The Contra Costa County Employment and Human Services Department (EHSD) is pleased to announce availability of funds for Children and Family Services (CFS) Ombudsman Services for the period from December 1, 2017 through June 30, 2018. Funding for up to $175,000 is available from a combination of federal, state, and county funds.

This RFP is a process by which the County solicits proposals of qualified bidders that may be selected to enter into a contract with the County.

Please read this entire packet carefully.

Interested parties are required to attend a MANDATORY Bidder’s Conference

9:30 a.m.
Thursday, June 22, 2017

Employment and Human Services
40 Douglas Drive
Martinez, CA. 94553
Conference Room 101-102

Attendance at this mandatory Bidder’s Conference is a requirement for submitting a proposal. The Bidder’s Conference will afford the opportunity to ask questions about the RFP and to receive technical assistance.

Final proposals will be due at 40 Douglas Drive in Martinez by 5:00 p.m. on Monday, July 17, 2017

Call the Employment and Human Services Dept. at (925) 313-1691 with any questions about this RFP.
Thank you in advance for your effort in preparing your response.
# TABLE OF CONTENTS

## APPLICATION PACKET

<table>
<thead>
<tr>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Classified Notice</td>
<td>3</td>
</tr>
<tr>
<td>RFP Timeline</td>
<td>4</td>
</tr>
<tr>
<td>Project Description</td>
<td>5</td>
</tr>
<tr>
<td>Application Instructions and Proposal Outline</td>
<td>10</td>
</tr>
<tr>
<td>Proposal Review and Selection</td>
<td>14</td>
</tr>
<tr>
<td>Evaluation Process</td>
<td>16</td>
</tr>
<tr>
<td>RFP Requirements</td>
<td>18</td>
</tr>
<tr>
<td>Attachment A – Required Attachments and Respondent Checklist</td>
<td>21</td>
</tr>
<tr>
<td>Attachment B – General Conditions</td>
<td>23</td>
</tr>
<tr>
<td>Form 1 – Proposal Cover Statement</td>
<td>32</td>
</tr>
<tr>
<td>Form 2 - Current Board of Directors</td>
<td>34</td>
</tr>
<tr>
<td>Form 3 – Bidder’s Statement of Qualifications</td>
<td>36</td>
</tr>
<tr>
<td>Form 4 – Contracts and Grants</td>
<td>39</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL #1155
CFS OMBUDSMAN SERVICES

Contra Costa County Employment and Human Services Department (EHSD) announces the issuance of Request for Proposal (RFP) #1155 making available up to $175,000.00 to provide CFS Ombudsman Services for the Children & Family Services Bureau. The purpose of the CFS Ombudsman Services is to: promote and maintain good working relationships between all involved parties. Part of this role is to help clients understand the process and their rights and responsibilities. As systemic issues are identified, the CFS Ombudsman makes formal recommendations to the CFS Director.

A Mandatory Bidder’s Conference is scheduled for June 22, 2017 at 9:30 a.m. at 40 Douglas Drive, Martinez, CA 94553. Proposals are due July 17, 2017 by 5:00 p.m., without exception. A copy of the RFP is available on our website www.ehsd.org/rfps or by calling (925) 313-1691.
1. **RFP announced:** Friday, June 9, 2017

2. **Mandatory Bidders' Conference:**
   9:30 a.m., Thursday, June 22, 2017
   40 Douglas Dr, Martinez, CA 94553
   Room 101-102

3. **Proposal submission deadline:** 5:00 p.m., Monday, July 17, 2017
   (Completed Proposals)
   Employment and Human Services Department
   Contracts and Grants Unit
   40 Douglas Drive, Martinez, CA 94553

   *No proposal will be accepted after this date and time. Postmarked, facsimiled and e-mail submissions will not be accepted.*

4. **Review and rating process:**

5. **Written notification of RFP award recommendation(s) sent to respondents by:**
   Wednesday, August 23, 2017.

6. **Appeal period:**
   **Deadline to submit appeal letters:** 5:00 p.m., Friday, September 8, 2017.

