

REQUEST FOR PROPOSALS



County of Santa Barbara Department of Social Services

Document Imaging (DI) System
RFP # 20-05

Proposal Release Date: August 3, 2020

**Virtual Proposal Workshop Meeting:
August 18, 2020, 1:30 PM**

Statement of Qualifications Due: August 31, 2020, 1:00 PM

To Emma Duncan

email: e.duncan@sbcsocialserv.org

PROPOSALS DUE: October 29, 2020 at 1:00 PM

Department of Social Services

2125 S. Centerpointe Parkway

Santa Maria, CA 93455

*Sealed proposals to this invitation must be received by DSS no later than the Due Date indicated above.
Submittal by fax is not acceptable.*

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1. INTRODUCTION

1.1 Purpose

The County of Santa Barbara Department of Social Services (DSS) is seeking proposals from qualified sources to provide a Document Imaging Service (DI) to include document scanning and file management to work with several Social Services programs. The objective of the DI system is to improve the efficiency of customer service operations and provide a higher quality of customer service to our clients.

The new document imaging system must be able to scale to accommodate additional County of Santa Barbara departments.

1.2 Eligible Contractors

Organizations with relevant capacity and experience with providing services as set forth in the RFP are invited to apply.

Eligible contractors for the RFP include public or private entities that can adhere to the Santa Barbara County (County) contracting requirements as outlined in Exhibit 1. The eligibility requirements for qualified contractors apply to the Fiscal Agent, defined as the organization that receives and manages the grant funds. The contractor will be responsible for ensuring compliance with all terms and conditions of the agreement administration and fiscal management of the agreement, and will be held accountable for program results stated in the agreement.

For the purposes of this RFP, the terms vendor, contractor, applicant and agency are intended to be synonymous.

1.3 Amount and Availability of Funding

DSS reserves the right to negotiate the final funding amount which may be different than the amount submitted by the selected applicant.

Funding for the contract shall be contingent upon availability of state and/or federal funds as appropriate to the funding source.

1.4 Unfair Competitive Advantage

A contractor, subcontractor, or consultant who is employed by the County to develop specifications, requirements, statements of work, invitations for bid, request for proposals, or provided paid or unpaid consultant, monitoring, technical assistance, etc. in the subject program area are prohibited from competing for the award.

Vendors providing direct delivery services are not prohibited from competing.

1.5 Conflict of Interest

The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of

substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

Contractors employing or retaining employees of the County of Santa Barbara as contractors, subcontractors, or consultants or in any other capacity must make such information known within their proposal document (Attachment A). Failure to do so may result in disqualification of the proposal, cancellation of contract or contract award, or result in disciplinary action against individuals involved.

1.6 General Proposal Conditions

This RFP does not commit DSS to award a contract or to pay any associated cost.

The proposal preparation cost is solely the responsibility of the prospective contractor and shall not be included as part of the proposal budget.

Prospective contractors who plan to perform the work under a joint venture agreement must provide the information requested in this RFP separately for each of the partners. Each partner agency must provide Attachments D through I. The principal or lead agency must be identified.

Responses to this RFP must be according to the format, content and sequence set forth in this RFP. In order to be competitive, proposals must include all of the requested information, completed forms, and attachments. Unnecessarily elaborate or lengthy proposals or other representations beyond those needed to provide a sufficient and clear response to all the RFP requirements are not desired.

Prospective contractors agree to provide DSS with any other information the county determines is necessary for an accurate determination of their qualifications to perform services.

Proposals without an original, authorized signature will be rejected. Additionally, any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. DSS reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval. DSS reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a prospective contractor from full compliance if awarded a contract. Reasons for rejecting any proposal will be provided to the prospective contractor.

Proposals are not to be marked as confidential or proprietary. All proposals are subject to public disclosure by the California Public Records Act and State regulations. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.

DSS, in its sole discretion, reserves the right to cancel this RFP in whole or in part at any time during the selection process. DSS reserves the right to seek additional proposals beyond the final submission date, if, in DSS' sole discretion, the proposals received do not meet the needs.

Proposals must be valid for a minimum of 120 days from the due date of this RFP. Although cost is a major consideration, DSS may choose not to award the contract to the prospective contractor who submits the proposal with the lowest cost.

The County does not require, encourage, nor discourage the use of lobbyists or other consultants for the purpose of securing business.

1.7 Questions

Questions regarding the RFP may be asked at the Proposal Workshop or may be submitted in writing prior to the workshop. Questions must be submitted by 1:00 p.m. on August 12, 2020 to:

Emma Duncan, Contracts Coordinator
Department of Social Services
2125 S. Centerpointe Pkwy.
Santa Maria, CA 93455
e.duncan@sbcsocialserv.org

Responses to written questions deemed material will be provided at the proposal workshop and those that request a copy of the RFP.

Questions received after the proposal workshop will not be addressed. Contractors will need to rely on the language contained in the RFP and any materials distributed at the workshop in preparing the final response package.

DSS reserves the right to decline a response to any question(s) if, in DSS assessment, the information cannot be obtained and shared with all potential contractors in a timely manner.

Contractors are directed to contact only the Contracts Coordinator to answer questions regarding this RFP. If it is discovered that an contractor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, DSS, in its sole determination, may disqualify their proposal from further consideration.

DSS has attempted to provide all information available with regard to the services described. It is the responsibility of each contractor to review, evaluate, and where necessary, request any clarification of information.

1.8 Proposal Workshop

The purpose of the proposal workshop is to permit interested contractors an opportunity to ask questions on specifics of the RFP, further explain program criteria, and inform all contractors of the specific requirements and allowable activities under the RFP. DSS considers the proposal workshop to be critical to understanding the proposal requirements, attendance is recommended to ensure a thorough understanding of the RFP process.

A virtual proposal workshop will be held on August 18, 2020 at 1:30 PM.

You must RSVP and confirm attendance for the virtual proposal workshop and to receive the link to the online event. RSVP to Emma Duncan Contracts Coordinator, at (805)346-7294 or e.duncan@sbcsocialserv.org.

Please have your copy of the RFP and log in timely as information provided after the workshop has begun will not be restated.

1.9 Vendor Design Reviews

Vendor Design Reviews will be conducted virtually with each potential contractor by appointment. Appointments will be scheduled on September 30, 2020 or October 1 2020, depending on the number of proposals received.

DSS considers the Vendor Design Reviews to be critical to understanding the proposal requirements, attendance is mandatory to ensure a thorough understanding of the RFP process.

1.10 Proposal Deadline

Proposals must be delivered in person, by courier service, or by mail to the address indicated below (no postmarks accepted). All proposals must be received on or before October 29, 2020 at 1:00 PM.

Proposals will be accepted at:

Department of Social Services
2125 S. Centerpointe Pkwy.
Santa Maria, CA 93455
Attn: Emma Duncan, Contracts Coordinator

We must receive your proposal as directed no later than the date and time shown above. Traffic, parking, courier service or other problems (including erroneous delivery to any other County office) are not excusable. We recommend you set yourself an earlier deadline.

Any proposal received after the exact time specified will not be considered unless it is determined by the county that late receipt was due solely to mishandling by the county.

The only acceptable evidence to establish whether a proposal is late shall be the time of receipt at the DSS office as determined by the DSS date and time stamp on the proposal wrapper or other evidence of receipt maintained by DSS.

Proposals will not be available for public inspection until the contract award is announced.

1.11 Technical and Financial Reviews

Technical and Financial Reviews will be scheduled and conducted virtually with each potential contractor. Appointments shall be scheduled on November 19th or 20th, depending on the number of proposals received.

DSS considers the Technical and Financial Reviews to be critical to determining the responsiveness of proposals submitted. Attendance is mandatory.

1.12 RFP Amendment and Cancellation

DSS reserves the unilateral right to amend this RFP in writing at any time. If an amendment is issued it shall be provided to all known prospective contractors. If necessary, a new Proposal Deadline will be established. Prospective contractors shall respond to the final written RFP and any exhibits, attachments, and amendments.

DSS also reserves the right to cancel or reissue the RFP at its sole discretion.

1.13 Right of Rejection

DSS reserves the right, at its sole discretion, to reject any and all proposals.

Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. DSS may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

DSS reserves the right, at its sole discretion, to waive variances which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with proposal conditions, provided such action is in the best interest of the DSS. Where the DSS waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the potential contractor from full compliance with the RFP. Notwithstanding any minor variance, DSS may hold any potential contractor to strict compliance with the RFP.

