



CONTRA COSTA COUNTY

Kinship Support Services Program REQUEST FOR PROPOSALS (RFP) 1175

The Contra Costa County Employment and Human Services Department (EHSD) Children and Family Services (CFS) Bureau is pleased to announce Request for Proposal (RFP) 1175 for the Kinship Support Services Program. CFS is seeking qualified community-based, non-profit organizations to deliver relative caregiver support services Countywide. These services are necessary to support caregivers in successfully raising their kin and preventing the removal of children from an extended family when the biological parents are unable to provide care.

Program funding is for the period of July 1, 2021 through June 30, 2022. The funding is estimated for up to \$820,218. Funding may include county and state funds. The County has the ability to award the successful Bidder(s) a 12-month contract with the possibility of contract renewal and/or contract extension based upon satisfactory performance and available funding.

Please read this entire packet carefully.

**Interested parties are invited to attend the
Recommended Bidders' Conference Webinar
Scheduled for
Thursday, January 14, 2021
Time: 10:00am - Noon**

Attendance at the Bidders' Conference is not required for a proposal to be considered. Bidders' Conference attendance is virtual via the EHSD RFP 1175 Kinship Support Services Program Webinar. Agencies interested in attending the Bidders' Conference Webinar may RSVP to contractbid@ehsd.cccounty.us.

Final proposal submission will be due
by 5:00 p.m. on Friday, January 29, 2021

Call the Employment and Human Services Department, Contracts Unit
at (925) 608-4969 with any questions about the process for this RFP.

Thank you in advance for your effort in preparing your response.



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SECTION 1: LEGAL NOTICE

**REQUEST FOR PROPOSAL 1175
CHILDREN AND FAMILY SERVICES BUREAU
KINSHIP SUPPORT SERVICES PROGRAM (KSSP)**

The Contra Costa County Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau, announces the issuance of Request for Proposals (RFP) 1175, making available up to \$820,218 for qualified community-based, non-profit organizations to deliver relative caregiver support services Countywide. These services are necessary to support caregivers in successfully raising their kin and preventing the removal of children from an extended family when the biological parents are unable to provide care. Program funding is for the period July 1, 2021 through June 30, 2022 and is a maximum of \$820,218. The County has the ability to award the successful Bidder(s) a 12-month contract with the possibility of contract renewal and/or contract extension based upon satisfactory performance and available funding.

A Recommended Bidders' Conference Webinar is scheduled for Thursday, January 14, 2021, from 10:00 a.m. to 12:00 p.m. Attendance at the Bidders' Conference Webinar is not required for a proposal to be considered. See the full RFP 1175 for Webinar registration instructions.

Bidders' Proposals are due by 5:00 p.m., Friday, January 29, 2021, without exception. For complete RFP details and submission requirements, a copy of the RFP is available on the EHSD website: www.ehsd.org/rfps or by calling (925) 608-4969.



SECTION 2: RFP 1175 TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published & Announced	Thursday, December 31, 2020 - Saturday, January 1, 2021
Recommended Bidders' Conference Webinar 40 Douglas Drive, Room 208 Martinez, CA	Thursday, January 14, 2021 10:00 am-Noon
Response to RFP Due	Friday, January 29, 2021
EHSD Compliance Evaluation	February 1, 2021 – February 3, 2021
EHSD Fiscal Evaluation	February 4, 2021 – February 18, 2021
CFS Panel Review and Evaluation	February 19, 2021 – March 5, 2021
Award Letter Sent	Tuesday, March 9, 2021
Appeal Period (10 business days)	March 10, 2021 – March 23, 2021
Contract Processing	March – April 2021
Board of Supervisors' Authorization	May 2021
Contract Start Date	Thursday, July 1, 2021

All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only): EHSD Contracts Unit
 Contact Phone: (925) 608-4969 Contact Fax: (925) 313-1517
 Contact Email: contractbid@ehsd.cccounty.us
 Bidders Conference Webinar: Thursday, January 14, 2021, 10:00 am – 12:00 pm

To attend Bidders' Conference via RFP 1175 Kinship Support Services Program Webinar:

Please register for EHSD RFP 1175 Bidders' Conference at the following website address: <https://attendee.gotowebinar.com/register/4617848093407783693>



**Costa County
Children and Family Services**

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KINSHIP SUPPORT SERVICES PROGRAM**

After registering, you will receive a confirmation email containing information about joining the webinar.

Please have a copy of the RFP with you when joining the Webinar.

All attendees will be in listen mode only.

You can register at any time. On the registration approval, you can test your system in advance. You will need a sound enabled PC to hear the discussion. All questions will be entered via the keyboard.

If you have problems logging in, please contact the support page at www.gotowebinar.com.

If you have not used a GoToMeeting or GoToWebinar before, access a 4-1/2 minute YouTube video that can help guide you.

<https://www.youtube.com/watch?v=IQ3Xwwgbd8Y&t=5s>

Remember to use your computer audio for access during the webinar.



SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this Request for Proposal (RFP) is to identify and fund no more than two qualified community based, non-profit organizations that have an interest in delivering Kinship Support Services for relative caregivers Countywide.

The mission of Contra Costa County Employment and Human Services Department, Children and Family Services (CFS) is to promote the well-being and safety of children, families, and communities. As such, CFS recognizes the value of supporting children and youth residing in kinship care as a community-based alternative to out-of-home placement. CFS also understands the importance of providing support to kinship families to better enable relative caregivers to maintain a caring and supportive environment for the children and youth in their care.

