



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

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## COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Qualifications (RFQ) #23Q2-001

FOR

### OPERATING CHILDREN'S CRISIS STABILIZATION AND RESIDENTIAL PROGRAMS

|                    |  |
|--------------------|--|
| Question Deadline  | 5:00 PM; Pacific time, OCTOBER 27, 2023<br>Submit questions by email to Contact Person   |
| Submittal Deadline | <b>3:00 PM, Pacific Time, NOVEMBER 17, 2023</b><br>Proposal must be submitted by this Deadline.  |
| Submittal Location | General Services Department - Purchasing Division<br>701 Ocean Street, 3 <sup>rd</sup> floor, Room 330<br>Santa Cruz, CA 95060   |
| Contact Person     | MARALISE HOWZE, Buyer<br>Email: <a href="mailto:maralise.howze@santacruzcountycalifornia.gov">maralise.howze@santacruzcountycalifornia.gov</a><br>Phone (831) 454-2723<br>Fax (831) 454-2710 |

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## **SECTION I - INVITATION**

The County of Santa Cruz Health Services Agency, Behavioral Health Services Division (BHSD) invites statements of qualification from Qualified Providers to provide administration and operation for the following clinical programs: Santa Cruz County Children's Crisis Stabilization and Residential Programs. The response to this solicitation will be in the form of a Statement of Qualifications (SOQs). The County prefers a single vendor for both the Crisis Stabilization (CSP) and Crisis Residential Program (CRP).

The performance period of an ensuing contract is 5 years with the possibility of one or more 5-year extensions for consultants performing satisfactorily.

The BHSD currently provides community-based services to approximately 2,000 minors and 5,000 adults annually through its continuum of care. The County has developed a continuum of care to provide a broad range of services for County residents who experience significant disruptions in their mental health and require intensive interventions. Children and teens under age 18 who are in the most need of support will be referred to crisis stabilization services. The crisis stabilization unit can accommodate up to 8 chairs. The residential treatment program, with spaces of up to sixteen beds, will be available to restore children and teens under age 18 to a more stable level of functioning and to provide extensive support.

The facility, currently being renovated specifically for this use, is located at 5300 Soquel Avenue in the unincorporated area of the County. The facility encompasses 24,740 net sq. ft., of which about 11,320 sq. ft. on the first floor is available for the Crisis Stabilization Program (CSP), and about 14,870 sq. ft. on the second floor for the Crisis Residential Program (CRP). The facility is located approximately half a mile from the Dominican Hospital and eleven miles from Watsonville Community Hospital. Hospital emergency departments, local law enforcement agencies, and County Behavioral Health staff or designees may refer children for services. Individuals admitted to either program include Medi-Cal beneficiaries and individuals who are indigent/uninsured or who are privately insured.

Santa Cruz County has a population of 267,792 (2021 US Census Bureau estimate) and is located on California's central coast. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. Most of the health and mental health-related services are in the cities of Santa Cruz and Watsonville. There are two emergency departments in operation in the County: Dominican Hospital in Santa Cruz and Watsonville Community Hospital in Watsonville.

**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, facsimile or electronic responses will be accepted. Response must be completed in ink, typewritten, or word-processed as specified herein.

2.2 RFQ Documents

Refer to Section 4- Official RFQ Form

2.3 RFQ Process Schedule

The anticipated RFQ Process Schedule follows. The County may change these dates and/or the RFQ process if deemed necessary.

| <b>Activity</b>                   | <b>Date</b>                   |
|-----------------------------------|-------------------------------|
| Release RFQ                       | October 17, 2023              |
| Advertise RFQ Sentinel            | October 16 & October 23, 2023 |
| Deadline to submit questions      | October 27, 2023              |
| Dissemination of Answers          | November 3, 2023              |
| Deadline for Response             | November 17, 2023             |
| Evaluation                        | November-December 2023        |
| Interviews (at County discretion) | November-December 2023        |
| Final Ranking                     | December 2023                 |

2.4 Submission of RFQ Response

- A. Submit one (1) original signed in blue ink and one (1) electronic copy (USB drive) of the completed RFQ response as specified herein.
- B. RFQ Responses shall be delivered in a sealed envelope or box clearly marked as:

**RFQ #23Q2-001 by November 17, 2023, at 3:00 p.m., Pacific Time** addressed to:  
County of Santa Cruz GSD - Purchasing Division  
Attn: Maralise Howze  
701 Ocean St., Room 330  
Santa Cruz, CA 95060

2.5 Team Presentations

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.

