

County of Santa Cruz, Human Services Department
Request for Qualifications (RFQ) #2023HSD04

CHILD CARE DEVELOPER FEE STUDY
Qualification Requirements

Please email HSDCCUProposals@santacruzcounty.us no later than Friday, June 2, 2023, with the following:

1. Confirmation that you have read, understand, and agree to the proposed documentation and can meet the requirements in the following attachments (See Also Table of Attachments):
 - Attachment A – Draft Scope of Work for Child Care Developer Fee Study
 - Attachment B – Rate structure template (To be completed with response)
 - 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 should include:
 - Your firm's expertise and experience specific to studying child care developer fees. Include a summary of clients whom your firm has worked with for complete studies of child care fees and/or any countywide fee studies. Specify whether your firm assisted in implementing recommendations from the results of the studies and whether the jurisdictions participated in the collection of any fees.
 - Provide a response that describes how you will accomplish the responsibilities as detailed within the attached draft scope of work.
 - References from funding sources for similar services, or examples of similar services provided.
 - Provide a description of the team assigned to the project, the percentage of time each member would contribute to the scope of work, and the office location. Indicate those responsible for managing the project. Include resumes of all staff proposed for the assignment, as an exhibit(s).
3. Rates using rate structure template provided in Attachment B or reasonable facsimile
4. Three Client References

Respondent(s) must have expertise studying child care developer fees and/or countywide fee studies. In accordance with provisions specified in [Santa Cruz County Code Chapter 15.04; Child Care Fees and Exactions](#); the selected contractor will conduct a Child Care Developer Fee (CCDF) study to evaluate and make recommendations for the following:

1. A child care nexus based analysis of the efficacy of the current fee and exaction amounts and structure as it relates to the impacts of new residential and nonresidential developments, or if further augmentation of the fee system is needed to meet changes in the estimated cost of the childcare system for the coming five years.
2. A projected five-year revenue based on the current fee structure and revenue earned from the average of CCDFs collected during FYs 2018-19 through 2021-22, using the existing graduated rate for residential and non-residential developments
3. The availability of current CCDF loan funds for expenditure as relative to demand
4. Considerations for the timing and funding of the next CCDFL program loan application RFP based on CCDFL funds available and average loan amounts and purposes.

Implementation will begin upon finalization of a fully executed contract and services are currently budgeted for July 1, 2023, through October 31, 2023. Selected Contractor(s) will provide a W-9 and

County of Santa Cruz, Human Services Department Request for Qualifications (RFQ) #2023HSD04

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 Friday, June 2, 2023. Respondent(s) will be notified by June 15, 2023, and proposed contract(s) will be finalized by July 1, 2023.

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 A – Scope of Work Child Care Developer Fee Study
2. Attachment B – Rate structure template*
3. Attachment C – Independent Contractor Agreement
4. Attachment D – Data Privacy and Security
5. Attachment E – Non-Discrimination
6. Attachment F – Sole Proprietor Review*
7. Living Wage – review online at <http://www.co.santa-cruz.ca.us/Departments/GeneralServices/Purchasing/CurrentLivingWageOrdinance.aspx>
8. 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 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.

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I. AGREEMENT OVERVIEW

(CONTRACTOR) shall prepare a County-wide child care nexus analysis to determine the efficacy of the County of Santa Cruz's Child Care Developer Fee (CCDF) program in mitigating the adverse impacts new and expanded residential and non-residential developments place on the existing child care system and provide recommendations for needed updates, including, as applicable, a revised fee structure. CONTRACTOR shall also develop a set of supporting analyses that considers the expansion of the CCDF to the four cities within Santa Cruz County, the prioritization of available CCDF funds, and implementation procedures, as applicable.

II. CONTRACTOR RESPONSIBILITIES**A. Deliverable 1: Project Initiation**

1. CONTRACTOR shall attend a COUNTY initiated Kick-Off meeting to review the project's objectives and data needs, any existing documents available through the COUNTY and discuss the key assumptions to be employed in the project. In preparation for the meeting, CONTRACTOR shall prepare a Data Request List detailing the informational items to be requested from COUNTY and any participating cities over the course of the analysis.

B. Deliverable 2: Child Care Nexus Analysis

1. CONTRACTOR shall conduct a countywide child care nexus analysis for new residential and non-residential buildings, including building expansions that meet the requirements of the California Mitigation Fee Act. The nexus analysis shall establish the linkages between new buildings, new employees or residents, their childcare needs and the cost of childcare facilities to meet the new needs. CONTRACTOR believes that this demand-oriented methodology best meets the requirements of the law by establishing the relationships and quantifying the needs for child care facilities and the cost of those facilities.
 - a. **Child Care Demand Analysis for Non-Residential Buildings**
 - i. CONTRACTOR shall provide an analysis which links and quantifies: new work spaces (office space, etc.), the number of employees, the number of children needing some form of child care (in various subcategories), and how and where child care needs are met. The analysis shall provide the demand for child care spaces at or near a workplace, for a given pool of employees (e.g. per 1,000 employees), and then convert this information to the demand for child care spaces per square foot of new non-residential development. Employees are then related to building area based on local employment density factors.
 - ii. The data for the nexus analysis shall mainly be drawn from census data on the workforce in Santa Cruz County including the four incorporated cities. Additional data published in national surveys adjusted for Santa Cruz demographics shall be used for distinguishing between demand for child care centers and family child care homes (FCH's), as the mitigation costs vary between these two forms of care. The conclusion

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of the analysis shall be expressed as children “demanding” child care, by several child age classifications.