The California Department of Social Services (CDSS) appropriated funds to conduct a Kinship Support Services Program (KSSP), as authorized by Assembly Bill (AB) 1193 (Chapter 794, Statutes of 1997) and set forth in Welfare and Institutions Code (W&I) section 16605. This program provides funds for the start-up and expansion of statewide KSSP services. These programs provide community-based family support services to relatives caring for juvenile court-dependent children placed in their homes, as well as for those who are at risk of dependency or delinquency. Additionally, these programs will provide post-permanency services to relative caregivers who have become the legal guardian or adoptive parent of formerly dependent children.

The successful respondents are expected to have demonstrated expertise in providing Kinship Support services to families raising their kin and to help ensure Contra Costa County relative caregivers have necessary supports and services to assist in stabilizing care and preventing the removal of children from extended family when the biological parents are unable to care for them. Further, the respondents are expected to demonstrate knowledge about all types of kinship services and offer programs that are culturally sensitive/responsive when working with families and youth from diverse populations.

3.2 Qualified Bidders

Eligible Bidders are non-profit agencies which on their own, or in formalized partnership with other non-profit organizations, have adequate controls and personnel to provide comprehensive Kinship Support Services as defined in Section 4. Qualified bidders must demonstrate:

- A capacity for collaboration and interagency coordination.



- Attest to their qualifications on Form #2, Statement of Qualifications (see Section 9. REQUIRED FORMS).
- A viable plan for ongoing financial support of the local kinship support services program that demonstrates decreased reliance on state funds.
- Utilization of relative caregivers as employees of the program.

3.3 Estimated Funding

EHSD will award one (1) twelve month standard contract per selected agency, with no more than two (2) selected agency(ies) awarded. The total award will not exceed \$820,218 to fund the KSSP services and support countywide. The initial contract period is from July 1, 2021 through June 30, 2022. Funding consists of State 2011 Realignment funds. The Contra Costa County Employment and Human Services Department (EHSD) will administer these funds.

Contract(s) resulting from this RFP may potentially be renewable for Fiscal Year (FY) 2022/2023 at the discretion of EHSD.

Funding levels are dependent upon California State Legislation and the approval of the County's application for funds.

3.4 Bidders' Conference

A recommended Bidders' Conference for prospective bidders will be held on Thursday, January 14, 2021, from 10:00 a.m. to 12:00 p.m. Bidders' Conference attendance is virtual via the EHSD RFP 1175 Kinship Support Services Program Webinar.

The purpose of the Bidders' Conference is to clarify the contents of this RFP and the RFP process. Such clarifications may aid potential bidders in deciding whether to submit proposals. It is not intended to provide technical assistance to individual bidders on how to prepare their proposal responses. **Interested bidders are requested to RSVP via email to contractbid@ehsd.cccounty.us.**

Questions formulated prior to the Bidders' Conference can be submitted to contractbid@ehsd.cccounty.us and if possible will be answered at the Bidders' Conference. All questions submitted prior to and at the Bidders' Conference will be provided via email with corresponding answers to all attendees. **No programmatic questions will be responded to after the close of the Bidders' Conference.** After the close of the Bidders' Conference, all questions regarding the RFP process should be sent to contractbid@ehsd.cccounty.us.



3.5 Ex Parte Communication

EHSD will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP bidders from contacting members of the Children and Family Services (CFS) Bureau to provide information regarding this RFP to any Bidder.

3.6 Right to Amend or Cancel

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the best interest of EHSD.

3.7 Restriction and Disclosure

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.



SECTION 4: PROGRAM DESCRIPTION

4.1 General

The mission of Contra Costa County EHS, CFS is to promote the well-being and safety of children, youth, families, and communities. As such, CFS recognizes the value of providing children and youth life-long, meaningful connections with family, non-related family members, and providing permanency for children and youth to reside in a safe and nurturing home.

4.2 Purpose and Scope of Work

In October 2020, there were 792 children, 18 years of age and younger, with an open child welfare case in Contra Costa County. Of those children, 120 (15%), were placed with a relative. The Kinship Support Services Program (KSSP) is a program designed to support, strengthen, enhance, and assist the caregivers responsible for raising a relative's child, while nurturing the child in their care and preventing out-of-home placement. The goal of this program is to offer services countywide to deliver support to families in order to ensure the stability and safety of the children in their care, thereby promoting permanency and positive outcomes for the children in placement with relative caregivers.

The target population of this program is:

- **Relative caregivers and the children/youth who are placed in their homes by the juvenile court.**
- **Relative caregivers and the children/youth living with them who are at risk of dependency or delinquency.**
- **Relative caregivers who are the legal guardian or adoptive parent of formerly dependent children/youth.**
- **Relative caregivers with children/youth in voluntary placements.**

The successful agency will be expected to work closely with CFS Staff in order to deliver services identified under this RFP.

Service Priorities

CFS is seeking local or regional bidders to deliver countywide kinship care services for eligible individuals. Funds through KSSP will target the following outcomes:

- **Promote retention of children living with caregiver relatives.**
- **Promote permanent placement with caregiver relatives when returning to parents is not a feasible permanency plan.**
- **Provide the majority of services to dependent children in relative placements.**



Services delivered as part of the KSSP to the identified target population may include, but is not limited to:

1. Case Management - Case management support to kinship families is beneficial in establishing trusting relationships and identifying family strengths, needs and goals. This could involve sequencing services to obtain maximum benefit and efficiency, so the child and relative caregivers are not overwhelmed by multiple appointments and can avoid redundant services.

2. Support Groups for Caregivers - Proposed programs should include support groups that:

Create a safe and supportive environment in which to discuss experiences:

- Provide respite from the cares and worries of day-to-day problems;
- Educate and inform, especially parent education in dealing with the child's biological parents and positive parenting techniques;
- Develop methods and skills for solving problems and trauma-informed discipline;
- Encourage personal growth and development.

