



County of Santa Cruz

HUMAN SERVICES DEPARTMENT

Randy Morris, Director

1000 Emeline Avenue Santa Cruz, CA 95060

(831) 454-4130 FAX: (831) 454-4642

COUNTY OF SANTA CRUZ, CALIFORNIA

Human Services Department

Request for Qualifications (RFQ) #2023HSD05

FOR

Resource Family Recruiter

Question Deadline	5:00 PM; Pacific Time, <u>October 25, 2023</u> Submit questions by email to Contact Person
Submittal Deadline	5:00 PM; Pacific Time, <u>November 7, 2023</u> Proposals must be submitted by this Deadline
Submittal Location	HSDCCUProposals@santacruzcountyca.gov
Contact Person	Melissa McCuiston, Sr. Dept Administrative Analyst <u>Email:</u> HSDCCUProposals@santacruzcountyca.gov

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SECTION 1 – INVITATION

1.1 Overview

The County of Santa Cruz, Human Services Department (HSD) Family and Children’s Services Division (FCS) invites responses for resource family recruitment services.

The County of Santa Cruz Family and Children Services provides services to children who have been abused or neglected, or who are at risk of abuse or neglect. The services focus on child safety, child and family well-being, and permanent homes for children. The first priority of FCS is to keep children safely in their homes with their parents. If that is not possible, children are placed in foster or relative caregiver homes until their families can care for them again, or they are placed for adoption.

It is the intent of this Request for Qualifications (RFQ) to identify a contractor to provide resource family recruitment and support services. The purpose of this RFQ is to identify a contractor qualified to recruit new resource parents for the County of Santa Cruz (COUNTY) Family and Children Services (FCS) Division of

the Human Services Department (HSD) and to provide support to prospective resource parents as they progress through the COUNTY's Resource Family application process. A resource parent may be a relative, extended family member (such as a family friend, teacher, or neighbor), or a non-related community member who is providing a home to a child in foster care. Experience or training is highly preferred in providing culturally relevant services including various cultures, genders/gender identities/gender expressions; LGBTQ+; etc.

All submissions in response to this RFQ will become the property of the County and may be subject to the California Public Records Act, with limited exceptions.

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFQ Response

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

2.2 RFQ Process Schedule

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

Activity	Date
Release RFQ	October 17, 2023
Advertise RFQ	October 17, 2023 October 28, 2023
Deadline to submit questions	October 25, 2023
Dissemination of questions and answers	October 27, 2023
Deadline to submit RFQ responses	November 7, 2023
Evaluation process	November 13-17, 2023
Vendor notification of RFQ results	November 20, 2023

2.3 Submission of RFQ Response

A. Submit one (1) electronic copy (email; no more than 35MB in size) of the completed RFQ response as specified herein. All submissions will receive an email confirmation of receipt within one business day.

B. RFQ Responses shall be delivered via email clearly marked as **RFQ #2023HSD05** by **November 7, 2023, at 5:00 p.m., PDT** to HSDCCUProposals@santacruzcountyca.gov

2.4 Evaluation Process

The evaluation team may determine presentations are necessary to fully assess Respondents' qualifications. Respondents shall be required to participate in

these presentations to qualify for consideration upon notification from County.

2.5 Late Responses

Respondents shall be responsible for the timely delivery of their RFQ responses. Responses received after **November 7, 2023, at 5:00 p.m., PDT** will be archived unopened.

2.6 Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, and member of their immediate family, partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

2.7 Point of Contact

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

2.8 RFQ Evaluation Criteria

A. It is the County's intent to select the most responsive and responsible respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Maximum Points
1.	Demonstrated experience organizing events and using social media to engage with diverse communities that will agree to take on new efforts	30
2.	Demonstrated bilingual (English/Spanish) capacity and experience or training in providing culturally relevant services including various cultures, genders/gender identities/ gender expressions, LGBTQ+, etc.	30
3.	Demonstrated experience working with families caring for teens and children with high needs	20
4.	Specific experience with communities and organizations in Santa Cruz County	10
5.	Demonstrated experience working with individuals or families to remove barriers so they may be successful in a significant life change.	10
Total		100

B. An RFQ Response Review Panel, comprised of County staff and community representatives from the foster parent recruitment and support field, will evaluate all responses and select the Respondent who (1) best meets the needs as set forth in the RFQ, (2) is best qualified, and (3) is best able to provide the requested services. Evaluation of responses shall be within the sole discretion of County.