2.6 Late Responses

Respondents shall be responsible for the timely delivery of their RFQ responses. Responses received after November 17, 2023 at 3:00 p.m., Pacific Time will be returned unopened.

2.7 Point of Contact

All questions regarding this RFQ shall be submitted in writing to the Contact Person or their authorized designee. 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 References

- A. Respondent shall complete and submit Exhibit B – References.
- B. County reserves the right to check any or all references as below:
  - 1. Necessary to assess a Respondent’s performance; and
  - 2. Explicitly specified in the RFQ response or that result from communication with Respondent’s references or other entities involved with similar or other projects, including other industry sources and users of similar services known to County.
- C. County expects contact information to be current and contacts to be reachable. Please verify that contact information for references is current.

2.9 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 best value and experience, based on an analysis involving several criteria, including but not necessarily limited to the following:

| . Evaluation Criteria |   | Points      |
|-----------------------|---|-------------|
| 1.                    | Completeness of Response  | (Pass/Fail) |
| 2.                    | Completed Non-Collusion Declaration   | (Pass/Fail) |
| 3.                    | Demonstrated Experience -Technical expertise of the main firm and sub-consultants to perform the services requested   | 5           |
| 4.                    | Scope of Services-Description of services their firm provides and services that will be subcontracted to fulfill Ancillary Services                                   | 5           |
| 5.                    | Experience/Qualifications of Key Personnel-List of key team members, proposed staffing to execute project team’s responsibilities, and org chart of staffing proposed | 5           |
|                       | Management Approach-Describe how you will meet the philosophy and program goals stated in Scope of Services   | 5           |
|                       | Quality Assurance/Quality Control Program-Describe your quality assurance/quality control program   | 5           |
|                       | Demonstrated Ability to Adhere to Budgets and Schedules- Demonstrate that you have systems in place to manage costs, budgets, and to meet program milestones          | 5           |
|                       | Local Presence-Demonstrate your familiarity with Santa Cruz County and an estimate of miles staff will be traveling to the facility                                   | 5           |
|                       | References (Exhibit B)  | 5           |
|                       | <b>Total</b>  | <b>40</b>   |

| <b>Rating Scale</b>   |                       |   |
|---|-----------------------|---|
| Each Evaluation Criteria section will be scored on a zero to five-point rating. |                       |   |
| 0   | Not Acceptable        | Non-responsive, fails to meet RFQ specifications. For mandatory requirements this score will result in disqualification of submittal.   |
| 1   | Poor                  | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.                                     |
| 2   | Fair                  | Has a reasonable probability of success, however, some objectives may not be met.   |
| 3   | Average               | Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members. |
| 4   | Above Average/Good    | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.   |
| 5   | Excellent/Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.               |

B. A committee of County employees will evaluate responses to this RFQ and select the Respondent who best meets the needs as set forth in this RFQ, is the best qualified and is best able to provide the requested services. Evaluation of the RFQs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all responses. Award of any contract that may result from this process is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

C. Interview Evaluation Criteria (at the County’s discretion)  
 If the County chooses to interview proposing Consultants, the following criteria will apply; the maximum possible score on the interview is 25:

| Interview Evaluation Criteria     | Weight    |
|-----------------------------------|-----------|
| Presentation by Team              | 10        |
| Q&A - Response to Panel Questions | 15        |
| <b>Total</b>                      | <b>25</b> |

2.10 Reservations

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

- A. Reject any or all responses from vendors that could in any way restrict or give preference to, or which could be perceived to restrict or give preference to the bidding 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.

2.11 Notification of Withdrawals of RFQ Responses

Respondents or authorized representatives may, by formal written notice to the Buyer (email is acceptable), 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.

2.12 Interpretation

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

2.13 Compliance

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

2.14 Qualifications

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

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.
- B. References: Respondent shall provide references and request and provide personal and business references. Refer to Exhibit B – References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
- D. Other Information: Respondent may provide any other information deemed appropriate.

2.15 Addenda

These documents may not be changed by any oral statement. Changes to these documents will be by written addenda.