3. Support Groups for Children/Youth - Proposed programs should include support groups that facilitate discussions to support safety, permanency and well-being of youth and achieve goals identified by youth through case management.

4. Support Activities for Children - Events and opportunities arise for children in all households that may require financial resources for the child to be able to participate. School trips, participation in clubs, participation in sports, day camps, and residential summer camps are examples of activities that may be invaluable in relation to the healthy physical and emotional development of any child.

5. Kin Caregiver Partner Program – Agencies must provide the ability to recruit, assist in the training of, and supervise Kinship Caregiver Partners (Partners).

These Partners will have first-hand experience with the Child Welfare system and help caregiver relatives who are in the Resource Family Approval (RFA) process, participate in Child and Family Team meetings, conduct outreach to identify issues and concerns, and assist with developing solutions. Partners should be connected to community resources and be directly involved with local kinship centers.

6. Respite Assistance - For children being cared for by their relatives outside of foster care, the form that respite could take under this RFP is limited by the requirement that the bidder provide sufficient detail to demonstrate the service will be responsibly administered:

- The respite settings will be safe and healthy for the children receiving care;
- They meet all applicable statutory and regulatory requirements; including
- The requirement that the service be short-term and non-recurring.



7. Family Meetings - The purpose of the family meeting is to increase participation of families, including extended family members, in planning and taking responsibility for the well-being of their kin. The goal is to support and guide families—including extended family members—in providing their own resolutions to child welfare concerns by using their strengths, resources, culture, and relationships.

8. Non-Recurring Material Support – Such needs may include a bed or other specific non-recurring items. While providing for material needs alone will not be considered a program under this RFP, meeting these needs may be included as part of a larger program. Services provided as non-recurring material support may not include the direct provision of funds to eligible program participants.

9. Outreach - RFP funds can be used to provide targeted outreach to eligible, unserved caregiver relatives. The outreach effort must be strategically designed to reach relative caregivers who, without support, are at significant risk of being unable to continue to adequately meet the needs of the children in their homes. Programs presently serving appropriate target populations may wish to expand into previously un-served areas.

10. Additional Services - In addition to the specific service priorities listed above, program proposals should emphasize the organization's capacity to provide the following:

- Assessment of the need for KSSP services and ongoing service management. When applicable, make best efforts to move children out of foster care and into Kin-GAP, or adoption, placement stability, and preventing children from entering foster care.
- Information and referral services aimed at maintaining the kinship family unit (for example: housing, navigating multiple disciplinary systems, legal services, day care, and developing alternative plans of care if and when they are no longer able to care for the child).
- Provide ongoing family needs assessments, home visits, and supportive services to Kinship participants.
- Services at each of the Regional Kinship Centers focused on children/youth transition to adulthood coordinated by the agency's Independent Living Skills staff.
- Tutoring and mentoring for children/youth.
- A resource library at the 3 Kinship Centers which will offer written, audio, and visual materials and service information provided by Contractors and subcontractors, public agencies, and other community-based organizations. Coordination with Area Agency on Aging to share resources, referrals, and programmatic improvements.
- Services that are coordinated with programs funded through Children and Family Services.



- Strength-based, family focused services that enhance individual and community growth, and development and work to directly reduce violence in the community.
- Culturally responsive services that meet the specific needs of diverse populations and are delivered in the primary languages of families in the community, such as Spanish and Southeast Asian languages.

Additional Program Requirements

Kinship Center Requirements

It is expected that KSSP services be provided in all three geographical regions of the county (East, West, and Central). Each region requires a Kinship center and **must have sufficient space and a welcoming environment** to deliver proposed services (e.g., support groups, activities, tutoring, counseling, etc.) and be located in an area that is safe and easily accessible to the population to be served.

Proposals **are required to** meet the following criteria when determining the centers that will be/is used for the KSSP:

- Compliance with Americans with Disabilities Act (ADA) requirements.
- Access to public transportation and adequate parking.
- Location offers security and safety to families/youth.
- Visible identification or signage that indicates center offers KSSP services.
- Indoor space for small and large group activities such as for conferences and trainings.
- Outdoor space (preferably fenced) or access to a park/play area.
- Welcoming reception area for family/child/teen.
- Space for storing clothes and a food pantry.
- Space for a resource library.
- Kitchen space.

4.3 Minimum Qualifications

Agency:

1. Agency will provide sufficient, experienced, qualified, licensed and trained staff to deliver required services identified within this RFP.
2. Successful agency will have a culturally competent staff that are extremely knowledgeable of County Welfare requirements and community resources.
3. Extensive experience providing kinship support services in cooperation with a child welfare agency.
4. Knowledge of child welfare and regulations such as the Welfare and Institutional Codes (W&I).
5. Knowledge of applicable laws relevant to safety, permanency and well-being of children.
6. Possesses strong collaboration skills and is able to collaborate with internal and external partners.



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7. Demonstrates cultural sensitivity when working with families and youth from diverse populations and provides relevant interventions to address the needs of participants from varying backgrounds, including but not limited to ethnicity, culture, religion and sexual orientation, gender identification and expression (SOGIE).
8. Ensures Staff are trained in and utilize trauma-informed techniques when working with youth and families.
9. Experience working with families in a social work context, ability to establish rapport and build a positive relationship, thorough knowledge of family dynamics and child development, and utilizes community resources applicable to case referral needs.
10. The selected agency will make every effort to employ direct service staff who are bilingual and available to provide services to a variety of monolingual families, including, but not limited to, Spanish, Chinese and other Asian and European languages as needed.
11. The selected agency will ensure all employed staff working on this program have Department of Justice, LiveScan and Child Abuse Index Clearance.
12. The selected agency will provide or partner with other qualified community partners to deliver Annual Mandated Reporter Trainings to staff.