7. **Board of Supervisors approval and authorization to award contracts:**
   Tentatively September/October 2017, Board of Supervisors agenda.
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

Project Description
I. General Introduction and Background

The Contra Costa County Employment and Human Services Department (EHSD) announces Request for Proposal (RFP) #1155 regarding CFS Ombudsman Services for the Children and Family Services (CFS) Bureau.

CFS is seeking applications from qualified agencies to provide CFS Ombudsman Services. CFS provides child welfare services to Contra Costa County residents throughout offices county-wide.

The main purpose of the CFS Ombudsman is to promote and maintain good working relationships between all involved parties. Part of this role is to help clients understand the process and their rights and responsibilities. As systemic issues are identified, the CFS Ombudsman makes formal recommendations to the CFS Director.

Issues can and do arise between the various parties, including child welfare and other staff, caregivers, parents, and children. Common issues involve communication, policy, information, resources, case decisions, legal rights, payments, and many other areas.

In administering issues and complaints, the CFS Ombudsman acts as an impartial intermediary between CFS and other parties involved. The CFS Ombudsman will receive and investigate complaints as referred by the CFS Director. These may be from program applicants, recipients, other county departments, community based organizations, individual community members, elected officials and others. The CFS Ombudsman gathers information and works to resolve issues using various mediation skills.

II. Funding

EHSD will award a maximum of one, 12-month standard county contract to a selected agency for service provision for the period of December 1, 2017 through December 31, 2018. EHSD will expend up to $175,000.00 out of federal, state, and county funds in one contract with possibility of renewable based upon satisfactory performance and available funding to engage the agency for CFS Ombudsman Services during the contract period.

III. Purpose and Services (Scope of Work)

The scope of work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The following are work tasks assumed necessary to complete the projects described in this RFP. Specific tasks will include but are not limited to:
1. Act as a CFS Ombudsman to resolve issues and complaints received Contra Costa County EHSD CFS.

2. Develop a system and protocol (set of processes, procedures and forms) for managing and responding to client complaints to be reviewed and approved by CFS Director and EHSD’s Executive Team.

3. Meet with providers and clients at EHSD offices, private homes and community locations as necessary to provide information, make referrals, and conduct complaint intakes.

4. Consult with EHSD CFS Bureau management and staff to resolve issues of concern and complaints, and to ensure the proposed resolution is within legal and regulatory requirements.

5. Assist the complainant and document resolution and recommendations in a consistent format. Consistent documentation will include:
   a. Creation and use of standard complaint reporting format; Provision of copies to complainant, CFS Director and other appropriate parties; and, develop and maintain individual case files for every complaint logged.

6. Resolution can include, but is not limited to the following:
   a. Clarification of rules or policies for the client and/or staff and recommendations to the complainant regarding rules and policies.
   b. Mediation between the client and staff as appropriate.
   c. Development of agreements regarding actions by staff, client, and/or other parties.

7. Meet with the CFS Director, or designee, at least monthly initially and then at least quarterly to provide feedback regarding client service issues and to make policy recommendations.

8. Compile program data for monthly reports summarizing the volume, source, nature, and outcome of complaints handled and reporting hours of service provision.

9. Provide input on EHSD CFS Bureau trainings related to customer service, communication, conflict resolutions and other related topics.
10. Note: CFS Ombudsman does not engage in case management tasks with staff or clients. Case management specific questions will need to be redirected to a designated Case Manager, CFS Division/District Manager, or CFS Supervisor on a case by case basis at the discretion of the CFS Director.

IV. **Contract Monitoring and Evaluation**

A. EHSD will actively monitor services provided through one contract. At a minimum, contractor will be expected to:

1. Perform all services without material deviation from an agreed-upon Service Plan.

2. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms supplied by EHSD.

3. Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD, which may require active collaboration and cooperation with other agencies providing similar services.

4. Complete and submit monthly, quarterly, mid-year, and annual (year-end) summary of services provided and other information as requested from EHSD.