2.9 Reservations

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

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

2.10 Notification of Withdrawals of RFQ Responses

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

2.11 Interpretation

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

2.12 Compliance

- A. It is the responsibility of Respondent to read ALL sections of this RFQ prior to submitting a response.
- B. Failure to comply with the RFQ requirements provided herein could result in disqualification.

2.13 Qualifications

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

- A. Experience: Respondents must demonstrate the experience necessary to provide high-quality, culturally proficient, evidence-based recruitment that includes extensive social media expertise, including creating and monitoring content.
- B. Proposal: A proposed Scope of Work has been provided for the agreement; however, respondents may utilize their professional expertise to propose alternate ways to meet the project objectives.
- C. Budget: A proposed budget of not-to-exceed \$123,000.00 has been identified for the 18-month project. Respondents must delineate cost for each component by deliverable and/or hourly rate. Implementation will begin upon finalization of a fully executed contract and services are currently budgeted through June 30, 2024. Selected Contractor(s) will provide a W-9 and complete County's Vendor Registration immediately upon notification of selection to negotiate contract(s), and work to meet short timelines for documentation needs described in the Attachments.

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

2.14 Addenda

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

D. All addenda issued shall be incorporated into the contract awarded as a result of this RFQ.

2.15 Proprietary Information

Responses will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it as a separate attachment titled “proprietary” and only reference it within the body of the email response. Respondent should not include in the response any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements.

2.16 Cost Liability

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

County of Santa Cruz, Human Services Department
Request for Qualifications #2023HSD05

Resource Family Recruiter

Table of Attachments

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

1. Attachment A – Scope of Work for Resource Family Recruiter
2. Attachment B – Independent Contractor Agreement
3. Attachment C – Data Privacy and Security
4. Attachment D – Non-Discrimination
5. Attachment E – Sole Proprietor Review
6. County Vendor Registration and W-9 – Review online at <https://sccounty01.co.santa-cruz.ca.us/GSD/GSDVendorManagementSystem/>

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I. AGREEMENT OVERVIEW

The purpose of this agreement is to recruit new resource parents for the County of Santa Cruz (COUNTY) Family and Children Services (FCS) Division of the Human Services Department (HSD) and to provide support to prospective resource parents as they progress through the COUNTY’s Resource Family application process. A resource parent may be a relative, extended family member (such as a family friend, teacher, or neighbor), or a non-related community member who is providing a home to a child in foster care. CONTRACTOR will provide bilingual/bicultural (Spanish) services. Experience or training highly preferred in providing culturally relevant services including various cultures, genders/gender identities/gender expressions; LGBTQ+; etc.

The FCS Social Marketing Implementation Plan as provided by COUNTY shall be utilized by CONTRACTOR as a guide to inform activities under this agreement, in collaboration with COUNTY.

II. PERFORMANCE MEASUREMENTS

Result: Potential Resource Parents will attend a Resource Parent Orientation	
How Many Services Will Be Provided?	# ___ Families will attend a Resource Parent Orientation Data Collection Tool: CONTRACTOR’s sign-in sheets and semi-annual reporting A minimum of two (2) events shall include attendance from potential resource parents interested in teens and/or children/youth with special needs) Data Collection Tool: CONTRACTOR’s semi-annual reporting

III. CONTRACTOR RESPONSIBILITIES

A. COMMUNITY ENGAGEMENT

1. CONTRACTOR shall target audiences who are already fostering, or are open to fostering, including current and former resource families, as well as internal COUNTY-identified staff, by:
 - a. Providing one-on-one outreach to resource families;
 - b. Providing presentations/training to internal COUNTY-identified staff interested in participating in Resource Family recruitment efforts;