Staffing:

The successful bidder(s) are expected to employ staff that can support and deliver the following roles for the KSSP:

- Management and Coordination of the KSSP Program
- Case Management for kinship caregivers/youth
- Kinship Mentor
- Kinship Caregiver Partner
- Support Staff to assist with implementation and delivery of the program

In addition, employees supporting this program are expected to have:

1. Qualifications, experience and licensing necessary to support the deliverables of this program.
2. Higher Education in Social Welfare, Counseling, Psychology or closely related field expected.
3. Extensive experience required in Child Welfare, working with caregivers and youth, and family engagement activities.
4. Experience required in counseling, coaching and behavioral support services.
5. Experience working with youth from diverse populations, including but not limited to ethnicity, religious backgrounds and sexual orientation, gender identity expression. (SOGIE).
6. Bilingual language capability, including but not limited to, Spanish, Chinese and other languages as needed.
7. CPR Training and Certification for all age groups.
8. Health Screenings.
9. Department of Justice, LiveScan and Child Abuse Index Clearance.



10. Understanding that all Staff are Mandated Reporters. Any information indicating suspected child abuse or neglect, disclosed by children or youth must be reported to the CFS Social Worker or to the CFS Screening Hotline.

4.4 Program Monitoring and Evaluation

EHSD will actively monitor services provided by agency(ies) awarded the contract through this RFP. At a minimum, for program monitoring and evaluation, the agency(ies) 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. Utilize a web-based database and data reporting tools (minimum Excel format), to input case management activities and other program related tasks and deliverables.
5. Program monitoring by agency and county will include a collaborative review of client eligibility and progress, as well as a review of documentation reflecting progress toward meeting services and outcome objectives.
6. Fiscal monitoring may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.
7. Attend all mandatory meetings, trainings, etc.
8. Complete and submit a mid-year report summary of services provided, year-end report summary, case log reports, and other information as requested from EHSD.
9. Provide data for youth and family demographics served under the agreement, such as number of youth served, number of relatives identified, number of resource family approval assessments, number started, number completed, number approved, etc.

Documentation/Record Keeping:

1. Gather statistical data for measuring progress on performance outcomes and goals and communicate to CFS.
2. Organize document case plans, case files, etc. and ability to share information with CFS when requested, using the CFS approved method of information sharing.
3. Submit monthly billings to the county with monthly statistical reports tying back services provided and families served, as well as provide a bi-annual and annual narrative reports, in accordance with County guidelines.



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4. Collect, measure, and report data as required by the CDSS and/or CFS as specified.
5. Ensure all known instances of child abuse or neglect are reported to a Child Protective agency as defined in Penal Code section 11165.7. This responsibility shall include:
 - a. A requirement that all employees, consultants or agents performing services under this Contract who are required by the Penal Code Section 11165.7 to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - b. Establishing procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under Penal Code 11165.7 gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

Upon contract award, EHSD will:

1. Provide information to the Contractor concerning additional State or County requirements not provided herein; and
2. Provide technical assistance to the Contractor, as requested, to help meet project goals.



Additional Information for RFP Bid Proposal Responses:

Section 5 identifies the Required Proposal Format. Bidder must ensure submitted proposals include the following information:

- Proposals must include a plan that addresses the service deliverables identified in this RFP.
- Proposals must include descriptions of the services to be provided along with the identified population and service location(s).
- Proposals must include an estimate of how many families and youth will be served by the agency.
- Proposals must define the specific outcomes that will be achieved.
- Proposals must address any barriers to service accessibility and a plan to remove those barriers.
- Bidder must demonstrate a capacity for collaboration and interagency coordination.
- Bidder must have a viable plan for ongoing financial support of the local support services programs that demonstrates decreased reliance on state funds.
- Bidder must describe how they will develop and/or maintain the necessary community supports.
- Bidder must outline outcome improvement goals for the program.



SECTION 5: REQUIRED PROPOSAL FORMAT

The bidder requirements in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.

5.1 General Submittal Requirements

Electronic Submission – Bidders must send an email to Contractbid@ehsd.cccounty.us with the Subject: RFP 1175 Bidder Request for Submission Instructions. In the body of the email, indicate the bidder's agency name, address, phone number, and email address. You will receive an email response within 24 hours of receipt. **Be sure to allow enough time to receive the instructions and meet the submission deadline of Friday, January 29, 2021 at 5:00 pm.**

Any proposal received after the deadline will be rejected. Mail-in, hand-delivery, and faxed submissions are not acceptable.

Submit one (1) copy of the organization's most recent audited financial statements. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements if the latter is not available. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, bidders may be required to have audited financial statements during the period of performance.

Proposals and required attachments must be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFP.

A proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on Friday, January 29, 2021**. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.



Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Proposals received are considered the property of EHSD and will not be returned.

All costs of proposal preparation shall be borne by the bidder. EHSD shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget

5.2 Formatting Requirements

All narrative materials are to be single-spaced on 8 1/2" X 11" paper, single-sided print with no less than 1" margins on each side of paper, and using no less than 12-point font.

The total proposal should not exceed 15 pages excluding cover statement, table of contents, program budget, budget narrative, required fiscal attachments and addendums.

Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP packet.

All pages should be numbered consecutively with each section identified by an appropriate number.

5.3 Required Documents

Forms #1-4 (attached to this RFP) are to be fully completed and attached in the order indicated on the Proposal Checklist shown in Section 8. Electronic templates of the required forms will be emailed to all attendees after the Bidders' Conference.

All information in the proposal package must be presented in the order outlined in the Proposal Checklist and numbered sequentially (excluding the Fiscal Attachments). Refer to Section 8, Proposal Checklist.