B. Upon contract award, EHSD will:

1. Provide information to contractors concerning additional State or County requirements not provided herein.

2. Provide technical assistance to contractors, as requested, to help meet project goals.

V. **RFP Submission Requirements (Minimum Qualifications & Proposal)**

Those interested in bidding for RFP #1155 must comply with the following guidelines:

A. The agency must meet the following *minimum qualifications* and provide:

1. Staffing education and work experience - Masters of Social Work, Psychology, or a related degree, with at least two years relevant work experience in the social work/child welfare field and/or Bachelors of Social Work, Psychology or related degree, with at least four years relevant work experience in the social work/child welfare field, ombudsman services, and/or human resources.
2. Staffing with demonstrated knowledge of the issues facing children and families involved in the Contra Costa’s public sector EHSD programs and the services available to those clients.

3. Staffing with demonstrated knowledge of diverse backgrounds, cultural sensitivity, and other impacts/stresses for individuals using CFS services.

4. Staffing with demonstrated knowledge of public benefits programs and populations served.

5. Staffing with strong decision making skills and good judgment/problem solving abilities.

6. Staffing with experience in compiling data and writing reports summarizing work performed.

7. Staffing with strong written and excellent oral communication skills.

8. Staffing with experience with formal mediation, negotiation, advocacy or similar skills.

9. Staffing with ability to work well under challenging situations, which may or may not involve clients with mental health issues.

10. Staffing with ability to pass a Live Scan background clearance, and provide County with letters certifying completion, no criminal history records exist.

11. Agency must provide general liability insurance and vehicle insurance.

12. Agency staff must complete Mandated Reporter Trainer requirements within first week of employment if awarded service plan contract.

13. NOTE: Any response that does not demonstrate that the respondent meets these minimum requirements by the deadline for submittal of Qualifications will be considered non-responsive and will not be eligible for award of the contract.
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

Application Instructions and Proposal Outline
I. Application Instructions

A. Responses must be submitted in a complete proposal package containing all required supporting information and documents. All elements identified in Respondent’s Checklist, Attachment A, page 22 must be included in the packet.

B. Each bidder must submit one (1) original proposal and ten (10) complete copies, with attachments included not part of the 10 page proposal.

C. All narrative materials should be single spaced on 8 ½” x 11” paper with one (1) inch margins, 12-point font size. Use one side of page only. Proposals should not exceed 10 pages, excluding Proposal Cover Statement, table of contents, budget, and required attachments.

D. Forms 1-4 (attached to this RFP) are to be fully completed and attached in the order indicated on the Respondent's Checklist, Attachment A.

E. Pages must be stapled or clipped together, numbered consecutively with each section identified with the appropriate Roman numeral.

F. Do not use folders or binders.

G. All information in the proposal package must be submitted in the form and sequence set forth in Attachment A (this listing shall comprise the Proposal Table of Contents).
II. Proposal Outline

A. Proposal Cover Statement:

The Proposal Cover Statement (see Form # 1, p. 34) with original signatures, in blue ink, of the Board of Director’s and Executive Director attached to the original proposal and must precede the narrative. Copies of the form must also serve as the Proposal Cover Statement for the remaining ten (10) proposal copies.

B. Table of Contents:

Include a Table of Contents using Attachment A as a guide (page 2).

C. Program Proposal Narrative: (10 pages)

Describe interest in the CFS ombudsman position and relevant experience and abilities.

1. Why is your agency applying for this opportunity?

2. Describe your agency’s minimum qualifications related to education and work experience - summary of skills, resources, and experience relevant to the CFS ombudsman position. Include information addressing work similar to this project, any related completed projects, and training.

3. Describe your agency’s cultural sensitivity and ability to work well with diverse populations.

4. Describe your agency’s major steps, tasks, number of hours, and timeline in the delivery of CFS ombudsman services.

5. Describe your agency’s development of a system and protocol including a set of processes, procedures, and forms for managing and responding to client complaints to be reviewed and approved the CFS Director and possibly EHSD’s Executive Team.