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- c. Attending community events geared towards teens and children/youth with special needs and providing recruitment materials at these events; and
 - d. Providing recruitment presentations to organizations who work with teens and children/youth with special needs.
2. CONTRACTOR shall partner with COUNTY-identified staff, prospective and existing resource families, community members, community-based organizations, faith-based groups, and volunteers including COUNTY-identified Resource Family Approval (RFA) Ambassadors, to encourage them to tell their families, friends and neighbors and help spread the word about becoming a Resource Family. Activities shall include:
- a. Meet with these participants to discuss methods for reaching potential resource families, provide them with recruitment materials, and train them regarding how to conduct recruitment presentations and/or outreach.
 - b. Develop and publish outreach campaign materials throughout the community and on social media platform areas utilized by CONTRACTOR and identified participants.
 - i. Key messaging shall be guided by COUNTY’s Social Media Strategy and Implementation Plan (“PLAN”) provided to CONTRACTOR and through CONTRACTOR collaboration with COUNTY-identified HSD Public Information Officer (PIO).
 - c. CONTRACTOR shall engage participants and community members in following recruitment efforts on social media platforms: Facebook™, Instagram™, X™ (Twitter™), TikTok™, YouTube™, and Snapchat™. CONTRACTOR shall ensure all platforms include updated information about resource parent orientations, events, trainings, resources, etc.

B. AWARENESS

1. CONTRACTOR shall use social media to raise awareness of foster care by regularly posting on all social media platforms following the PLAN Appendix provided by COUNTY, to build an online community of people who support improving the lives of children/youth in the foster care system; to educate the public and challenge misperceptions about foster care, and to establish beneficial relationships with partners who can help resource families. Postings shall use factual stories that maintain confidentiality while sharing the positive impact of resource parenting on children, youth, and parents.
2. CONTRACTOR shall monitor all social media platforms and respond to questions/comments using culturally sensitive language. CONTRACTOR shall create original content for social media platforms including engaging resource parents and former foster youth in creating new content. CONTRACTOR shall perform regular internet searches on Child Welfare related issues and post relevant content. CONTRACTOR shall ensure content shared is respectful in tone and does not violate confidentiality, in alignment with COUNTY-identified HSD PIO direction.

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3. CONTRACTOR shall educate COUNTY-identified FCS staff and other COUNTY-identified staff about key messages to use to help raise awareness of foster care. CONTRACTOR shall develop and maintain an informational “roadshow” including COUNTY-provided Resource Family application guidelines and share the resource with COUNTY-identified staff. CONTRACTOR shall encourage and support COUNTY-identified staff to further disseminate the information provided throughout their community, to widen the base of outreach.

C. RESOURCE PARENT CULTIVATION

1. CONTRACTOR shall respond to all correspondence (including cell phone calls and email) as soon as possible, and always within forty-eight (48) hours.
2. CONTRACTOR shall ensure that the COUNTY Resource Family recruitment website is up to date including a calendar of Resource Family orientation dates.
3. CONTRACTOR shall attend COUNTY-led Resource Parent Orientations and provide personal contact information offering to help the resource parent with submitting their applications.
 - a. CONTRACTOR shall lead orientations upon request of COUNTY, calendared per mutual agreement.
4. CONTRACTOR shall participate in meetings with COUNTY-identified FCS RFA Supervisor through weekly phone calls and bi-monthly meetings to report on activities and coordinate response and provide input regarding the revision of COUNTY Resource Parent Orientation format.
5. CONTRACTOR shall contact potential resource parents when they cannot attend an orientation and offer to schedule an individualized orientation. Whenever possible, this shall occur prior to the next scheduled training and at a location of the potential resource parent’s choosing.
6. For all other potential resource families, CONTRACTOR shall: (a) Call after orientation to offer support and send thank-you cards provided by COUNTY; (b) Inform potential resource families of upcoming COUNTY Foundations training; and (c) Offer to and provide assistance in completing an application. For anyone submitting an incomplete application, the CONTRACTOR shall provide assistance to make the needed corrections. CONTRACTOR shall make efforts to remove barriers in the completion of the application whenever possible.
 - a. When barriers in completion of a resource parent application aren’t resolved by CONTRACTOR’s efforts, CONTRACTOR shall collaborate with RFA Supervisor for additional support for the resource parent.
7. CONTRACTOR shall participate in training as determined necessary by RFA Supervisor, calendared per mutual agreement.