5.4 Proposal Outline

Proposal Cover Statement (Form #1)

This must be the first page of every proposal. The Proposal Cover Statement with original signatures of the bidder's Board of Directors' President and Executive Director must be attached to the original proposal and must precede the narrative.

Table of Contents

The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as Section 8 of this RFP. The Proposal Checklist identifies all narratives and forms that must be submitted with the proposal. This sequence must be followed in assembling the completed proposal.

Program Narrative (maximum of 15 pages)

Maximum of 15 pages excluding Proposal Cover Statement, Table of Contents, Budget and Financial Information.

1. Agency Overview Describe briefly and concisely:

State the agency's mission and its overall service and treatment philosophy.
The agency's primary program components and services, and years in operation.
The agency's resources, experience, and capabilities as they relate to the scope of services described in this RFP.
Target population(s) served: number of clients, demographic and geographic information, and types of services provided.
Community outreach efforts and networking relationships.
Staffing pattern (size, composition, education level).
Primary sources of financial support.
Attach agency brochure, if applicable, in **Addendums** as the last page of the proposal.

2. Agency Experience Describe briefly and concisely:

Describe the agency's current or past experience in providing the proposed services identified within this RFP, including length of time the agency has been providing these services. Indicate staff experience with methodologies to be used. Note any other relevant aspects of the agency's service history that demonstrate capacity to provide the proposed services.



Qualifications and experience in providing strengths-based, trauma-informed family engagement, and kinship support services, to help youth and caregivers.

Qualifications and experience in providing services to children and families, particularly programs and activities that enhance child development and foster healthy communication and positive parenting techniques.

Qualifications, experience and approach to working with families with multiple stressors, including high risk factors such as domestic violence, substance abuse and mental health issues.

Qualification and experience in delivering culturally responsive services to diverse populations, including but not limited to ethnicity religious backgrounds and gender identification.

3. Program Proposal Implementation of Services and Scope of Work

Provide a description of the proposed program discussing the specific objectives of the service category for which you are bidding. The program description must demonstrate that the program is likely to attain the identified performance outcomes and be consistent with all requirements. Please address the following:

Performance Objectives

Bidders will be required to develop specific performance objectives that measure the impact or results for each service component. Performance objectives are the measurable improvements in the condition or behavior of the identified population the program intends to achieve by the end of the contract period. A program's success is measured by how well it achieves its performance objectives. Performance objectives should be ambitious, but realistic.

Performance Objectives must:

- Address significant needs of the identified population;
- Identify improvements to the condition, status or behavior of the identified population;
- Be achievable with the resources available to the program; and
- Identify appropriate and realistic methods to obtain objectives.



Program Evaluation

Program outcomes must be consistent with the desired RFP outcomes, and address identified problems or conditions, needs and behaviors of the identified population.

Evaluation: Describe in specific detail how you will determine the success of the program pursuant to this RFP.

- How will service delivery be monitored? *Example: A minimum of 90% of clients who attend parenting skills workshops will show improvement of parenting skills knowledge as evidenced by a pre-test/post-test.*

Collaboration and Coordination

If this proposal is a collaborative effort, describe the primary activities and responsibilities of each collaborator. Indicate how resources will be shared, how funds will be leveraged and blended, and how service duplication will be avoided. Proposals must fully demonstrate the existence of the collaborative relationships with public and private agencies and how these relationships will be expanded to provide services to the target population. Current letters from public or private agencies demonstrating the existence of the collaborative relationship must accompany the proposal.

Indicate how this program will interface with other public and private agencies serving the same target populations or providing related services and how residents (families) will be involved with service design and/or delivery.

Program Implementation and Oversight

- A. Describe the timeline for implementation of the service plan. Describe the action-steps the agency or collaborative will take in order to implement the services identified under this RFP. If the proposal is a collaborative effort, describe each agency's specific responsibilities and timelines, and the respective primary roles of staff in each agency in completing the action-steps.
- B. Describe the indirect and direct staff that will operate and support the program (e.g., full time equivalencies, responsibilities, experience).
Include an organizational chart illustrating how the proposed project relates with other agency projects and programs. **Place organizational chart in the Addendums.**



Include job descriptions and/or resumes of the agency's Executive Director and key program staff. **Place job descriptions and/or resumes in the Addendums.**

- C. Describe the agency's use of local resources in the design, implementation, and evaluation of the proposed program.

Cultural Sensitivity

Indicate how proposed programs will address issues of cultural diversity. Describe strategies and processes you will use to assure that services are culturally sensitive and relevant to families of diverse backgrounds, including delivery of services in the family's primary language.

Statement of Qualifications (Form #2)

Complete Form #2, Statement of Qualifications.

Fiscal Management Narrative (1 page, plus Form #3)

Provide a brief description of the lead 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 plan and methodology
6. Ledger system for receivables, payables, expenses, disbursements, petty cash

Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff.

1. Complete and attach Form #3, Board of Directors.

Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the "**Fiscal Attachments**" section referenced in the Proposal Checklist.

Describe how efforts will be made to expend funds during the contract period.



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Submit one (1) copy of the agency's most recent audit including any applicable corrective action plans, in the "**Fiscal Attachments**" section referenced in the Proposal Checklist.

A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available. Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the bidder be awarded the contract.

Submit one (1) copy of current Agency Operating Budget with revenues and expenses indicated.

Program Budget and Budget Narrative (unlimited pages)

Complete a line-item budget for programs under this RFP, showing all costs (Form #4, Program Budget Template).

Program Budget Narrative (see Instructions for Completing Budget attached to Form #4, Program Budget).

Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations. Every item must be completed, if applicable. Minimal narrative requirements are described in the Instructions for Completing Budget attached to Form #4, Program Budget.



SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

6.1 Evaluation Process

All proposals complete three (3) stages of evaluation: Compliance Review, Fiscal Review, and Bureau Committee Review. Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.

6.2 Compliance Review

Compliance Review is a Pass/Fail evaluation.

Contracts Unit staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the Required Proposal Format found in Section 5 will be determined nonresponsive and will not be considered for contract award/funding.

Minor irregularities in submissions may be waived. All proposals deemed responsive will be referred to EHSD fiscal staff.

6.3 Fiscal Review

Proposals that pass the Compliance Review, as referenced in 6.2 above, will be submitted for review by EHSD Fiscal Staff. Proposals must receive a fiscal review evaluation score of at least **70%** of the total available 100 points, if not; it will be eliminated from further review.

Proposals that do not provide the required audit or financial statements as outlined in Section 5, Required Proposal Format, will be determined nonresponsive and will not be considered for funding.

Points will be awarded based on the agency's demonstration of:

- Agency solvency;
- Adequate agency accounting systems and internal controls;
- Ability to administer financial system(s); and
- Compliance with budget specifications.

EHSD Fiscal will review the required audit or audited financial statement included with each proposal. The audit or audited financial statement must be the most recent and complete available. The proposal with financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.



EHSD reserves the right to reject any proposal submitted. EHSD will remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for further evaluation.

6.4 Bureau Committee Review

RFP Proposals that successfully complete the Contracts Compliance Review (referenced in 6.2 above) and the Fiscal Review (referenced in 6.3 above) will be submitted for Bureau Committee Review. The RFP Bureau Review Committee will review all proposals then evaluate and score all service and budget elements per the Scoring Methodology/Rating Sheet and service delivery requirements included in this RFP.

EHSD and the RFP Bureau Review Committee may make on-site visits and use other information available before making final recommendations.

The Bureau Review Committee 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 Bureau Review Committee will be required to sign an impartiality statement.

6.5 Scoring Methodology

Program elements will be weighted as follows with a maximum score of 100 points using the following criteria guidelines. **Proposals that do not attain an average of 70 points from the Bureau Review Committee are unlikely to be eligible for further consideration for funding.**

RFP Scoring Methodology/Rating Sheet	Available Points
Proposal Cover Statement (Required but not weighted)	
Agency Overview	5
Agency Experience	
Bidding agency’s current or past experience and demonstrated ability of bidder to deliver services to the targeted communities as specified.	10
Program Proposal	
Adherence to purpose and goals of kinship support services program evaluation and outcomes. (20 points)	40
Performance objectives. (15 points)	
Collaboration and coordination w/other organizations. (5 points)	
Program Implementation and Oversight	
Action-steps and timeline for implementation, including primary roles and responsibilities. (5 points)	15



Description of program staffing, (full time equivalencies, responsibilities, experience), organizational chart, job descriptions and/or resumes. (5 points)	
Use of local resources, inclusion of local resources in program planning, implementation and evaluation. (5 points)	
Cultural Responsiveness	
Cultural sensitivity of program and relevance of services to diverse client populations, including delivery of services in the clients' primary language.	10
Fiscal Management Narrative	10
Program Budget and Budget Narrative	
Program budget detailing the cost for program administration, salaries, benefits and operation.	10
Total available points	100

6.6 Appeals Process

Each bidder submitting a proposal to this RFP shall have an opportunity to appeal the funding decision of EHSD. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**

All bidders will receive a written and emailed notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request to **EHSD Director, 40 Douglas Drive, Martinez, CA 94553** within ten (10) working days of the postmarked date of the written letter of award status. The appeal will be conducted in accordance with the EHSD process.

All written letters of appeal must state the following:

- The issue(s) appealed
- How the alleged issue detrimentally effects the appellant
- The rectification sought by the appellant

An appeal will only be considered valid if there has been a violation of one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed:

- To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Letters of appeal must be addressed to the Employment and Human Services Department Director and received at 40 Douglas Drive, Martinez, CA 94553 no later



than 5:00 p.m. on March 23, 2021. Notification of a final decision on an appeal shall be made in writing to the bidder.

Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors.

6.7 Contract Award and Negotiations

Successful bidders will be expected to promptly enter into contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the proposal. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.

Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.

Selected contractor(s) will be responsible for all services offered in their RFP proposal, whether or not contractor(s) perform them directly or through subcontractors in multiple agency collaboration.

EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.

Contracts from this RFP will be for a twelve-month period (July 1, 2021 through June 30, 2022) with satisfactory first-year performance as a condition of any future contract renewal for up to two (2) additional years for a total of no more than three (3) years, depending upon funding availability.

The contracting person or agency must state that there is agreement to support implementation of the County's alcohol/drug abuse prevention/treatment policies related to the reporting of child abuse, and to comply with EHSD in monitoring and evaluation procedures.

6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract agreements with the successful Bidder(s). The contract term will be July 1, 2021 through June 30, 2022.

Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidders on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the proposal. Disclosure will



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not automatically disqualify the Bidders; however, EHSD reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.



SECTION 7: CONTRACTING REQUIREMENTS

7.1 County Contract Requirements

Upon acceptance of a proposal and award of a contract by the Board of Supervisors, the successful bidder will enter into a standard County contract that specifies:

Parties to the Contract

Effective Dates

Legal Type

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

Fiscal Provisions Method of payment to contractor. Either a fee-for-services contract or a cost reimbursement contract may be negotiated with the bidder at County's option.

Program budget segregated into personnel and operating costs, indirect costs and revenue (if any) to allow determination of reasonableness and feasibility of line item allocation.

Provisions for audit

General Conditions Contractors must comply with standard County Contract General Conditions included in this RFP in Appendix 10.1.