- b. Child Care Demand Analysis for Residential Buildings
 - i. This analysis shall link and quantify new residential development to the number of children needing child care and the subsequent demand on child care centers or family child care homes (FCCH). The analysis shall be drawn primarily from U.S. Census data for Santa Cruz County, including its incorporated cities. Additional data published in national surveys adjusted for Santa Cruz demographics shall be used to distinguish between demand for child care centers and FCCHs, as the mitigation costs vary between the two forms of care. Upon COUNTY request as determined at the Kick-Off meeting, CONTRACTOR shall provide additional analysis to include demand for afterschool care as well.
- c. Mitigation Cost Analysis – The Cost of New Child Care Facilities
 - i. This portion of the analysis shall translate the demand analysis to the cost of mitigating the demand for new child care availability in the County. The Federal Mitigation Fee Act limits expenditures to capital costs for improvements needed to mitigate the impacts of new development only. Because the impact fee funds cannot be used for maintenance or operating costs, the mitigation cost estimate shall focus on capital expenditures that increase the supply of child care in Santa Cruz County. CONTRACTOR shall develop separate development cost estimates for the two types of care. To the extent possible, the estimates shall be based on recent actual experience in the greater Santa Cruz area. The attached budget assumes that the County will assist in identifying recently built child care centers and FCCHs in the County (including the incorporated cities) for CONTRACTOR to contact for development cost information.
 - ii. CONTRACTOR shall anticipate that development costs for new child care spaces – especially the land costs – will vary across the County. Because the analysis is intended to be used countywide by the five different jurisdictions, the mitigation cost estimates shall be based on an average countywide figure and shall not reflect one particular jurisdiction or project.
 - iii. CONTRACTOR shall integrate the findings of the demand analysis with the facility cost analysis to generate the maximum fee obligation per square foot of new development for non-residential units and per bedroom for residential units.

C. Deliverable 3: Additional Supporting Analyses

1. Working with the County and any participating cities, CONTRACTOR shall assemble existing information on the following factors that the COUNTY and/or the four cities may consider in adopting fee programs:

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- a. Existing supply of child care in the County and the four cities, by type of care (center-based, FCCH's, etc.), as available
 - b. Factors that influence future demand for child care;
 - c. Current availability of funding for child care capital expenditures through the County's Child Care Developer Fee Loan (CCDFL) program relative to the demand for funds; and
 - d. Factors to be considered for determining the next Child Care Developer Fee Loan Program New Funding Cycle
2. In general, the data shall provide context regarding the need for new child care availability throughout the County, the impact of the current CCDF program, the appropriate fee levels for the program going forward, and parameters for the next Child Care Developer Fee Loan Program New Funding Cycle
- D. Deliverable 4: Report and Meeting with Staff
1. Upon completion of draft analyses, CONTRACTOR shall hold a meeting with COUNTY and any participating cities to discuss the methodology and results of the analyses. CONTRACTOR shall also provide a conference call with COUNTY staff to discuss potential recommendations. After the meeting and conference call, CONTRACTOR shall prepare a draft written report for review by the County, including the methodology, data sources, results and recommendations. CONTRACTOR shall then prepare a final report incorporating any revisions per COUNTY. COUNTY will work to provide timely feedback to CONTRACTOR to facilitate project timeline.
- E. Deliverable 5: Public Hearing
1. In consultation with COUNTY, CONTRACTOR shall prepare a PowerPoint presentation suitable for presentation at a Public Hearing. As desired by COUNTY, CONTRACTOR shall attend one Santa Cruz County Board of Supervisors meeting to be scheduled by COUNTY with consideration of CONTRACTOR's availability. At the discretion of COUNTY, CONTRACTOR may be called upon during this Public Hearing to present the findings of the analyses, discuss recommendations for updating the Child Care Developer Fee program, as applicable, and/or answer questions.
- F. CONTRACTOR shall abide by the terms of the following documents incorporated as exhibits:
1. Exhibit C – Data Privacy and Security Confidentiality Agreement
 2. Exhibit D – Nondiscrimination Agreement

III. REPORTING AND COORDINATION REQUIREMENTS

- A. BUDGET: not to exceed \$50,000.

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B. 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 suffix of the approved budget, and remains within the total original fiscal year budget.
2. Budget modification requests must be received prior to the invoice 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 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.

C. INVOICES

1. CONTRACTOR shall provide monthly invoices, along with any required backup documentation, using an invoice template and/or web-based database created or approved 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 thirty (30) calendar days following the end of the month in which the services were provided.

IV. 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. **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

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program, direct service staff), CONTRACTOR shall report changes to the COUNTY within ten (10) business days of occurrence.

4. 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.
5. 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.
6. 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 831-454-4661 or Adam.Spickler@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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Total budget request may not exceed \$50,000 . To request your contract budget for our consideration please complete cells below. Thank you.	
LINE ITEM EXPENDITURES	PROGRAM COSTS FY 2023-24
Deliverable 1: Project Initiation	
Deliverable 2: Child Care Nexus Analysis	
Deliverable 3: Additional Supporting Analyses	
Deliverable 4: Report and Meeting with Staff	
Deliverable 5: Public Hearing	
GRAND TOTAL	\$0

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:

(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 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:

(enter attachments here)

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$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.

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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

PRINTED
Ellen M. Timberlake, Director

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:

- [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, 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;
 - b. 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:

- 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: _____