2.16 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 in separate sealed envelope and only reference it within the body of the response. Respondent should not include in the response any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements.

2.17 Cost Liability

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

### **SECTION 3 - SCOPE OF WORK**

#### **3.1 Purpose of Work**

Having an experienced behavioral health services provider is crucial to the success of the County's program. Infrastructure for the program in the form of Tenant Improvements to an existing commercial building have been financed with grant funds from both the California Health Facilities Financial Authority and the California Department of Health Care Services' Behavioral Health Continuum Infrastructure Program, Mental Health Services Act funds, and other local allocations. Program start-up costs may also be financed with these funding streams. Any resulting ICA will be financed with a combination of public funds and fees for service.

#### **3.2 Location of Work**

The Santa Cruz County Childrens Crisis Stabilization and Residential Program will be conducted in two-story building being retrofitted specifically for these services, located at 5300 Soquel Drive, Santa Cruz, a convenient mid-county location. The first floor will house Crisis Stabilization services, and the second floor will house the Crisis Residential Program. Design development plans are available for review.

#### **3.3 Required Services for Crisis Stabilization and Residential Services**

##### ***Philosophy and Program Goal***

The overarching goal of the CSP is to provide a safe and therapeutic environment for individuals experiencing acute mental health crises to receive assessment, crisis intervention, and stabilization services to support restoration to an improved level of functioning and discharge planning to the appropriate level of care. Santa Cruz County Health Services Agency (HSA) Behavioral Health Division (BH) promotes a recovery oriented, harm reduction philosophy with person-centered, culturally responsive, and trauma-informed care. Vendors should be able to demonstrate how they embrace these values.

##### ***General Information and Requirements***

The BHSD recognizes the racial and ethnic disparities that exist among Black, Indigenous, and People of Color and aims to eliminate those disparities. Closing equity gaps requires strategies developed with an intentional focus on race with services provided by organizations deeply rooted in, and trusted by, traditionally underserved communities of color. BHSD seeks to work in partnership with vendors in Santa Cruz County to provide culturally responsive services. This spans racial equity and language capacity but also includes an understanding of and ability to reflect clients' shared experience, existing and emerging community and organizational strengths, and the unique experience of community members as they relate to gender and sexual orientation, race, age, exposure to trauma, immigration experience, socioeconomic status, disabilities, and other risk and protective factors.

Similarly, the stigma associated with mental health and substance use, as well as homelessness, is prevalent in healthcare systems and adversely impacts a person's recovery experience. Vendors will share the BHSD commitment to using language that reduces stigma and ensures inclusive and empowering strategies when providing care.

The CSP vendor shall have or obtain Short-Doyle Medi-Cal (SD/MC) certification for crisis stabilization services in accordance with CCR Title 9, Section 1840 et seq. and CCR Title 22, Chapter 3, specifically section 51341. Staff will meet Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) certification

standards for fee for service billing as well as CA Business & Professions Code 3502.1 for medication provisions. The vendor shall develop and implement an Electronic Health Record (EHR) system with the capacity to generate a care coordination document that meets Stage 2 meaningful use requirements that can interface with the County Netsmart Avatar Electronic Health Record (EHR). The vendor is encouraged to participate in and utilize the County Netsmart EHR for ease of protected information exchange.

#### 3.4 Scope of Services – Crisis Stabilization Program (CSP)

The scope of services for the CSP vendor reflects clinical, best practice, and regulatory requirements. The CSP is a 24-hour per day, 7-days per week, community-based service for children experiencing a mental health crisis. The services will promote the provision of emergency care and integrated triage of mental health and/or co-occurring substance abuse issues. Onsite services will be provided to individuals who present to the center voluntarily or involuntarily. After the completion of a comprehensive assessment, an individual may remain on the Crisis Stabilization service for up to 23 hours and 59 minutes for treatment and stabilization services as set forth in the California Code of Regulations, Title 9, Section 1840.348. CSP services must be provided by professional staff as required by California Code of Regulations (CCR) Title 9, including the appropriate client/staff ratio.