Special Conditions, as required. Contractors may have to satisfy additional insurance requirements prior to contract effective date. No contractor will be reimbursed for service until insurance requirements are met.

7.2 Additional Requirements

As applicable, contractor must submit the required audit as specified in Appendix 10.1, General Conditions, Paragraph 27. Required Audit.

- If a consortium of agencies is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners. The lead agency must act as the cognizant fiscal agent for the other partners. Partners must have similar budget requests for similar items. All other service providers requesting funding under the proposal will be required to subcontract with the lead agency.



- All equipment requests will be evaluated for their necessity and reasonableness in carrying out the program. All equipment requests must explain in detail how the equipment will be used in the performance of services.
- Budgets submitted in response to the RFP will be negotiated on a line item basis. Line items will be examined for reasonableness and necessity in providing services.
- Cost reports shall be fully supported by accounting documentation. Salary and benefit costs allocated to this program shall be supported by detailed time sheets. The grantee must maintain adequate payroll documentation (detailed time sheets sometimes called "functional time sheets") to support compensation paid to bona fide employees. Reimbursement of salary and benefit costs must be based on actual time spent on the program.

7.3 Type of Contract

Contracts will be on a cost reimbursement basis with monthly billing required. Contractor is required to provide detailed line-item budgets on Form #4, Program Budget. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation. The documentation shall establish that EHSD is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this contract.

7.4 Discrimination and Confidentiality

Discrimination: A Contractor awarded funds under this RFP shall not discriminate against any employee or applicant for employment because of race, sex, gender, age, religion, creed, national origin, ancestry, color, ethnic group identification, gender identity, gender expression, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition (including pregnancy, childbirth, breastfeeding or related medical conditions), or genetic information. This includes, but is not limited to the following: employment, upgrading or promotion, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or form of compensation, and selection for training, including apprenticeship. The Contractor shall not, in connection with the employment, advancement, or discharge of employees, discriminate against them because of their age, except upon the basis of a bona fide occupational requirement or retirement plan, or statutory regulation.

Confidentiality: Contractor shall use any client information provided by EHSD or by the client, only for the purpose of administering the program. The improper use or disclosure of confidential case information for any other purpose is a misdemeanor under California Welfare & Institutions Code Section 10850. Contractor shall inform all of their employees of the requirements concerning Confidentiality in the handling of client information. EHSD may take further steps to ensure Contractors' awareness of the provisions of California



Welfare and Institutions Code Section 10850, and may require that Contractor have employees sign acknowledgment of their understanding of said statute and its provisions.

Any Contractor awarded funds under this RFP must maintain all information gathered pertaining to program clients in a secure environment in order to ensure the client's right to confidentiality. The Contractor will not release such information to any Third Party who is not directly responsible for management of the client's services, without the prior written consent of the client.

7.5 Monitoring, Reporting and Record Keeping

Monitoring: County, state, or federal staff may conduct routine monitoring of all programs. Representatives of EHSD, the State of California, Department of Health and Human Services or contractors of these units of government, and others who have a direct concern in administration of this funding may visit the contractor selected for this program at any time. All agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not be limited to, inspection of clients' case files, attendance records, and financial and bookkeeping records. Clients may be interviewed to verify eligibility, ensure required procedures are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering with the contractor to ensure provision of agreed-upon services. In the event that contract requirements are not met, termination of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all subrecipients.

Reporting: Contractor shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the EHSD and will coordinate with the EHSD designated staff. Contractor will ensure that fiscal claims are submitted in entirety and the manner prescribed by the EHSD Fiscal Officer. Contractor shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth day of the following month.

Contractor will be required to provide the following reports:

- Fiscal Reports including monthly expenditure reports developed by EHSD, including a line item cost report based on actual expenditures.
- Monthly Status Reports (MSR) as developed in conjunction with EHSD are required. At a minimum, Contractor will be required to submit the following information:
 - Clients/Families referred and enrolled
 - Services provided to each Client/Family, including location, date, number of hours
 - Clients/Families who completed the program



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- Clients/Families who did not complete the program
- Bi-annual and Annual Narrative Summary.
- Financial and performance closeout reports at the end of the contract to reconcile statistical and financial information.

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls. Complete any required State data collection forms as supplied by EHSD. Maintain adequate records of service provision to document compliance with service plan and information on the performance outcomes stated in this RFP.

Contractor will be expected to maintain complete fiscal and accounting records, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs.



SECTION 8: PROPOSAL CHECKLIST

Proposals must be submitted in the following order with documents as described (unless otherwise noted).

- Proposal Cover Statement** (Form #1).
- Table of Contents.**
- Program Narrative**, including Agency Overview, Agency's Experience, Program Proposal, Program Implementation and Oversight, and Cultural Sensitivity.
- Statement of Qualifications** (Form #2 with original signatures must accompany original proposal), completed and signed by Agency Executive Director and President of Agency Board of Directors.
- Fiscal Management Narrative** (include Form #3, Board of Directors).
- Program Budget and Budget Narrative** (include Form #4, Program Budget).

Addendums

- Organizational Chart.**
- Job Descriptions and/or Resumes of Executive Director and key program and fiscal staff.**
- Agency Brochure (as available).**

Fiscal Attachments

- 1** copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
- 1** copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (reference Section 5.4).
- 1** copy of bidder's last audited financial statement attached to original proposal copy. (Reference Section 5.1 for alternate submission requirements if audited financial statements are not available).
- 1** copy of current Agency Budget with revenues and expenses indicated.