6. Describe your agency’s experience compiling and writing data reports.

7. Describe your agency experience with formal mediation, negotiation, advocacy or similar skills.

8. Describe your agency’s ability in handling challenging situations (i.e.
difficult/rude people, mental/physical handicap disabilities, etc.)

9. Attach three (3) letters of verifiable business references. Name, business, phone, and email address required. References must be professional with 1 personal allowed.

D. Fiscal Narrative (Budget & Fiscal Management Information):

1. **Budget** Submit a detailed program budget and a budget narrative encompassing all of the anticipated costs of providing services under this RFP, including, but not limited to, administration, personnel and operations.

2. **Fiscal Management**

   a. Provide a brief description of your agency’s accounting system and internal controls. Include the following as appropriate:

      1) Overall system (accrual, double entry, automated, or manual);

      2) Timekeeping system;

      3) Inventory system;

      4) Payroll system;

      5) Cost allocation and methodology; and

      6) Ledger distribution for receivables, payables, expenses, disbursements, and petty cash.

   b. Describe how the fiscal system is administered and by whom. Include the responsibilities of the Board of Directors, Executive Director, and staff in fiscal management. Describe the experience and qualification of fiscal staff.

   c. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies.
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

Proposal Review and Selection
PROPOSAL REVIEW AND SELECTION

All proposals submitted in compliance with the RFP requirements will be eligible for review and selection. Proposals will be evaluated in two distinct areas:

A. Service proposal and bidder’s implementation capability.

B. Fiscal proposal and bidder’s fiscal management capability.

Selection Methodology

A. Only those proposals from respondents who attended the Mandatory Bidder’s Conference will be evaluated.

B. EHSD Contracts and Grants Unit staff will review each proposal's adherence to RFP specifications which may include:

- Proposal Cover Statement
- Proposal Narrative
- Agency Information (including required attachments)
- Budget & Fiscal management information
- Other fiscal information (includes audit within last 18 months)

All proposals deemed responsive and will be referred to EHSD Fiscal for review and evaluation. EHSD Fiscal will evaluate the financial documents and assign a score to the evaluation. Only those proposals receiving a score of 70% or more will be referred to the RFP Program Evaluation Panel.

1. The Program Evaluation Panel may be comprised of Employment and Human Services Department staff, community-based organizations staff, private for-profit corporation staff and/or public sector representatives. Members of the Program Evaluation Panel will be required to sign an impartiality statement.

C. EHSD Program Evaluation Panel will review all qualified proposals and evaluate and score all service elements utilizing the evaluation criteria outlined on page 17.

1. EHSD will make recommendations for contract awards to the Board of Supervisors based on a combined average scoring.
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

Evaluation Process
Selection Criteria & Program Evaluation Scoring

The submission packages will be evaluated by Departmental staff to identify the most qualified respondent(s). If more than one respondent is deemed to be highly qualified, the Department may require oral interviews and/or supplemental information from those respondents before making a final selection decision.

Negotiations will begin upon identification of the most qualified respondent(s). If a satisfactory contract cannot be negotiated in a reasonable time frame, EHSD, in its sole discretion, may terminate negotiations with the respondent(s) and begin contract negotiations with another qualified respondent(s).

Evaluation criteria is based upon the following points:

- Proposal Narrative (includes staffing qualifications and experience) 0-40
- Agency Knowledge: child welfare knowledge, diverse populations, etc. 0-20
- Fiscal Narrative (includes budget information and fiscal management) 0-35
- Three Business References 0-5

Total Possible Pts: 100
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

RFP Requirements
A. **Bidder Requirements:** Qualified agencies to provide CFS Ombudsman Services are eligible to submit proposals. Agencies or organizations must be able to provide services identified in this RFP in accordance with appropriate regulations.

B. A **mandatory Bidder’s Conference** for interested parties will be held on June 22, 2017 at 9:30 a.m. at EHSD, 40 Douglas Drive, Room 101, Martinez, CA 94553. Only those attending the Bidder’s Conference may submit a proposal.