Care that is inclusive, supportive, and person-centered begins at the initial presentation for services and continues throughout the stabilization process. The safety of the clients, community, and staff is paramount to the experience. The proposed CSP service should provide a detailed referral process with appropriate clinical information for clients admitted to inpatient care include, but are not limited to:

- Comprehensive psychiatric assessment, including evaluation by licensed staff that can provide a mental health diagnosis and mental status exam within their scope of practice.
- Psychiatric services and provision of medication.
- A medical screening provided by nursing or midlevel staff to assess for co-occurring medical/substance use disorders and determine need for immediate medical care.
- Active treatment and crisis intervention strategies to include utilization of the client's community support system as it relates to family members and peers.
- Care coordination and discharge planning.
- Safety planning, such as a Wellness Recovery Action Plan (WRAP).
- Medication administration and management.
- Group intervention strategies as appropriate.
- Initiation of benefit applications as warranted.

#### Staffing

The staffing pattern for the CSP must be consistent with Medi-Cal certification for CSP according to CCR, Title 9, Section 1840 et seq, and staff shall meet CMS certification standards for fee-for-service billing. All staff that require state licensure or certification will be required to be licensed or certified in good standing in the State of California. The Vendor shall perform required provider credentialing, sanction monitoring, and Medi-Cal and Medicare Enrollment practices in compliance with DHCS and CMS requirements.

Staffing should reflect the diversity of the local community and place value on the lived experiences of family members and peers. Staff should be appropriately trained and experienced in providing crisis stabilization services, including de-escalation and restraint techniques.

#### Collaborative Services

The vendor will collaborate with BHSD to develop written agreements with other counties for transfer of non-Santa Cruz County Medi-Cal beneficiaries to host counties, per the Bay Area Agreement. The Vendor shall be responsible for developing and negotiating clear Memoranda of Understanding (MOU) with collaborative service partners. BHSD will have final approval of any proposed MOU.

#### Metrics and Outcomes

Vendors will report on metrics and outcomes. The following list of metrics and outcomes should be included; however, this list is not exhaustive. Vendors are encouraged to present additional measurable outcomes in the proposal. Vendors should also be able to demonstrate a system for quality and performance improvement. Final target and reporting requirements will be negotiated as part of the contract once a vendor is chosen.

- A. Length Of Stay (LOS) - The CSP is not intended to serve individuals beyond a 24-hour period.
  - B. Readmission rates (30-60-90 days) are reflective of program effectiveness in stabilizing clients and connecting them with ongoing services.
  - C. County of origin transfers.
  - D. Medi-Cal denials (should not exceed 5%).
  - E. Number of people/% of admissions diverted from inpatient care.
  - F. Client satisfaction.
  - G. Linkage to benefits.
  - H. Percentage of clients transferred to/from ER.
  - I. Notification to outpatient service vendors upon admission and prior to discharge.
  - J. CSP evaluations documented in the EHR according to Medi-Cal standards.
- System must be able to generate a care coordination document that meets Stage 2 meaningful use requirements.

### 3.5 Scope of Services – Crisis Residential Program

The overarching goal of the CRP is to provide 24-hour inpatient care for children who need in-patient care to stabilize. Services must be provided by professional and paraprofessional staff as per licensing and certification requirements. Admissions from the CSP to the CRP should be integrated in such a way that the transition between the services is seamless and therapeutic. Care that is inclusive, supportive, person-centered, and culturally responsive begins at the initial presentation for services and continues throughout the stabilization process. The safety of the clients, community, and staff is paramount to the experience.

#### General Information and Requirements

Vendors must successfully meet all licensing requirements pursuant to California Welfare and Institutions Code, Section 4080 et seq, 5150-5157 and 5600 et seq. and California Code of Regulations, Title 22, Division 5, Chapter 9 et seq.; and California Health and Safety Regulations, Section 1275.

Vendors are required to develop and implement an EHR system with the capacity to generate a care coordination document that meets Stage 2 meaningful use requirements that can interface with the County Netsmart Avatar EHR. The vendor is encouraged to participate in and utilize the County Netsmart EHR for ease of protected information exchange.