Potential contractor may not restrict the rights of DSS or otherwise qualify their proposals. If a potential contractor does so, DSS may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

1.14 Proposal Package

Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Applicants shall submit one (1) signed single-sided original and twelve (12) double-sided copies of the proposal package and one (1) electronic copy on CD or flash drive in a sealed package. The electronic copy must be readable by DSS using Microsoft Office compatible programs. Attachments A-F should be in Microsoft Word and Microsoft Excel; all other documents may be in PDF format. Both the electronic and hard copy shall be organized as outlined in Exhibit 1.

Proposal pages must be sequentially numbered throughout, 3-hole punched along the left border and each copy secured with a rubber band or placed in a 3 ring binder.

Proposals will be single spaced with **Arial** 11 point font size.

Failure to submit proposals in the order required and exceeding the allowable page limit, as stated in Exhibit 1 or to complete all required attachments fully may result in rejection of the proposal. Details about certain requirements are contained below. The absence of a description in this area of the RFP does not mean that the other requirements are unimportant and should not be included. Please follow the guidelines in the RFP to ensure that you return a complete proposal package for the County's consideration.

Funding recommendations may be made on the basis of initial offers received without an additional written or oral discussion.

Budget

Potential contractors must include the required format for the budget, which is included with this RFP as Attachment C.

Insurance Requirements

Potential contractor must provide certificates of insurance for all policies. Certificates must clearly indicate limits of coverage. The County requires the following coverage: Workers' Compensation, General and Automobile Liability (\$1,000,000 per occurrence, \$2,000,000 in the aggregate) with an Endorsement naming the County of Santa Barbara as an additional insured, and/or Professional Liability insurance.

The Certificate Holder shall read as follows:

County of Santa Barbara
Department of Social Services
2125 S. Centerpointe Pkwy.
Santa Maria, CA 93455

Prior to contract execution, contractor must comply with the standard County insurance requirements should the required coverage differ from what the contractor currently has in place. For further insurance provisions, see Exhibit C contained in Exhibit 4.

Financial Statement Requirements

At the time of proposal submission, agencies must provide a complete financial statement, prepared in conformity with Generally Accepted Accounting Principles (GAAP), based upon an audit that is not more than eighteen (18) months old by the time of the proposal submission deadline. This statement must be certified by an independent Certified Public Accountant (CPA). A complete un-audited statement, also prepared in accordance with GAAP, which is not more than three (3) months old by the time of the proposal submission deadline must also be included. These statements should clearly identify the financial condition of the contractor's business entity as well as that of its corporate structure, if applicable.

The financial statement will be used in determining the contractor's financial condition, including the working capital position that would permit the contractor to perform a contract of the size indicated by this RFP.

Certification of Financial Support

If the contractor intends that another corporation(s) and/or parent organization will provide financial support in any way to the contract, the other organization(s) involved must file a binding certification as to the extent of its (their) support. Such certification must be dated and signed by a corporate officer authorized to make such a commitment.

If the other organization(s) intend(s) to be responsible for any or all operations of the contractor, this must be certified.

A contractor that intends to provide for working capital through loans from financial or other institutions must supply a certified commitment from the institution that it will provide a specified maximum line of credit.

Form of Business Organization

The contractor must prepare and submit a notarized affidavit sworn to and executed by the contractor's duly constituted officers, containing the following information:

- The business name and legal form of the contractor's business organization, i.e. proprietorship, partnership, corporation or combination.

- A detailed statement indicating whether the contractor is totally or partially owned by another business, parent organization, or individual and the relationship with the contractor.
- Copies of the contractor's articles of incorporation and bylaws, and any partnership papers and/or joint venture agreements, if applicable.
- Names and addresses of the Advisory Board and/or Board of Directors with brief statement of their qualifications. Indicate whether there are any vacancies.
- The contractor must provide a complete list of current and completed contracts within the last five years with the County of Santa Barbara and other agencies for a total of 4 references. DSS reserves the right to conduct reference checks with these agencies.

Partner and/or Sub Contractor Agreements

Contractor must provide copies of agreements or commitment letters that exist with partners and/or sub contractors.

2. SCOPE OF SERVICES

Exhibit 2 contains the Scope of Services.

3. GENERAL CONTRACTOR REQUIREMENTS

3.1 Reporting Requirements

The Contractor shall maintain records, collect data, and provide reports mandated by Federal and State governments, and as may be requested by DSS. These reports will act as monitoring tools for DSS oversight of the selected Contractor's performance. Data elements may include, but are not limited to, the following:

Contractor will be subject to any monitoring activity necessary to assure compliance with regulations and contractual requirements.

3.2 Compliance

Potential contractors must comply with all applicable provisions of law and regulations. These shall include but not be limited to the Social Security Act, the Civil Rights Acts, the Clean Air Act, applicable federal regulations, State Efficiency Plan, California Welfare and Institutions Code, and the State Department of Social Services Manual of Policies and Procedures.

3.3 Coordination

Service delivery requires DSS staff and the contractor to collaborate. The Contractor will be required to coordinate with DSS staff, as directed by DSS. The Contractor will meet with DSS to coordinate procedures and solve problems.

3.4 Closeout Process

3.4.1 Vendor shall submit within 90 calendar days after date of completion all financial, and performance reports.

3.4.2 Vendor shall liquidate all obligations and/or accrued expenditures incurred under the contract no later than 90 calendar days after funding period or date of completion.

3.4.3 County shall make prompt payments to vendor for allowable reimbursable cost under the contract.

3.4.4 Vendor shall promptly refund any balances of unobligated cash that the county has advanced or paid and that is not authorized to be retained.

3.4.5 When authorized by terms & conditions of the contract, County shall make a settlement for any upward or downward adjustments to the share of costs after closeout reports received.

3.4.6 Vendor shall account for any real or personal property acquired with Federal funds.

3.4.7 In the event a final audit has not been performed prior to closeout of an award, County retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

3.5 Financial Audit and Retention

Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Santa Barbara County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least four (4) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigations or audit) whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

3.6 Monitoring/Audit Exceptions and Disallowed Costs

Contractor will be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State Except to the extent that the State and/or the County determines it will assume liability. Contractor will be liable for and will repay, to the County, any amount for recoupment of audit exceptions and disallowances of disallowed costs. Such repayment will be from funds other than those received under this agreement.

3.7 Site Review

An on-site fiscal and program review may be required. If a Site Review is determined to be necessary by DSS, the Contractor shall be provided with the evaluation criteria prior to the Site Review.

3.8 Evaluation

Contractor will cooperate with DSS reviews and evaluations to:

3.8.1 Determine the efficiency and effectiveness of social services delivery systems management, optimal utilization of resources and elimination of deficiencies in management information systems, and administrative procedures and structure. Prior to contract execution contractor must complete the Provider Self-Monitoring Checklist (Exhibit 4).

3.8.2 Determine if desired results or benefits are being achieved, and the objectives established by the regulations are being met.

3.9 Confidentiality

All employees, contractors and/or representatives of the potential contractor will be responsible for maintaining confidentially and documenting said agreements.

3.10 Criminal Background Check

All employees, and subcontractors of contractor shall be cleared by a criminal background check and be clear of all convictions as adults of felonies and/or crimes against children.

4. AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTORS

Exhibit 3 contains the standard terms and conditions for independent contractors for Santa Barbara County. The insurance language contained in Exhibit C contained in the Agreement Exhibit 3 is non-negotiable. The contractor proposal will be used to develop the Statement of Work (Exhibit A) and the Payment Arrangements (Exhibit B) within Exhibit 3.

5. EVALUATION PROCESS

DSS intends to contract with the responsible vendor whose proposal is determined most responsive to the requirements of this RFP. Our sole purpose in the evaluation process is to determine from among the proposals received which one is best suited to meet DSS needs. Any final analysis or weighted point score does not imply that one contractor is superior to another, but simply that in our judgment the contractor selected appears to offer the best overall solution for our current and anticipated needs.

The proposal review process will include the following major activities to ensure that the County of Santa Barbara procurement meets all applicable regulatory and audit standards:

5.1 Proposal Package Components

Submittals of required forms as outlined in the RFP.