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8. CONTRACTOR shall be responsible for other reasonably related duties, as requested by the RFA Supervisor.

D. ADMINISTRATIVE

1. CONTRACTOR shall prioritize the scheduling needs of the organizations and individuals contacted whenever feasible. Hours may include evenings or weekends as necessary to meet the objectives of the project but remain under CONTRACTOR's purview.
2. CONTRACTOR shall be responsible for attending meetings that incorporate the responsibilities as outlined in this scope of work. Meetings shall include:
 - a. Semi-monthly COUNTY-identified FCS Resource Family Approval (RFA) Unit meetings;
 - b. Weekly consultation with COUNTY-identified FCS RFA Supervisor;
 - c. Monthly COUNTY Recruitment and Retention Workgroup managed by COUNTY-identified staff, which includes other related contractors providing services to COUNTY under distinctly separate agreements;
 - d. As new recruitment strategy meeting opportunities become available, COUNTY and CONTRACTOR will discuss prioritization with an expectation of up to four (4) meetings per year in addition to the identified meetings noted elsewhere in this agreement, which shall be calendared per mutual agreement.
3. CONTRACTOR shall abide by the terms of the following documents incorporated as exhibits:
 - a. Exhibit B – Data Privacy and Security Confidentiality Agreement
 - b. Exhibit C – Nondiscrimination Agreement

IV. COUNTY RESPONSIBILITIES

1. COUNTY will provide timely response to CONTRACTOR requests for related necessary information, approval, or documentation to support the project outlined herein.
 - a. COUNTY will provide at no cost to CONTRACTOR those materials referenced in Section III – CONTRACTOR RESPONSIBILITIES.
2. COUNTY will specify contacts for CONTRACTOR including available contact information as referenced in Section III – CONTRACTOR RESPONSIBILITIES.
3. COUNTY will provide a direct point of contact for the COUNTY HSD Public Information Officer as the primary authority for guidelines and processes in regard to appropriate utilization of social media.

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4. COUNTY FCS RFA Supervisor will coordinate with CONTRACTOR through weekly consultations to clarify goals and objectives.
5. COUNTY FCS RFA Supervisor will inform CONTRACTOR of other targeted recruitment efforts for underserved foster youth populations.
6. COUNTY will provide information and guidance to CONTRACTOR upon request. Specific trainings may include: (a) RFA training; (b) media training; (c) Common Core Training (provided through Bay Area Academy via collaboration with COUNTY); and (d) training on the use of the RFA database, and other relevant computer related functions specific to COUNTY's information technology systems.
7. COUNTY will provide orientation sign-in sheets designed to gather information necessary to meet COUNTY's needs.
8. COUNTY will update CONTRACTOR regarding COUNTY Foundations training completion by resource parents and will provide relevant information for CONTRACTOR's tracking purposes.
9. COUNTY FCS RFA Supervisor will collaborate with CONTRACTOR regarding establishing critical relationships with community partners relevant to CONTRACTOR's community engagement responsibilities.
10. If CONTRACTOR itemizes trip mileage within invoicing, COUNTY will notify CONTRACTOR of changes to approved mileage rate in a timely manner, along with the effective date of change. Any such change must be reflected in CONTRACTOR's invoicing, according to Federal per diem requirements in affect at time of travel. See www.gsa.gov/perdiem.