The CRP is a 24-hour, 7-day-a-week community-based unlocked intensive inpatient psychiatric treatment program for children experiencing a mental health crisis. Onsite services will be provided to clients who are admitted either voluntarily or involuntarily (pursuant to WIC §5150). Onsite services include but are not limited to:

- A comprehensive psychiatric and medication evaluation by psychiatric staff and provision of daily medication services. A daily face-to-face contact with a psychiatrist and documentation is required.
- Comprehensive treatment planning to include regular mental status examinations, medical evaluation, psycho-social assessment, nursing assessment, drug and alcohol screening, multi-disciplinary treatment program, individualized treatment planning and after care planning.
- Admission history and physical examination to be administered within 24-hours of admission per CCR Title 22, by a medical professional and ability to obtain medical/specialty services as appropriate per licensing regulations. Ongoing medical screening services in the event of a need for more serious or emergent medical care.
- Dietary services
- Schedule of active therapies as part of the treatment program inclusive of group therapy, skill development and client education activities, occupational therapy, art therapy, recovery-focused treatment, recreational and exercise programs.
- Peer and family support activities integrated into programming.
- Initiation of benefit applications as warranted.
- Individualized aftercare and disposition planning.

#### Staffing

The staffing pattern for the CRP shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work, and rehabilitation staff requirements pursuant to the California Code of Regulations (CCR), Title 22, Division 5, Article 3 for a CRP. There shall be an appropriate level of supervisory staff as required by regulation and/or statute. All staff, which require state licensure or certification, will be required to be licensed or certified in good standing in the State of California and conform to federal requirements related to suspended or ineligible vendors.

The Vendor shall perform required provider credentialing, sanction monitoring, and Medi-Cal Enrollment practices in compliance with DHCS requirements. Staffing should be appropriately trained and experienced to provide crisis stabilization services, including de-escalation techniques.

#### Auxiliary Services

Vendor shall have capacity for the following specialty services, which are required to operate the CRP in compliance with licensing and certification standards:

- A. Pharmacy services.
- B. Laboratory services, including the ability to obtain needed samples.
- C. Food services.
- D. Laundry services.
- E. On-site security services.

F. Transportation services.

Collaborative Services

The Vendor shall be responsible for developing and negotiating clear Memoranda of Understanding (MOU) with collaborative service partners. County will have final approval on any proposed MOU with Santa Cruz County hospitals – Dominican and Watsonville Community - for transfer of care.

Facility

Vendor shall be responsible for all utilities, telecommunication, janitorial services, furniture upkeep and replacement, repairs, and routine maintenance. Maintenance responsibilities beyond routine maintenance will be defined in the negotiated contract.

Metrics and Outcomes

Vendors will report on metrics and outcomes. The following list of metrics and outcomes should be included; however, this list is not exhaustive. Vendors are encouraged to present additional measurable outcomes in the proposal. Vendors should also be able to demonstrate a system for quality and performance improvement. Final target and reporting requirements will be negotiated as part of the contract once a vendor is chosen.

- A. Length Of Stay (LOS)
- B. Readmission rates (30-60-90 days) are reflective of program effectiveness in stabilizing clients and connecting them with ongoing services.
- C. County of origin transfers.
- D. Medi-Cal denials (should not exceed 5%).
- E. Client satisfaction.
- F. Linkage to benefits.
- G. Percentage of clients transferred to/from ER.
- H. Notification to outpatient service vendors upon admission and prior to discharge.
- I. PHF evaluations documented in the EHR according to Medi-Cal standards.
- J. System must be able to generate a care coordination document that meets Stage 2 meaningful use requirements.

3.6 General Requirements

The County shall not reimburse the Consultant for costs to relocate its personnel to the service area of this facility. The County shall not reimburse the Consultant for per diem costs, unless preapproved by the County's Program Manager. The County shall not reimburse the Consultant for out-of-state travel without prior written approval from the County's Program Manager.

The County shall not incur costs beyond the not-to-exceed budget of any contract that may result from this RFQ. If the Consultant anticipates that the budget for work will be insufficient to complete work, the Consultant shall promptly notify the County's Program Manager.

The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be comply with 48 Code of Federal Regulation (CFR), Chapter 3, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required for delivering services. Such equipment and supplies shall include, but not be limited to, the following:

- Office Supplies.
- Computers with appropriate software, printers, fax machines, calculators, data collectors and their necessary attachments and accessories.
- Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing behavioral health care services. This includes, but not be limited to, the following:
- Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint, MS Project, Microsoft Teams).
- Adobe Acrobat Pro or similar
- Inter-agency health services communication platform consistent with existing platform used by HSA/BH

If the Consultant fails to provide services outlined by any resulting Independent Contractor Agreement (ICA), the County shall have the right to withhold payment and/or terminate the Contract in accordance with the termination provisions. If the Contract is terminated, the Consultant shall, upon the County's request, return all materials recovered or developed by the Consultant under the Contract including, but not limited to, computer data files, patient files, etc.