5.2 Vendor's Financial Stability

Vendor shall provide documentation showing that the organization (prime and subcontractor) have sufficient financial reserves to maintain the program for the duration of the project.

Documentation shall include financial statements for the last two years for both the prime and subcontractor, as outlined in Section 1.14, page 6.

5.3 Vendor References

The County will contact and evaluate the vendor's references based on the information provided in accordance with the submittal requirements specified in Exhibit 5, Table 1 - References.

5.4 Vendor Design Reviews

During this process, each vendor will review conceptually with the County:

5.4.1 Their understanding and interpretation of the RFP Document; and

5.4.2 Their proposed approach to the requirements prior to preparing their response.

5.5 Technical and Financial Reviews

After receiving proposals, Technical and Financial Reviews will be conducted individually with each vendor.

5.5.1 County may seek clarifications from each vendor on their RFP response, including Proposed System Design, Proposed Team Qualifications and Pricing Response.

5.5.2 The County considers the Technical and Financial Reviews to be critical to determining the responsiveness of proposals submitted. Attendance is mandatory. The Technical and Financial Review provides each vendor the opportunity to clarify their response with the County and to be evaluated for consistency of scope.

5.6 Vendor Cost

Will be evaluated based on the Attachment C submittal.

5.7 Overall Response

Vendor's overall response to the RFP, Attachments, and Appendices, including:

5.7.1 Compliance with the requirements of the RFP;

5.7.2 Completion of all mandatory forms;

5.7.3 Capability, features, and functionality of the system;

5.7.4 Warranty, maintenance, and support; and

5.7.5 Other factors deemed of value to the County.

5.7.5.1 All proposals will be reviewed for demonstrated capacity to provide the services/activities sought through this solicitation.

5.7.5.2 All proposals will be reviewed for costs that are reasonable, allowable, necessary, and competitive as measured by the review of the cost proposal worksheet, program design, staffing levels and structure, linkages, and standing in relation to all other contractors.

5.7.5.3 Submitted proposals will be evaluated on all aspects of this solicitation, including references consulted.

5.8 Proposals may be reviewed, scored, and ranked by a panel consisting of members of various Departments from within the County of Santa Barbara and/or other people with community-based service delivery expertise.

5.9 Funding recommendations will be prepared for consideration by the Executive Team of the Department of Social Services. Based upon Executive Team action, DSS staff will be directed to negotiate and execute a contract with the contractor recommended for funding.

5.10 Final contract approval is the prerogative of the County Board of Supervisors.

5.11 Statement of Qualifications

The purpose of the Statement of Qualifications (Exhibit 5) is to pre-qualify four (4) vendors for consideration for the subsequent acquisition processes. DSS is identifying potential suppliers who would act as a prime contractor.

The Statement of Qualifications must be completed and returned to the County via email by 1 pm on August 31, 2020 to: Emma Duncan, Contracts Coordinator, Department of Social Services, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455. EMAIL: e.duncan@sbcsocialserv.org

5.12 Investigation

Submittal of a proposal authorizes us to investigate without limitation the background and current performance of contractor and present staff. *Discovery of any material misstatement of fact may lead to disqualification of a contractor or to cancellation of any resulting contract.*

5.13 Acceptability

We reserve the sole right to determine whether goods and/or services offered are acceptable for our use

5.14 Protests

DSS shall consider any protest or objection regarding the award of a contract, provided it is filed within seven (7) calendar days immediately following the date of notification of the recommendation to award a contract. Protests must be addressed to: Emma Duncan, Contracts Coordinator, Department of Social Services, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455. EMAIL: e.duncan@sbcsocialserv.org.

DSS will respond in writing to the protester within seven (7) working days of the close of the protest period. Notification will include the final decision on the protest and the basis for the decision.

6. SCORING VALUE

The scoring value of each section of the RFP is as follow:

| Criterion | Points |
|---------------------------------|------------|
| Proposed Package Components | 5 |
| Vendor's Financial Stability | 10 |
| References | 10 |
| Design Reviews | 15 |
| Technical and Financial Reviews | 35 |
| Cost | 15 |
| Overall Response | 10 |
| Total | 100 |

7. PROCUREMENT SCHEDULE

| | |
|--------------|---|
| 8/3/20 | Release Request for Proposals |
| 8/12/20 | Deadline for Workshop questions |
| 8/18/20 | Proposal Workshop |
| 8/31/20 | Due Date – Statement of Qualifications at 3 pm |
| 9/14/2020 | Email Notification to Contractors of Vendor Design Reviews |
| 9/30 & 10/1 | Vendor Design Reviews |
| 10/29/20 | Proposal Due Date at 1:00 pm Sharp |
| 10/30/20 | Email Notification to Contractors of Receipt of Proposal |
| 11/19, 11/20 | Technical & Financial Reviews |
| 12/11/20 | Notify Contractors of Recommendation for Award of Proposal-Notification will be sent by e-mail and mail |

(This schedule is only an estimate. Dates after “Due Date” may vary)

EXHIBITS

Exhibit 1 – Proposal Package Components (Informational)

Exhibit 2 – Scope of Services (Informational)

Exhibit 3 – Agreement for Services of Independent Contractor or Standard Terms and Conditions (Informational)

Exhibit 4 – Provider Self-Monitoring Checklist (Informational)

Exhibit 5 – Statement of Qualifications (Required)

Please submit hard copies and electronic copies of the proposal package in the order listed below. The references in parenthesis refer to the area of this RFP which contains additional information about each item. Some items require a response within the page limitations established. However, the page limitation does not apply to requested information, such as, job descriptions and resumes.

1. Proposal Summary Sheet (Attachment A) – Not to exceed 1 page
2. Description of Services (Attachment B) – Not to exceed 10 pages
3. Cost Proposal Worksheets (Attachment C)
4. Agency Litigation Involvement (Attachment D)
5. Disclosure Regarding Lobbying (Attachment E)
6. Certification Regarding Lobbying (Attachment F)
7. Certification Regarding Debarment (Attachment G)
8. Certification Regarding A Drug-Free Work Place (Attachment H)
9. Confidentiality Agreement (Attachment I)
10. Financial Statements (Section 1.14)
11. Certification of Financial Support, if needed (Section 1.14)
12. Form of Business Organization (Section 1.14)

INTRODUCTION

The County of Santa Barbara DSS is seeking proposals from qualified vendors to provide a Document Imaging System to replace its current docSTAR on premise system.

The objective of the new Document Imaging (DI) system is to replace the existing system; improve the efficiency of internal operations; and provide a higher quality of customer service to our clients. The new document imaging system must be able to scale to accommodate additional County of Santa Barbara departments.

1. Existing System(s)

1.1. Current Document Imaging System

DSS is using docSTAR, an on-premise document imaging system, which was implemented about 12 years ago. The system is at the end of life.

1.2. Storage

Current storage usage is about 9 TB.

1.3. Desktops

1.3.1. DSS is using the following:

1.3.1.1. Windows 10

1.4. Browsers

1.4.1. Google Chrome

1.4.2. Microsoft Edge

1.4.3. Microsoft Explorer 11

1.4.4. Firefox

1.4.5. Field users - Microsoft Surface & Apple IOS

1.5. Scanners

DSS uses the following models of Panasonic scanners.

1.5.1. KV-S1025C

1.5.2. KV-S1045C

1.5.3. KV-S1046C

1.5.4. KV-S1027C

1.5.5. KV-S1027C-MK2

1.6. Project Sites

DSS has staff at the following sites:

- 1.6.1. Santa Barbara Main Office, 234 Camino Del Remedio, Santa Barbara, CA 93110.
- 1.6.2. Lompoc Main Office, 1100 W. Laurel Ave., Lompoc, CA 93436.
- 1.6.3. Santa Maria Main Office, 2125 S. Centerpointe Pkwy., Santa Maria, CA 93455.
- 1.6.4. Santa Maria Self-Sufficiency Services, 1444 S. Broadway, Santa Maria, CA 93454.
- 1.6.5. Santa Maria Adult & Children's Services, 304 W. Carmen Lane, Santa Maria, CA 93458.
- 1.6.6. Workforce Resource Center, 1410 S. Broadway, Santa Maria, CA 93454.
- 1.6.7. Workforce Resource Center, 130 E. Ortega Street, Santa Barbara, CA 93101.
- 1.6.8. County's Data Center, located at 4408 Cathedral Oaks Rd, Santa Barbara, CA 93110.