V. REPORTING AND COORDINATION REQUIREMENTS

- A. BUDGET: CONTRACTOR shall invoice at an all-inclusive, flat rate of \$____/hour for all services.
 1. If CONTRACTOR prefers to invoice for travel separately rather than include all costs in an hourly rate, local mileage shall be invoiced at COUNTY rates and in accordance with Federal per diem rates in effect at time of travel. See www.gsa.gov/perdiem. Approved mileage requires backup documentation submitted to COUNTY- identified Contracts Analyst contact as well as COUNTY-identified project manager contact confirming: (i) location(s) travel to/from; and (ii) dates and times of travel.
 2. If CONTRACTOR identifies a need for a non-personnel budget, see SECTION VII – BUDGET below to replace this section.

A. BUDGET MODIFICATION

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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 no later than May 1st of the fiscal year in which the budget modification is applicable and must have prior approval by COUNTY authorized staff to be approved.
3. Other transfers of funds may only be approved 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.

B. 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 this Exhibit A – Scope of Work and Budget.
 - a. If CONTRACTOR prefers to invoice for travel separately rather than include all costs in an hourly rate, invoice backup shall include details by trip verifiable per Google Maps, in accordance with COUNTY Auditor-Controller standards.
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, with the exception of year-end invoices for May and June.
3. CONTRACTOR shall submit May and June invoices for specific fiscal years by 5 p.m. on the first calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.

C. REPORTING

1. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of work. CONTRACTOR shall use a reporting template created or approved by COUNTY, which are due January 31 and July 31 of each fiscal year. Failure to submit Semi-Annual Reports by the dates due may result in the withholding of payment for invoices until the report is submitted. COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by April 30 for each fiscal year of this contract term.

VI. ADDITIONAL TERMS AND CONDITIONS

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1. **Corrective Action:** CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see Independent Contractor Agreement, section 4, Early Termination).
2. **Federal Funding:** CONTRACTOR shall certify that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
3. **Uninterrupted Provision of Services:** In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff shall be replaced within ninety (90) days of the start of staffing vacancies.
4. **Notification of Personnel Changes:** In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to the COUNTY within ten (10) business days of occurrence.
5. **Instruction:** CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
6. **Consistency of Service:** Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the appropriate COUNTY Program Manager.
7. **Number of Referrals:** In the event that the number of referrals made by the COUNTY exceeds the maximum amount detailed in this scope of work, or if program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.
8. **Publicity and Outreach:** CONTRACTOR shall agree to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.

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9. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-4661 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.
10. CONTRACTOR shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding the confidential nature of foster youth information, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating section 827 is guilty of a misdemeanor. CONTRACTOR may receive information that is confidential as a member of a foster youth's multidisciplinary team as permitted under Welfare and Institutions Code section 827(a)(1)(K) but shall not further disclose any such information to any third party unless authorized by the juvenile court or as otherwise permitted by law. This confidentiality provision shall survive the termination, expiration, or cancellation of the Agreement.

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VII. *Sample* BUDGET FOR 18 MONTHS

LINE ITEM EXPENDITURES	PROGRAM COSTS FY 22-23	PROGRAM COSTS FY 23-24
PERSONNEL COSTS @ \$X/hour + necessary travel	\$	\$
NON-PERSONNEL COSTS – Training, supplies	\$	\$
FISCAL YEAR SUB-TOTAL	\$	\$
GRAND TOTAL	\$123,000	

A. RATES

Either:

1. The lump-sum flat rates are inclusive of necessary travel expenses. Necessary travel must be in compliance with United States General Services Administration (GSA) rates in effect at time of travel, as published at www.gsa.gov/perdiem and adopted by the County of Santa Cruz Auditor-Controller. Refer to GSA per diem rates for maximum allowable costs.

or

2. CONTRACTOR shall invoice for travel in accordance with COUNTY Auditor-Controller policies at applicable Federal per diem rates in effect at time of travel. See www.gsa.gov/perdiem. CONTRACTOR must obtain written authorization from COUNTY-identified staff prior to any travel that will result in costs other than mileage.
3. If CONTRACTOR identifies a need for a non-personnel budget, Non-personnel costs include only: (TBD through negotiation of final contract.)

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: _____