**SECTION 4 - OFFICIAL RFQ RESPONSE FORM**

The undersigned offers and affirms that the information provided herein is true and accurate, and in conformance with all requirements, conditions, and instructions of County of Santa Cruz RFQ #23Q2-001. Complete and submit this page and the following in the format specified. These guidelines are provided for standardizing the preparation and submission of Statement of Qualifications (SOQs) by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and content.

1. Respondent/Primary Contact:

|                        |  |
|------------------------|--|
| Vendor Name:           |  |
| Vendor Address:        |  |
| Vendor Phone:          |  |
| Vendor Website:        |  |
| <b>Primary Contact</b> |  |
| Name:                  |  |
| Title:                 |  |
| Phone:                 |  |
| Email Address:         |  |

SOQs shall contain the following information:

**1. Introductory Letter**

The introductory (or transmittal) letter shall be addressed to:

County of Santa Cruz  
Health Services Agency, Behavioral Health Division,  
Attn: Dr. Lisa Gutierrez-Wang, Sr. Behavioral Health Manager  
c/o Maralise Howze  
GSD  
701 Ocean Street, Santa Cruz CA 95060, Room 330  
Santa Cruz, CA, 95060

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included, and that is responsive to the proposed Scope of Work for the CSP and CRP services included above. The letter shall be signed by the individual authorized to bind the Consultant to the submittal.

**2. Executive Summary**

As part of the Executive Summary the Consultant shall specifically note the Consultant is seeking qualification to provide services for a Childrens Crisis Stabilization and Childrens Crisis Residential Program.

**3. Consultant Information, Qualifications & Experience**

The information provided here will be evaluated per Section 2.8.

**4. Organization and Approach**

- A. Describe the roles and organization of your proposed team for this service. Indicate the composition of sub-consultants (if relevant) and number of project staff, as well as experience of your team as it relates to the services being requested in this RFQ.
- B. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- C. Describe the roles of key individuals on the team. Provide resumes and references for key team members. Resumes shall show relevant experience for the Project's Scope of Work, as well as the length of employment with the proposing Consultant.

**5. Non-Collusion Declaration**

Complete Non-Collusion Declaration Exhibit D. Consultants and consultant firms submitting SOQs in response to this RFQ must disclose to the County any actual, apparent, or potential conflicts of interest that may exist relative to the services stated herein. If the Consultant has a conflict of interest, a statement shall be included in the SOQ.

**6. Litigation**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

**7. Exceptions and Additions to Standard Independent Services Contract**

Indicate if the proposing Consultant has any issues or required changes to the sample contract agreement (Santa Cruz County Independent Contractor Agreement) included as Exhibit D.

The Consultant shall provide a brief statement affirming that the SOQ terms shall remain in effect for ninety (90) days following the date SOQ submittals are due. The Consultant shall also provide a brief statement affirming that the Consultant firm has an adequate financial management and accounting system as required.

Complete and submit the following exhibits:

- Exhibit A – Respondent Fact Sheet (Applicable to the lead firm only)
- Exhibit B – References
- Exhibit C – Insurance Certificates

**REQUIRED FORMAT:** Response must be delivered in Arial 11-point font on 8.5" x 11" white paper (b/w or color printing) with margins set to normal, with pages clearly and consecutively numbered, bound with staples, binder clips, 3-ring binders or comb/spiral binding. Do not use colored or oversized paper, laminated stock, plastic covers, or velo-binding. You may provide high-definition color photos and oversized documents electronically (USB drive) as appropriate.

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes \_\_\_\_\_ No \_\_\_\_\_

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2023

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**SECTION 5 – EXHIBITS AND ATTACHMENT**

**Exhibit A**

**RESPONDENT FACT SHEET**

(Please reference Standard Definitions on the following page.)