2. Local Area Network

Santa Barbara County Information & Communications Technology department (ICT) supports and maintains the Local Area Network (LAN).

3. Wide Area Network (WAN) – Site to Site Connectivity

ICT supports and maintains the WAN.

4. ISP Provider

- 4.1. ICT has 4 connections to the Internet. Two from the EOC building, which is the County's Data Center, located at 4408 Cathedral Oaks Rd, Santa Barbara, CA 93110. The other two are located at 2125 S. Centerpointe Pkwy., Santa Maria, CA 93455.
- 4.2. Each County PC is routed to the nearest connection. When there is an issue with a connection, PCs can be routed to the connection that is working.

5. Datacenter

- 5.1. Any onsite equipment will be located at the County's datacenter.
- 5.2. Datacenter is backed up in Santa Maria, California.
 - 5.2.1. This is limited, DSS data backup for DI may have a longer backup requirement.
- 5.3. County is implementing DocuSign for electronic signatures.

6. DI Requirements

The following system functionality is required. Vendor shall include labor for implementation or professional services for all hardware and software described below.

6.1. Capture

- 6.1.1. Vendor's software should be able to capture the document via scanning, email, virtual print, export, & images.
- 6.1.2. Workers in the field should be able to upload signed forms, applications, and other related documents.
- 6.1.3. DSS uses Panasonic scanners.
 - 6.1.3.1. Vendor shall list scanner types that can be used with its software and confirm that the existing Panasonic scanners are compatible with its software.
- 6.1.4. From Web: Vendor software should be able to convert electronic files and information into a consistent structure and format.
- 6.1.5. PDF/Various Video Formats: Vendor software should be able to move and save PDF and other various formats files and information into a consistent structure and format.
- 6.1.6. Vendor should include Optical Character Recognition (OCR) software that recognizes text characters in images and converts the image into a machine-readable text document.
- 6.1.7. Vendor software should allow for meta-tagging of documents using barcodes.
- 6.1.8. Image Cleanup
 - 6.1.8.1. Image cleanup features should include rotation, straightening, color adjustment, transposition, zoom, aligning, page separation, annotations and despeckling.

6.2. Indexing

- 6.2.1. Once the document is captured, DI software should allow for various County divisions, like Human Resources (HR) to input information about the document being stored:
 - 6.2.1.1. Manually
 - 6.2.1.2. Automatically
 - 6.2.1.3. Examples of input are:
 - 6.2.1.3.1. PO

- 6.2.1.3.2. Vendor Number
- 6.2.1.3.3. Vendor Name
- 6.2.1.3.4. Invoice number
- 6.2.1.3.5. Amount etc.
- 6.2.1.3.6. Add caption/comment to document, picture, content etc.
- 6.2.2. DI software process should allow for batch processing of documents from different sources. Describe the process.
 - 6.2.2.1. Describe any limitation to how many automatic classifications can be assigned?
- 6.3. Store
 - 6.3.1. DI software should allow folders to be created manually or automatically based on employee/client number or some other criteria determined by the County.
 - 6.3.2. Folders access should be segmented by functional area with appropriate user and administrative rights.
 - 6.3.3. Retention
 - 6.3.3.1. On documents level, at time of creation
 - 6.3.3.2. Folder level
 - 6.3.3.3. Event type
 - 6.3.3.4. Legal hold
 - 6.3.3.5. County's retention varies per department. Vendor to describe any limitation of its software on number of years a document can be retained.
- 6.4. Searching
 - Ability to search and retrieve documents, images, content by:
 - 6.4.1. Name
 - 6.4.2. Topic
 - 6.4.3. Word
 - 6.4.4. Full text
 - 6.4.5. Number

- 6.4.6. Case number
- 6.4.7. Document retrieval – Example Contracts and Invoices
 - 6.4.7.1. Vendor invoice
 - 6.4.7.2. Vendor name
 - 6.4.7.3. Date range
 - 6.4.7.4. PO number
 - 6.4.7.5. Full text
 - 6.4.7.6. Duplicates
- 6.5. Auditing
 - 6.5.1. History on each document by
 - 6.5.1.1. Time
 - 6.5.1.2. User
 - 6.5.1.3. Notes
 - 6.5.2. Permissions based
- 6.6. Destruction of Documents and Folders
 - 6.6.1. Automatic delete
 - 6.6.1.1. Delete folder – Soft delete
 - 6.6.1.2. Hard delete – No recovery
 - 6.6.2. Certificate of destruction
 - 6.6.2.1. Advanced notification of destruction. (Some departments require Board approval to delete documents).
- 6.7. Electronic Forms and Workflow Process
 - 6.7.1. Forms
 - 6.7.1.1. DI software should allow for creating and digitizing existing forms.
 - 6.7.1.2. Example – IHSS Assessment Packet: There is one PDF with 40 forms in it. It would help by populating front page to fill out all the forms.

- 6.7.1.3. Number of forms in-use by a division/department are listed in the Technology Sizing Model.
- 6.7.2. Workflows
 - 6.7.2.1. DI software should allow for creating or duplicating of existing workflows.
 - 6.7.2.1.1. Ability to route and process from office computers, or from the field using iPads, iPhones.
 - 6.7.2.1.2. Ability to sign and approve workflows.
 - 6.7.2.1.3. DI software should be able to interface with third party digital signature software, such as DocuSign, Adobe or SignNow, as well as, any vendor internal built-in digital signatures.
- 6.8. Reporting
 - 6.8.1. Dashboards
 - 6.8.2. For each department or business unit
 - 6.8.3. For each user
 - 6.8.4. System administrators
 - 6.8.4.1. Monitor system health
 - 6.8.4.2. Usage
 - 6.8.4.3. Licenses
 - 6.8.4.4. User permissions
 - 6.8.4.5. Deleted Document Report that provides activity on any document deletion in error and restoration
 - 6.8.4.6. Automatic deletion report
 - 6.8.4.7. Deletion report with certificate of destruction
 - 6.8.4.8. Inbox Report: Shows documents that needs processing
 - 6.8.4.9. Orphan Document Report: Exception report
- 6.9. Conversion of Existing Data

Current docSTAR star system's total data storage is 9TB, of which 500GB will move to the new system from the following business units.

- 6.9.1. Adult Services
 - 6.9.1.1. APS (Adult Protective Services)
 - 6.9.1.2. IHSS (In-Home Supportive Services)
 - 6.9.1.3. IHCN (In Home Care Network)
- 6.9.2. CWS (Child Welfare Services)
- 6.9.3. HR (Human Resources)
- 6.9.4. Fiscal
- 6.10. Integration
 - 6.10.1. DSS requires integration with the following systems.
 - 6.10.2. CWS, IHSS, Case Management, Information and Payrolling System (CMIPS), HR to include System Access Request Application (SARA) and Human Capital Management (HCM).
 - 6.10.2.1. DI system must be able to connect in order to import data. The connection methods should be direct SQL connection (ODBC), flat file (e.x. CSV), and RESTful services.
 - 6.10.2.2. The import function in the DI system should provide the ability to customize what data comes in.
 - 6.10.2.2.1. DSS may be accessing a database table with dozens of fields but should have the ability to pull only the fields desired.
 - 6.10.2.2.2. Once imported, DSS can define where/how to use the fields within the system. An example would be that if a field is originally labeled 'frst_nme', DSS would be able to rename it to 'first_name' within the imaging system.
 - 6.10.3. Active Directory (The County is transitioning to MS 365 Azure)
 - 6.10.4. Email. (The County is transitioning to Office 365)
 - 6.10.4.1. Import multiple court documents for different clients. Courts email court documents in one pdf with various forms for various clients. The system needs to be able to separate the documents and file them accordingly to the desired configuration.
- 6.11. Technology Alternatives and Sizing Model
 - 6.11.1. DSS is interested in both the on-premise and Cloud software options.

6.11.2. Attachment C, tab 5 – Technology Sizing Model contains the licensing requirements.

6.11.3. Vendor shall describe any growth limitations.

6.12. System Administration

Vendor shall include standard administration tools and licensing for the DSS's staff to conduct routine adds, moves and changes regarding licensing, patching, and software updates.

6.13. Change Management Process

Vendor to include labor pricing to work with the County to document and implement a software patch, new revision, or upgrade process.

