I certify, under penalty of perjury, that __________________________ is in compliance with all of the above stated non-wage provisions of the County Living Wage Ordinance.

______________________________  __________________________
Signature of Executive Director          Date