Name of Contractor: \_\_\_\_\_

Contractor Tax ID#: \_\_\_\_\_

Contractor operates and business is classified as:

Sole Proprietor     Partnership     Corporation  
 Government     Fiduciary     Other

Is Contractor:

1. Authorized to do business in California?                      Yes\_\_\_ No\_\_\_
2. A California-registered small business?                      Yes\_\_\_ No\_\_\_
3. A disabled-owned business?                                      Yes\_\_\_ No\_\_\_
4. A women-owned business?                                        Yes\_\_\_ No\_\_\_
5. A minority-owned business?                                        Yes\_\_\_ No\_\_\_
6. Certified as a minority business by any public agency?    Yes\_\_\_ No\_\_\_

If yes, name of agency: \_\_\_\_\_

Name of certifying officer: \_\_\_\_\_ Phone #: \_\_\_\_\_

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 24.  
If yes, indicate composition of ownership below.

% Disabled             % Women             % Black  
 % Hispanic             % Asian American     % Native American

Contractor has been in continuous operation under the present business name for \_\_\_ years.

**Minority/Women/Disabled-Owned Business Enterprises Definitions**  
(Refer to Exhibit A)

Standard definitions for Minority/Women/Disabled-Owned Business Enterprises for the purposes of Santa Cruz County contract compliance procedures shall be as follows:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
  - a. At least 51 percent of the small business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
  - b. The management and daily business operations are controlled by one or more such individuals.
  
2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
  - a. At least 51 percent of the small business concern is owned by one or more women; and
  - b. The management and daily business operations are controlled by one or more women who own it.
  
3. A **Disabled-Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
  - a. At least 51 percent of the small business concern is owned by one or more disabled persons; and
  - b. The management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under Federal and/or State oversight may have additional definitions and requirements.

**EXHIBIT B**  
**REFERENCES**

List and submit with this RFQ three (3) or more references for whom you have furnished similar services in size and nature.

1. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Project Budget: Preliminary: \_\_\_\_\_ Final: \_\_\_\_\_  
Dates of Engagement: \_\_\_\_\_

2. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Project Budget: Preliminary: \_\_\_\_\_ Final: \_\_\_\_\_  
Dates of Engagement: \_\_\_\_\_

**EXHIBIT B**  
**CUSTOMER REFERENCES**  
(Continued)

3. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Project Budget: Preliminary: \_\_\_\_\_ Final: \_\_\_\_\_  
Dates of Engagement: \_\_\_\_\_

4. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Project Budget: Preliminary: \_\_\_\_\_ Final: \_\_\_\_\_  
Dates of Engagement: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**Indemnification for Damages, Taxes and Contributions**

In conjunction with work performed at and/or for County, 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:

1. 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.
2. 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).

**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 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 unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits
  - a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Contractor has no employees and certifies to that fact.
  - b. Automobile Liability Insurance for each of Contractor's vehicles used in the performance of 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 Contract and Contractor and County both certify to that fact.

- c. Contractor 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.
- d. Professional Liability Insurance in the minimum amount, to be determined by Contractor and County as applicable, combined single limit.

2. Other Insurance Provisions

- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
- b. If any insurance coverage required in 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 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 Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.
- c. 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.
- d. 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 the contracting department.

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 Contract
- e. 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 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 the contracting department.
- f. 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.

**Exhibit D  
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH QUALIFICATIONS

I, \_\_\_\_\_, am the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position/Title) (Company)

the party making the foregoing Submittal that the Submittal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Submittal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Submittal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Submittal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Submittal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Bidder  
(Firm, Corp., Individual)

\_\_\_\_\_  
Title of Authorized Representative

**Attachment 1**  
**SAMPLE INDEPENDENT CONTRACTOR AGREEMENT (ICA)**

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**  
**[Enter Department Name]**  
**Attn: [Enter Department Contact]**  
**701 Ocean Street, [Enter Room number]**  
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County**  
**[Enter Department Name]**  
**Attn: [Enter Department Contact]**  
**701 Ocean Street, [Enter Room number]**  
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 subpart 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

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

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

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

Attachment 1

**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 require payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

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

**15. NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

**16. MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

SIGNATURE PAGE

Contract No. \_\_\_\_\_

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

**(ENTER CONTRACTOR NAME)**

**COUNTY OF SANTA CRUZ**

By: \_\_\_\_\_  
SIGNED SIGNED

By: \_\_\_\_\_

\_\_\_\_\_  
PRINTED PRINTED

\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Office of the County Counsel

**DISTRIBUTION:**

- [Enter Initiating Department Name]
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

*For Review Purposes Only*