6.14. Security

6.14.1. Vendor shall include Encryption or other security measures to protect applications.

6.14.2. Vendor shall include administrative audit control package.

6.14.3. When a user is logged into the system, security access right must limit their view, for example, allow an HR user to see only HR documents and work with HR meta and imported data. They must not be able to access IHSS, CWS, or CMIPS data unless specified otherwise. The same logic applies to all users and their respective programs.

6.14.4. Vendor shall describe if services offered are in the Government Cloud. If not, what are the drawbacks of using a non-government cloud.

6.15. Compliance

6.15.1. HIPPA

Responder, as an agent of the COUNTY, shall be in compliance with all applicable Federal and State laws and regulations related to privacy and security matters including but not limited to, the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the COUNTY.

6.16. Installation Approach

6.16.1. Project Management

6.16.2. Vendor shall provide phased approach and include all necessary labor pricing. Phased approach shall be based on each business unit and the supporting applications.

6.16.3. Vendor shall provide a suggested timeline.

6.16.4. System commissioning plan. Testing and systems certifications.

6.16.5. Cutover and logistics.

6.17. Acceptance.

Acceptance shall be based on phased implementation. Phases shall be determined during the design reviews and the implementation timeline provided by the vendor.

6.17.1. Prior to testing, vendor shall:

6.17.1.1. Verify and document that all equipment, hardware, and software are upgraded to the latest factory revision. If the hardware is being provided by DSS, vendor shall work with DSS to make sure the hardware and its operating software are fully compatible with the vendor's software. Multiple revision levels among same equipment and software types are not acceptable.

6.17.1.2. Provide 2 weeks written notice to DSS that the system is ready.

6.17.2. Submit a Test Plan for review and approval by DSS.

6.17.3. Performance of all tests must be in the presence of DSS or a DSS-approved representative.

6.17.4. Both a DSS representative and the vendor shall sign the Acceptance Test Plan following successful completion of all tests. All tests in the Acceptance Test Plan shall be marked as either pass or fail.

6.17.5. Vendor shall submit all test schedules to the DSS for approval.

6.17.6. Vendor shall provide all necessary technical personnel and test equipment to conduct Acceptance Testing. All deviations, anomalies, and test failures shall be resolved at the vendor's expense.

6.17.7. DSS reserves the right to require retesting of any equipment/software that fails any test, after repair or replacement.

6.18. Training

6.18.1. Vendor shall include two weeks of onsite end user, supervisors, managers training.

6.18.2. Vendor shall include onsite Administrative training for 5 DSS staff.

6.18.2.1. Train the trainer.

6.18.2.2. Vendor to also work with team to create training modules for the different departments (HR, Fiscal, CWS, IHSS, IHCN). Any custom modules developed in conjunction with DSS will become the property of DSS.

- 6.18.3. All training to be specific and customized to meet the software and workflows being implemented in the DSS environment.

7. Support Services (Warranty and Maintenance)

7.1. Maintenance Support to include:

- 7.1.1. 5 years warranty / maintenance on all parts and labor for the proposed application and systems.
- 7.1.2. Vendor shall describe its policy of supporting end-of-life software. How long would vendor support the software, after it has stopped selling the software provided to the County?

7.2. Software Management

Vendor to include yearly pricing to provide the following services (if installed) at the vendor's recommended intervals:

- 7.2.1. Software and Patching – Vendor shall be responsible for patching, minor and major software upgrades.
- 7.2.2. Provide a process and documentation to conduct software management.

7.3. Service Level Agreement

Vendor to provide its service levels penalties for non-performance.

8. Life-Cycle Costs

Vendor to include the costs for 5-year maintenance, software assurance, any support services, estimates on major and minor upgrades and patches.

9. Examples of DI Use Cases

Following examples describe current process and uses cases for various programs.

9.1. In Home Care Network (IHCN) Current Processes:

9.1.1. Orientation

The (Administrative Office Professional) AOP receives a call from a potential provider and mails out a contract. When the contract is received, it is scanned into docSTAR and the AOP sends the potential provider an appointment letter to attend orientation along with a packet to complete and bring to the orientation appointment. The contract is scanned into docSTAR. After orientation the completed packet is scanned into docSTAR

9.1.2. Registry

A call is received by the AOP from a potential provider that wants to be placed on the registry, an application is then mailed out to them. The potential provider

calls the AOP for an interview appointment when they have completed the application. An interview is completed, and a background check is requested as well as all references being contacted. All associated paperwork is scanned and filed in docSTAR.

Desired New Process: Implement a document imaging filing system with workflows to allow for routing.

9.2. In Home Support Services (IHSS)

Current Processes

A referral is received by phone, email or fax and entered into the CMIPs system. CMIPs auto mails an application confirmation with any needed forms to be completed to the client. When a health certification is received an appointment is set up for a client assessment. The AOP then scans and files the documents into docSTAR. The social worker prints or uploads pre-populated forms from CMIPS into iTunes on their iPad to take to the assessment appointment. When the assessment is complete the social worker downloads the completed paperwork from iTunes to the IHSS AOP email inbox or brings in paper copies for the AOP to scan or import into docSTAR.

Desired New Process: Implement a document imaging filing system with workflows to allow for routing.

9.3. Child Welfare Services (CWS) / Case Management System (CMS)

CWS scans, sends/receives via email the following type of documents:

9.3.1. SSN's and Birth Certificates

9.3.2. Court Orders and Minutes

Minute Orders are received in a bulk email attachment from the Court. The attachment is printed out and separated by each child by a CWS AOP and scanned into docSTAR. The same attachments is imported by the Foster Care AOP and imported to each child's Foster Care case. Both Social Workers and EW's refer to these documents in docSTAR.

9.3.3. Court Documents

Court documents are prepared by a CWS Social Workers and emailed, or hand delivered to a CWS AOP who then scans the document into docSTAR (but does not file, it sits in the AOP inbox) and send to the court via a group email. The court stamps the documents and emails back to the AOP group email, who then imports the document into docSTAR replacing the previously scanned document. If the court stamped copy is needed by an attorney, it is uploaded to a secured website (Axway) for the Attorney to access. The scanned copy is referenced by the Social Worker, if needed.

9.3.3.1. Two court packets are created to file with the Court:

- 9.3.3.1.1. First one is for the Social Worker to print, sign and save it in the system.

9.3.3.1.2. The packet is then physically sent to the Court to counter-sign and then saved in the system.

9.3.3.1.3. CWS's preference would be to start using electronic signature on the first step and sending it to the Courts and when the courts start using electronic signatures, CWS would already have an electronic set up in place.

9.3.4. Judicial Counsel website has about 15 – 20 forms on its website that CWS uses on a regular basis by downloading and then filling out.

9.3.4.1. DSS would like these forms to be converted into the new DI system as template forms.

9.3.5. Case Documents

Social Workers complete various documents and email the prepared document to the assigned AOP, who then scans the document into docSTAR. The scanned document is referenced when needed.

Desired New Process: Implement a document imaging filing system with workflows to allow for routing.

9.4. Adult Services

Adult Services scans, sends/receive via email the following type of documents:

9.4.1. Referrals (Adult Protective Services) APS

An AOP receives a referral via the hotline, online, email or fax and it is entered into their LEAPs program. The AOP scans any reports, legal or identifying documentation into the G: drive and files it by the client's last name, first name. The referral is sent to the unit Supervisor and the Supervisor then assigns to a worker who then sees the clients within 10 days and takes any necessary action.

Desired New Process: Implement a document imaging solution that has the ability to link with data from the LEAPS program for easier filing.

Note: LEAPS is a database and has several forms.

- It is a web-based site and service.
- Currently duplicate entries is an issue.
- It meets certain requirements.

9.5. Fiscal

Fiscal does not use docSTAR currently. Documents are scanned into County financial system, Financial Information Network (FIN).

9.5.1. Accounts Payable

Current Process: Invoices are received via email in the A/P unit email inbox. Invoices received are printed out, date stamped with the “Received (date) DSS Fiscal Stamp”, scanned and then sent via email to the designated representative for approval and signature. The designated representative reviews, electronically or prints, wet signs and scans the invoice to return via email to the A/P unit email inbox. Once A/P receives the approved and signed invoice(s), along with any packing slips, the invoice is printed and again stamped with the “Received (date) DSS Fiscal” Stamp in order to accurately capture the date the approved invoice(s) were received. A/P then creates a claim in FIN for the invoice(s). Once the claim is complete in FIN: A/P scans the approved invoice with any other documentation; saves it in the shared G drive (fileshare); uploads the PDF file as a required backup attachment for processing payment; files the invoice(s) in their paper files under the vendor name. Claims are not printed nor retained. The invoice and any other documentation are retained in hard copy. The claims for monthly office building rents are printed as no invoice is received. Paper files are retained per required retention timeline rules.