C. All bidders must submit one (1) original proposal and ten (10) complete copies, with attachments included. Proposals can be mailed or hand-carried to EHSD, 40 Douglas Drive, Martinez, CA 94553. Each submission must be marked on the outside with the agency’s name and RFP Number 1155. Deadline for submission is **no later than 5:00 p.m. July 17, 2017.** Proposals received after the deadline will not be accepted. Faxed submissions, email submissions, and postmarks are not acceptable.

D. One copy of a current financial audit or audited financial statement must be included with the original copy of the proposal. The audit must have been completed within 18-months of proposal submission. EHSD Fiscal Department staff will review and evaluate the financial documents and assign an evaluation score. The proposal must receive a score of 70% or more to be eligible to move to the proposal review committee.

E. A proposal may be withdrawn in person by the Bidder’s authorized representative prior to 9:30 a.m. July 17, 2017. Should a proposal be withdrawn, the Bidder’s authorized representative must present a valid driver’s license or state issued identification card and sign a receipt attesting to receipt of the withdrawn proposal.

F. Proposals and required attachments will be submitted in compliance with the RFP requirements and must be signed by the authorized officials.

G. All costs incurred in the preparation of the proposal are the responsibility of the bidder and will not be reimbursed by the County.

H. County reserves the right to reject any proposal and negotiate any terms as best serves the County. All proposals become the property of the County, without obligation to the bidder.

I. The RFP process may be cancelled at any time without written notice.

J. Proposals will be reviewed and evaluated based on the agency’s service proposal, bidder’s implementation capability and the agency’s fiscal proposal and fiscal management capability.

K. EHSD Fiscal staff and Program Evaluation Panel will evaluate and score all service and fiscal elements and make recommendations to the Contra Costa County Board of Supervisors. Bidders will be notified in writing of the recommendations by August 23,
2017. Upon Board approval and contract negotiations, the successful bidder(s) will be awarded a contract.

L. Only bidders submitting a proposal in accordance with RFP 1155 may appeal the RFP process. Appeals must be submitted in writing. The appeal request must clearly state the area(s) of contention, how the organization was damaged, and actions sought. Appeals must be addressed to the Employment and Human Services Department, Attention: EHSD Director, 40 Douglas Drive, Martinez, CA 94553, and must be received no later than 5:00 p.m. Friday, September 8, 2017. Notification of a final decision on the appeal shall be made in writing to the bidder.
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

Attachment A

Required Attachments and Respondent Checklist
Attachment A

REQUIRED ATTACHMENTS & RESPONDENT CHECKLIST

Each respondent must submit a proposal in the following order with documents as described (unless otherwise noted). Duplicate enclosed forms as necessary.

☐ A. Proposal Cover Statement (Form #1) completed and signed by Agency Executive Director and President of Agency Board of Directors. (Form #1 with original signatures, in blue ink, must accompany original proposal.)

☐ B. Table of Contents

☐ C. Program Proposal Narrative

☐ D. Budget and fiscal information narrative.

☐ E. Fiscal Attachments

  a. 1 copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy only.
  b. 1 copy of bidder's last audit or audited financial statement, attached to original proposal copy only.
  c. Financial audit or audited financial statement for the project conducted by an outside accountant
  d. Review opinion letter written by a certified public accountant and copies of financial statements,
  e. Compilation letter written by a certified public accountant and copies of financial statements

☐ F. Business References

☐ G. List of Agency Board of Directors (Form #2)

☐ H. Bidder's Statement of Qualifications (Form #3), completed and signed by Agency Executive Director and President of Agency Board of Directors. (Form #3 with original signatures, in blue ink, must accompany original proposal.)

☐ I. Bidder’s Contracts and Grants (Form #4), completed and signed by the Agency Executive Director and the President of the Board of Directors. (Form #4 with original signatures, in blue ink, must accompany original proposal.)
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

Attachment B

General Conditions
General Conditions

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(l) of the Social Security Act, and any regulations promulgated there under, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges thereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.
4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

5. **Termination and Cancellation.**

   a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

   a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than $100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or
amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction.**
   
a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefore, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor.

   Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of Jaw or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services
specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. Confidentiality. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. Indemnification. Contractor will defend, indemnify, save, and hold harmless County and its officers
and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

   a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

   b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

   c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current
certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or
Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

   a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

   b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

   c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

   d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the
estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

FORM 1

Proposal Cover Statement
FORM #1
PROPOSAL COVER STATEMENT
CFS OMBUDSMAN SERVICES RFP #1155

Applicant Organization___________________________________ Business Address__________________________________________________________
Phone_______________ email:_______________ Year Organization Founded_______
Contact Person & Title________________________________________
501(c)3 ___ yes Exemption Expiration Date
____ no Other (explain):________________________________________
Federal Employer Number:
List Collaborative Partners, if applicable:
________________________________________________________________________________________________________________________________________________________________________________________

We submit the attached proposal and attachments in response to Contra Costa County’s Request for Proposals #1155 dated __________ and declare that:

If the Board of Supervisors of Contra Costa County accepts this proposal, we will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.

Authorized representatives: (two signatures required)

Name: _______________________________ Date: ___________
Signature: _______________________________

Executive Director

Name: _______________________________

Signature: _______________________________

Date: ___________

Board President

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.
REQUEST FOR PROPOSAL #1155
CFS OMBUDSMAN SERVICES
FORM 2
Current Board of Directors
1. Number of Board members required by agency's bylaws: _____

2. Number of members on current Board: __________

3. When and how often does the Board meet: __________________

4. List current Board members below (or attach Board List in this format):

<table>
<thead>
<tr>
<th>Name of Member</th>
<th>City of Residence</th>
<th>Occupation/Affiliation</th>
<th>Board Position</th>
</tr>
</thead>
</table>

5. Describe key roles and responsibilities of the Board:
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

FORM 3

Bidder’s Statement of Qualifications
FORM #3
BIDDER'S STATEMENT OF QUALIFICATIONS
RFP #1155

1. List any licenses or certifications held by the agency, with expiration dates.

2. (a) Who administers your agency's fiscal system?

Name: ________________________________

Phone: ______________________________

Title: ________________________________

Work Schedule: _______________________

(b) What CPA firm maintains or reviews the agency's financial records and annual audit, if applicable?

Name: ________________________________

Phone: ______________________________ Address: _______________

3. Number of years bidder operated under the present business name. ____
List related prior business names, if any and timeframe for each.

4. Number of years bidder has provided the services described in this proposal or related services: ____

5. Has bidder failed or refused to complete any contract? ☐ Yes ☐ No

If yes, briefly explain:

6. Is there any past, present, or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? ☐ Yes ☐ No

If yes, briefly explain.
7. Does bidder have a controlling interest in any other firm(s)? □ Yes □ No

If yes, please list below.

8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP?

□ Yes □ No

If yes, specify below.

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

_____________________________________________________  ______________
Name and Title
(Executive Director)

____________________  ___________________________________  ______________
Name and Title
(Board President)

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.
REQUEST FOR PROPOSAL #1155

CFS OMBUDSMAN SERVICES

FORM 4

Contracts and Grants
1. List current contracts and subcontracts including government contracts and/or grants:

<table>
<thead>
<tr>
<th>Contact Name/Phone # of Contractor/Grantor</th>
<th>Services Provided</th>
<th>Contract Under Contract</th>
<th>Dates</th>
</tr>
</thead>
</table>

2. List key contracts/grants completed in the last five years, including government contracts/grants:

3. Bidder agrees to allow County to contact contractors for information relative to bidder's performance. **Sign below.**

   Name and Title
   (Executive Director)
   ____________________________  ____________________________
   ____________________________  ____________________________
   Name and Title
   (Board President)

**Note:** When more than one agency will collaborate in providing services(s), each agency involved must complete this form.