For audit purposes, the paper files are retained for easy retrieval. The retrieval process in FIN can be cumbersome and time consuming for invoices and packing slips.

Desired New Process: Implement a document imaging filing system with workflows to allow for routing and approvals and include required/mandatory fields for the Expenditure Request Form (ERF), used for initial request and approval of expenditure. Additionally, have the capacity to retrieve in print or pdf sorted by vendor to send to auditors.

9.5.2. 348 Reimbursements for CWS

Current process: CWS Social Worker sends a request for reimbursement of a CWS child related purchase. The Financial Office Professional (FOP) completes the 348 form and gets the necessary approval. FOP scans completed form into docSTAR into the CWS child’s case and forwards original form to Fiscal to pay.

Desired New Process: Implement a document imaging filing system with workflows to allow for routing.

9.5.3. W536 ERF for CWS

Current process: CWS social worker sends a request to the FOP to purchase something related to a CWS child. The FOP completes the ERF and gets the necessary approval. When approval received the FOP pays for the request with the credit card. The FOP scans the ERF into docSTAR in the child’s CWS case.

Desired New Process: Implement a document imaging filing system with workflows to allow for routing

9.5.4. Respite Care

Current process: AA Foster parent emails an invoice to the FOP. The FOP gets necessary approval, scans the invoice into docSTAR and forwards to Fiscal to pay.

Desired New Process: Implement a document imaging filing system with workflows to allow for routing.

9.6. Human Resources (HR)

9.6.1. Miscellaneous Employee Documents (Folder name in the docSTAR). It has subfolder structure. Miscellaneous Employee Documents folder is for random documents coming in outside of the following sections described below, e.g. New Hire.

9.6.1.1. Current Process: Employee sends various documents to Human Resources to the DSSHR-Inbox.

9.6.1.2. The HR Tech processes the documents, import and files them into docSTAR and forwards needed documents to the SBC Personnel file sharing folder.

9.6.2. Employee Performance Reviews (EPR) & Individual Development Plans (IDP)

9.6.2.1. Current Process: Supervisors completes the EPR or IDP in HCM. The HR Tech prints the EPR or IDP and scans it into docSTAR and files it into the employees file. The HR Tech makes a pdf copy within docSTAR and imports it to the SBC file sharing folder.

9.6.2.2. This could be imported into the DI, unless it is not legible.

9.6.2.3. For EPR's & IDP's that do not reside within HCM (past due) the Supervisor will email the completed forms to the DSS HR Inbox. The HR Tech prints the document and scans into docSTAR. The HR Tech makes a pdf copy within docSTAR and imports it to the SBC file sharing folder.

9.6.3. Interns & Volunteers

Current Process: CWS/APS Supervisor emails a completed contract and other required forms to the DSS HR Inbox. The HR Tech imports the documents into docSTAR and files them.

Desired New Process: Implement a document imaging filing system with workflows to allow for routing.

End of Scope of Services.

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and {ENTER BUSINESS} with an address at {ENTER ADDRESS} (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

{ENTER REPRESENTATIVE'S NAME} at phone number {ENTER PHONE NUMBER} is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. {ENTER CONTRACTOR REPRESENTATIVE} at phone number {ENTER PHONE NUMBER} is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}
 To CONTRACTOR: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on {ENTER DATE} and end performance upon completion, but no later than {ENTER DATE} unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of

CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would

give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

In accordance with Federal Government Accounting Standards, Contractor will only seek reimbursement from County for expenses that are allowable under the provisions of the specific Federal cost principles appropriate to their entity: OMB A-21 (Educational Institutions), OMB A-87 (State, Local, or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program-specific audits, and/or pass-through entity responsibilities including identifying and monitoring subrecipients and vendors, as defined within OMB A-133. Contractor will substantiate to County annual compliance with those portions of OMB A-133 which apply to the Contractor.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

In the event that funds have been appropriated or budgeted, Contractor understands that monies paid to Contractor by County are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of County. County shall have the right to terminate this agreement in the event that such curtailment, reduction, or cancellation occurs.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

1. **For Convenience.** County may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **{ENTER CONTRACTOR}**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: Gregg Hart
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

{ENTER DEPARTMENT NAME}

CONTRACTOR:

{ENTER NAME OF CONTRACTOR}

SAMPLE

By: _____
Department Head

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

xx

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SAMPLE

EXHIBIT B

PAYMENT ARRANGEMENTS

Compensation upon Completion (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ xx.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

**Indemnification and Insurance Requirements
(For Information Technology Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to 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 effect 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.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

PROVIDER SELF-MONITORING CHECKLIST

EXHIBIT 4

Provider Self-Monitoring Checklist
FY 2015/16

County Department: _____
County Contract Manager: _____

List Agency Legal Name: _____

This certification is a communication of administrative procedures in place to ensure that funds disbursed by the County of Santa Barbara will be safeguarded. The contracted agency should answer all questions (in excel) by marking the applicable boxes and completing any applicable comments. Please return completed checklists to the contracting Santa Barbara County Department.

| I. SEGREGATION OF DUTIES | YES | NO | N/A | Comments |
|--|------------|-----------|------------|-----------------|
| 1. Someone other than the timekeeper and persons who deliver checks to employees prepares the payroll. | | | | |
| 2. The duties of record keeper are separated from any cash related functions. | | | | |
| 3. Check signing is limited to those authorized to make disbursements and whose duties exclude posting and recording of cash received. | | | | |
| 4. Personnel performing the disbursement function are excluded from purchasing, receiving, inventory, and general ledger functions. | | | | |
| 5. Mail receipts are opened and listed by someone not involved in posting, deposit preparation and deposit making. | | | | |
| 6. The person making the deposit is different from the person who prepares the deposit. | | | | |
| 7. An official who is not responsible for its preparation and is outside the payroll department approves the payroll. | | | | |

| II. POLICIES AND PROCEDURES | YES | NO | N/A | Comments |
|--|------------|-----------|------------|-----------------|
| 1. Written policies and procedures address: a. Record retention b. Travel and Entertainment c. Purchasing d. Asset acquisition, inventory, and disposal e. Cash management (payables, receivables, deposits, petty cash, reconciliations, etc.) f. Credit cards g. Subcontractors h. Bad debt write-offs i. Disaster recovery j. Personnel k. Employee loans l. Client trust funds | | | | |
| 2. In accordance with the Board of Directors, the agency has written policies and procedures that require two signatures on checks for purchases over a specified amount. Please attach a copy of this policy and procedure, signed by the Board President or Board Treasurer. Please list the specified amount applicable to this policy. | | | | |
| 3. Policies and procedures are reviewed periodically and adjusted to reflect current operations. | | | | |

| III. INSURANCE | YES | NO | N/A | Comments |
|--|------------|-----------|------------|-----------------|
| 1. The agency has comprehensive liability insurance. | | | | |
| 2. Coverages are in effect. | | | | |

| IV. CASH | YES | NO | N/A | Comments |
|---|------------|-----------|------------|-----------------|
| Cash Handling Procedures | | | | |
| 1. All revenue is deposited into one operating account on a daily basis. | | | | |
| 2. The agency maintains a cash-receipts journal. | | | | |
| 3. Revenue received that is not deposited on the same day is stored in a locked and secure location. | | | | |
| 4. The person reconciling the monthly bank statement is different than the person responsible for the check register. | | | | |
| 5. Payments received in the mail are opened and logged by someone not involved with posting or cash functions. | | | | |

PROVIDER SELF-MONITORING CHECKLIST

EXHIBIT 4

| | | | | |
|---|--|--|--|--|
| 6. Checks received in the mail are restrictively endorsed immediately upon opening the mail. | | | | |
| 7. Cash received from fund raising events is properly controlled, accounted, and reported. | | | | |
| 8. Bank reconciliations are performed monthly, reviewed, and signed by the next higher level of management. | | | | |

Petty Cash

YES NO N/A Comments

| | | | | |
|---|--|--|--|--|
| 1. A specific employee is designated, in writing, as custodian. | | | | |
| 2. Petty cash is not commingled with other funds and is used for small, emergency expenses. | | | | |
| 3. Cash fund is kept in a locked, secure location. | | | | |
| 4. Payments are made through vouchers that are completely and accurately filled out. | | | | |
| 5. Payments are supported by invoices or receipts. | | | | |
| 6. Payments are under \$50 (for small incidental purchases). | | | | |
| 7. Travel payments are not made from petty cash. | | | | |
| 8. Documents are effectively canceled (marked paid) when expense is paid. | | | | |
| 9. The size of the petty cash fund is adequate to meet emergency expenses. | | | | |

V. ACCOUNTS RECEIVABLE

YES NO N/A Comments

| | | | | |
|---|--|--|--|--|
| 1. A detailed accounts receivable aging schedule is maintained. | | | | |
| 2. The accounts receivable aging schedule is reconciled to the general ledger monthly. | | | | |
| 3. The agency has established accounts receivable write-off procedures that are properly documented in writing. | | | | |
| 4. The accounts receivable procedures are approved by the Executive Director and the Board of Directors. | | | | |

VI. ASSETS AND PROPERTY

YES NO N/A Comments

| | | | | |
|---|--|--|--|--|
| 1. An annual asset inventory is taken and recorded in writing. | | | | |
| 2. Property records are reconciled to the general ledger at least annually. | | | | |

VII. ACCOUNTS PAYABLE

Disbursements

YES NO N/A Comments

| | | | | |
|---|--|--|--|--|
| 1. The agency maintains an accounts payable ledger (checkbook) for its operating account. | | | | |
| 2. The agency has a check signing policy that requires two (2) or more signatures based on certain fiscal thresholds approved by the Board of Directors | | | | |
| 3. During the payment process, the following are verified by management: | | | | |
| a. Checks are issued in sequence. | | | | |
| b. Voids are clearly documented and accounted for. | | | | |
| c. Multiple payments made to one payee during the month are researched. | | | | |
| d. Payments are based on original invoices. | | | | |
| e. Payments are approved by appropriate levels of management. | | | | |
| f. The check amount and invoice amount agree. | | | | |
| g. Bills are timely paid. | | | | |
| h. Payments to the Executive Director are countersigned by a Board member. | | | | |
| i. For tax exempt providers, sales tax is not being paid on purchases of goods or services. | | | | |

Employee Expense Transactions

YES NO N/A Comments

| | | | | |
|--|--|--|--|--|
| 1. Expense reports/vouchers are utilized. | | | | |
| 2. All expenses are supported with original receipts. | | | | |
| 3. The business purpose of the expenses is clearly stated. | | | | |

Credit Card Transactions

YES NO N/A Comments

| | | | | |
|---|--|--|--|--|
| 1. The agency maintains a listing of who has credit cards and the corresponding credit card numbers. | | | | |
| 2. The agency performs monthly reconciliations of credit card statements. | | | | |
| 3. The agency has review procedures that are used to track and pay balances. | | | | |
| 4. The cardholder or designee is not making purchases for personal use. | | | | |
| 5. Corporate credit cards that are loaned to employees are controlled through a log indicating the date, person's name, purchase amount, and description. | | | | |

Tax Payments

YES NO N/A Comments

| | | | | |
|--|--|--|--|--|
| 1. 941's and appropriate IRS tax forms are completed and submitted timely. | | | | |
|--|--|--|--|--|

PROVIDER SELF-MONITORING CHECKLIST

EXHIBIT 4

| VIII. PERSONNEL MANAGEMENT / PAYROLL | YES | NO | N/A | Comments |
|--|-----|----|-----|----------|
| 1. All employees document their work hours through a time sheet ; the employee and a supervisor sign time records. | | | | |
| 2. Non-exempt employees receive time and a half for all hours in excess of 40 hours per week. | | | | |
| 3. Are any employees paid as independent contractors? If YES, please explain in separate attachment. | | | | |

| IX. SUBCONTRACTS / PROFESSIONAL AGREEMENTS | YES | NO | N/A | Comments |
|---|-----|----|-----|----------|
| 1. All subcontracted services are supported through written agreements and include at least: | | | | |
| a. The agreement is signed by both parties. | | | | |
| b. The subcontract agreement indicates the scope of work to be performed. | | | | |
| c. If any part of the department's contract with the agency is subcontracted, written documentation exists that indicates that the department's legal or program office reviewed and approved of the subcontract. | | | | |

| X. FINANCIAL REPORTING | YES | NO | N/A | Comments |
|---|-----|----|-----|----------|
| 1. Monthly financial statements are prepared and include at least: | | | | |
| a. An income statement by cost center. | | | | |
| b. Balance sheet. | | | | |
| c. Budget variance report. | | | | |
| 2. Supporting documentation for all journal entries made is retained. | | | | |
| 3. The agency performs a monthly closing and prepares/prints a complete set of accounting books (general ledger, accounts payable journal, accounts receivable journal, etc.) | | | | |
| 4. The agency maintains a current chart of accounts which: | | | | |
| a. Allows for cost center accounting. | | | | |
| b. Balance sheet. | | | | |
| c. Budget variance report. | | | | |
| 5. An independent audit has been performed and the report submitted to the department within 30 days of receipt of the audit report. | | | | |
| 6. The agency has an adequate record keeping system where records are kept in a central location and are neat and organized. | | | | |
| 7. Agency management submits recurring financial statements to the Board of Directors. | | | | |
| 8. The agency has an operating budget that was approved by the Board of Directors. | | | | |

| XI. LOANS TO EMPLOYEES | YES | NO | N/A | Comments |
|--|-----|----|-----|----------|
| 1. Does the agency have any loans to employees? | | | | |
| 2. Are loans being granted to officers and/or directors of the agency? | | | | |

| XII. METHOD OF PAYMENT (INVOICING) | YES | NO | N/A | Comments |
|---|-----|----|-----|----------|
| 1. Documentation supporting the number of units and dollars claimed on corresponding invoices are kept by the agency and are available for review and inspection. | | | | |

| XIII. CLIENT FUND ADMINISTRATION | YES | NO | N/A | Comments |
|--|-----|----|-----|----------|
| 1. Client funds are held in an interest bearing, imprest bank account. | | | | |
| 2. Is one bank account used to maintain all client money? | | | | |
| 3. If YES, procedures are in place to track and reconcile individual balances. | | | | |
| 4. Client accounts are reconciled monthly. | | | | |
| 5. Client deposits are made timely (within one to two days). | | | | |
| 6. Receipts for expenditures are maintained and approved by an appropriate level of management with documentation of such purchases. | | | | |
| 7. All transactions of \$15 or more are supported with receipts that are kept in the client's file. | | | | |

| DECLARATIONS - TO BE COMPLETED BY ALL PROVIDERS | | | | |
|---|--|--|--|--|
| 1. Please list any and all relationships that exist between your board of directors, your agency's principal officers, and your agency's employees. | | | | |
| 2. Please list all persons and their titles currently authorized to sign contract(s) with the Department on behalf of your agency. | | | | |
| 3. Please list the name of your Certified Public Accountant and his or her office address and telephone number. | | | | |

| | |
|--|--|
| 4. Has there been any change in structure/operations of your programs? If yes, please describe in detail. | |
| 5. Has staff turnover occurred in key positions? If yes, what are the affected positions and reasons for the turnover? | |

SIGNATURES - (Once document is completed in excel, please print and sign)

Executive Director (Signature) / (Print) _____ Date

Chief Financial Officer (Signature) / (Print) _____ Date

Board/Chairperson (Signature) / (Print) _____ Date

SAMPLE

The County of Santa Barbara Department of Social Services (DSS) is seeking proposals from qualified vendors to provide a Document Imaging System to replace its current docSTAR on premise system. The purpose of this inquiry is to pre-qualify four vendors for consideration for the subsequent acquisition process. DSS is identifying potential suppliers who would act as a prime contractor.

Consideration for Pre-Qualifications

1. Submit Proposed Package Components: Attachment A - Proposal Summary Sheet and Attachment B, as requested in the RFP.

Vendor Response:

2. Submit Financial Statements as requested in the RFP.

Vendor Response:

3. Is your company willing to perform as a prime contractor?

Vendor Response:

4. Is your company a reseller or developer of the product(s) being proposed?

Vendor Response:

5. Do you have a direct sales and service office in Santa Barbara County? If not, where is the nearest sales and service location?

Vendor Response:

6. Experience and References for Document Imaging System

Provide three (3) references in Table I where your company has provided installation and or support services for Document Imaging System in the past 48 months? If you have experience working with a California county please be sure to include this as a reference.

| Table I References | |
|--------------------------------|--|
| Reference No. 1 | |
| County or Company Name | |
| Contact Name | |
| Contact Number | |
| Contact E-mail Address | |
| Year of Implementation | |
| Type of Software Installation: | |
| Document Imaging System | |
| Forms | |
| Workflows | |
| | |

Table I References

Reference No. 2

| | |
|--------------------------------|--|
| County or Company Name | |
| Contact Name | |
| Contact Number | |
| Contact E-mail Address | |
| Year of Implementation | |
| Type of Software Installation: | |
| Document Imaging System | |
| Forms | |
| Workflows | |

Reference No. 3

| | |
|--------------------------------|--|
| County or Company Name | |
| Contact Name | |
| Contact Number | |
| Contact E-mail Address | |
| Year of Implementation | |
| Type of Software Installation: | |
| Document Imaging System | |
| Forms | |
| Workflows | |

ATTACHEMENTS

ATTACHMENTS (Must be returned as part of the proposal package in this order.)

Attachment A – Proposal Summary Sheet

Attachment B – Description of Services

Attachment C – Cost Proposal Worksheets

Attachment D – Agency Litigation Involvement

Attachment E – Disclosure Regarding Lobbying

Attachment F – Certification Regarding Lobbying

Attachment G – Certification Regarding Debarment

Attachment H – Certification Regarding a Drug-Free Work Place

Attachment I – Confidentiality Agreement

DEPARTMENT OF SOCIAL SERVICES

DOCUMENT IMAGING SYSTEM

2020-2021

County of Santa Barbara Department of Social Services

| | |
|--|---|
| Vendor: | |
| Tax ID #: | |
| Name and Title of Contact Person: (Note: From point of proposal submission, only person(s) listed on this section will be notified about status of RFP.) | |
| Address: Phone: Fax Numbers: | |
| E-mail | |
| Organization Type : | <input type="checkbox"/> Public <input type="checkbox"/> Educational Institution <input type="checkbox"/> Private for Profit <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Other |
| Amount of Funds Requested: | \$ Not Required for Statement of Qualifications |
| Is your company employing or retaining employees of the County of Santa Barbara as contractors, subcontractors, or consultants or in any other capacity? | _____yes _____ no if yes, explain |

Proposal Executive Summary:

| |
|--|
| Not Required for Statement of Qualifications |
|--|

An unsigned proposal will be rejected.

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by applicant's governing body or other authority to file this proposal. This proposal is submitted as a firm and fixed offer valid from 120 days of the submission deadline.

Signature: _____

Date: _____

Name and Title of Person Signing: _____

Name of Applicant Contractor:

Services/Goods

Describe your proposed scope of work for this project. Explain how services will be delivered.

Quality / Special Requirements

Provide information that demonstrates your agency's effectiveness in providing the type of services.

Implementation

Provide a timeline schedule and staff resumes for this project. Include start-up activities if you are not currently providing the proposed services. Include a plan for subcontracting, if applicable.

Provided as separate Excel Workbook.

Agency Name and Address:

Agency Involvement in Litigation

Check YES or NO to the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the type of program involved as well as the potential impact on this program, if funded.

- 1. Is the organization or any of its principal officers involved in litigation now or within the last two years? Yes No
- 2. Is the Executive Director involved in litigation? Yes No
- 3. Are any members of the Board of Directors unable to be bonded? Yes No
- 4. Are any key staff members unable to be bonded? Yes No
- 5. Has the Agency or Project Director ever been cited for improper management? Yes No
- 6. Has the Agency or Project Director ever had public or foundation funds withheld? Yes No
- 7. Has the Agency, if nonprofit, ever had its nonprofit status revoked or withheld? Yes No
- 8. Has the Agency, Project Director, or any Key staff member ever been involved in, or cited for, any civil rights violation? Yes No

Response Section (Use extra pages, as necessary)

Completed By:

Name and Title

DISCLOSURE REGARDING LOBBYING

ATTACHMENT E

(See reverse for public burden disclosure.)

| | | |
|--|---|---|
| <p>1. Type of Federal Action</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative Agreement</p> <p>d. Loan</p> <p>e. Loan Guarantee</p> <p>f. Loan Insurance</p> | <p>2. Status of Federal Actions</p> <p>a. Bid / Offer / Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p> | <p>3. Report Type:</p> <p>a. Initial Filing</p> <p>b. Material Change</p> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of Last Report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p>5. Prime Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p> | <p>6. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> | |
| <p>7. Federal Department / Agency:</p> | <p>8. Federal Program Name / Description:</p> <p>CFDA Number, if applicable:</p> | |
| <p>9. Federal Action Number, if known</p> | <p>10. Award Amount, if known:</p> | |
| <p>11. a. Name and Address of Lobbying Entity (if individual, last name, first named, MI)</p> | <p>b. Individual Performing Services (include address if different from No. 10a.) (last name, first name, MI)</p> | |
| <p>12. Amount of Payment (check all that apply):</p> <p>\$ _____ actual _____ planned</p> | <p>13. Form of Payment (check all that apply):</p> <p>a. <input type="checkbox"/> Cash</p> <p>b. <input type="checkbox"/> In-kind; specify: nature _____ value _____</p> | |
| <p>13. Type of Payment (check all that apply):</p> <p>a. <input type="checkbox"/> Retainer</p> <p>b. <input type="checkbox"/> One-time free</p> <p>c. <input type="checkbox"/> Commission</p> <p>d. <input type="checkbox"/> Contingent fee</p> <p>e. <input type="checkbox"/> Deferred</p> <p>f. <input type="checkbox"/> Other; specify: _____</p> | <p>14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated on No. 11:</p> | |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: Yes / No</p> | | |
| <p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1332. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p> | |

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet

Reporting Entity: _____ Page _____ of _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans

And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – “Disclosure Form to Report Lobbying” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more that \$100,000 for each such failure.

AGREEMENT NUMBER _____

CONTRACTOR/AGENCY _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing executive Order 12549, Debarment and Suspension, 29 CFR Part 9B Section 98.510 Participants Responsibilities. The regulations were published as Part VII of the May 26, 1983 Federal Register (pages 19160 – 19211).

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

COMPANY / ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code Section 8355 in manors relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations required by Government Code Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b), to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace,
 - (b) the person's or organization's policy of maintaining a drug-free workplace,
 - (c) any available counseling, rehabilitation and employee assistance programs, and
 - (d) penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c) that every employee who works on the proposed contract or grant:
 - (a) will receive a copy of the company's drug-free policy, statement, and.
 - (b) will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or GRANT RECIPIENT'S SIGNATURE

TITLE

FEDERAL I.D. NUMBER

**COUNTY OF SANTA BARBARA DEPARTMENT OF SOCIAL SERVICES
CONTRACTOR ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR _____

CONTRACTOR ACKNOWLEDGEMENT:

I understand and agree that I am an independent Contractor and that I am not an employee of the County of Santa Barbara for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Santa Barbara by virtue of my performance of work under an agreement awarded by the County of Santa Barbara. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Santa Barbara pursuant to any agreement between any person or entity and the County of Santa Barbara.

CONFIDENTIALITY AGREEMENT:

As an Independent Contractor, you may be involved with work pertaining to services provided by the County of Santa Barbara and, if so, you may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the County. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, you may also have access to proprietary information supplied by the County of Santa Barbara or by other vendors doing business with the County of Santa Barbara. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and client protected information. Consequently, you must sign this agreement as a condition of your work for the County. Please read this agreement and take due time to consider it prior to signing.

CERTIFICATION:

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to an agreement awarded by the County of Santa Barbara. I agree to forward all requests for the release of any data or client protected information received by me to the County Designated Representative.

I agree to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under an agreement awarded by the County of Santa Barbara. I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the County Designated Representative any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Designated Representative upon completion of termination of this contract.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Santa Barbara may seek all possible legal redress.

NAME: _____ DATE: _____

(Signature)

NAME: _____ (Please print)

POSITION: CONTRACTOR