SECTION 9: REQUIRED FORMS

All forms must be completed and attached to submitted proposals

	<u>Form #</u>	<u>Form Title</u>
9.1	#1	Proposal Cover Statement
9.2	#2	Statement of Qualifications
9.3	#3	Board of Directors
9.4	#4	Program Budget



9.1 FORM #1: Proposal Cover Statement

9.1 FORM #1: Proposal Cover Statement

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.

PROPOSAL COVER STATEMENT – RFP 1175	
BIDDER ORGANIZATION NAME	
ADDRESS	Bidder Phone
	Bidder Fax
	Web Address
CONTACT PERSON	Contact Phone
	Contact E-mail
	Contact Fax
ADDRESS OF PROGRAM (if different than above)	
PROGRAM TITLE and SERVICE CATEGORY (circle one)	
Comprehensive Respite Services	
COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)	
AMOUNT OF FUNDING REQUEST	
TOTAL AMOUNT REQUESTED	\$ _____
FEDERAL EMPLOYER NUMBER	501(C)(3) EXEMPTION

AGENCY PRIOR YEAR NET OPERATING BUDGET	\$ _____
AUTHORIZATION	
<i>We submit the attached response to the Notice of Request for Proposal No.1175 dated January 2021 and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</i>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



9.2 FORM #2: Statement of Qualifications

9.2 FORM #2: Statement of Qualifications

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

2. a) Who administers the agency's fiscal system?
Name: _____
Phone: _____
Title: _____
Work Schedule: _____
- b) What CPA firm prepares the agency's annual audit?
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 _____
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.
9. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.



9.2 FORM #2: Statement of Qualifications

FORM #2, Continued

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.

Signature

Date

Printed Name and Title (Executive Director)

Signature

Date

Printed Name and Title (Board President)

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



9.3 FORM #3: Board of Directors

9.3 FORM #3: 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):

Member Name	Address	Occupation/ Affiliation	Board Position	# Years on Board

5. Describe key roles and responsibilities of the Board: _____



9.4 FORM #4: Program Budget

9.4 FORM #4: Program Budget

General Instructions

General Instructions

Budget Detail Worksheet for **Cost Reimbursement** Budgets

Purpose: The Budget Detail Worksheet is provided for your use in preparation of the budget and budget narrative. All required information (including the brief budget narrative) must be provided. Any category not applicable to your budget may be left blank. Indicate any **IN KIND (match)** amount in the appropriate category, if applicable. Respondents are required to assign a monetary value to in-kind/cash match and indicate it in the appropriate in-kind/cash match section.

Record Retention: Contractors 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, Contractors must make those records available to authorized representatives of the County, the State of California, and the United States Government.
source: (General Conditions, Contra Costa County Standard Form L-5)

For Informational Purposes Only



9.4 FORM #4: Program Budget

Identifier

Please complete all fields that apply

Requested	Please Provide
Original Request for Proposal/ Request for Information Number <i>(if available)</i>	
Prior Year Contract Number (if applicable)	
Legal Entity Name	
Doing Business As (DBA)	
Contact Name	
Contact Phone Number	
Alternative Phone Number	
Contact Email Address	

For Informational Purposes Only

Identifier



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

Budget Summary (Cost Reimbursement)

This Worksheet is locked.
Information provided in tabs A through J will be summarized below.

Legal Entity Name:

Doing Business As (DBA):

Contact Name:

Contact Email:

Contact Phone Number:

Budget Category	Cost Reimbursement Amount	In-Kind Amounts	Total
A. Personnel			
B. Fringe Benefits			
C. Travel			
D. Furniture and Equipment			
E. Supplies			
F. Facilities/Infrastructure costs			
G. Consultants/Contracts			
H. Participant Costs			
I. Other			
TOTAL PROJECT COSTS:			

For Informational Purposes Only



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

A&B. Personnel & Fringe Benefit

A. Personnel - List each position by title of employee. Manually enter the annual salary, the percentage of time to be allocated to the project, and Cost. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

For example, an Executive Director making \$80,000 a year could allocate 60% (Percentage of time) of her/his annual salary (\$80,000), and budget \$48,000. (Use decimals as the percentage of time, for example, 60.00 percent should be shown as 0.60).

PERSONNEL

Position	Annual Salary (manual entry)	Percentage of Time (manual entry)	Cost (manual entry)
Example: Executive Director	80,000	0.60	\$ 48,000.00
Add Personnel			
TOTAL:			\$ -

B. Fringe Benefits - Fringe benefits RATE. This RATE is used for budgeting purposes only. Actual reimbursement must be based on actual costs incurred or an approved rate negotiated with the Federal Agency. Briefly explain what is included in the rate.

FRINGE BENEFITS

Base (from Total Personnel)	Rate (manual entry)	Total (system calculates)
\$ -		\$ -
TOTAL:		\$ -

PERSONNEL & FRINGE BENEFITS NARRATIVE



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
A&B. Personnel & Fringe Benefit

PERSONNEL (IN-KIND)

Position	Annual Salary (manual entry)	Percentage of Time (manual entry)	Cost (manual entry)
Add Personnel			
IN-KIND TOTAL:			\$ -

**FRINGE BENEFITS
(IN-KIND)**

Base (from Total Personnel)	Rate (manual entry)	Total (system calculates)
\$ -		\$ -
IN-KIND TOTAL:		\$ -

PERSONNEL & FRINGE BENEFITS NARRATIVE (IN-KIND)

TOTAL PERSONNEL:	\$ -
TOTAL FRINGE BENEFITS:	\$ -



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
C. Travel

C. Travel – Itemize travel expenses of staff personnel by purpose (e.g., staff training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Include the destination and lodging in the narrative. You must include, at least, the rate and mileage of the table below. This form will apply to all travel.

Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-Local Travel TOTAL:			\$ -

TRAVEL NARRATIVE

TRAVEL (IN-KIND)

Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-Local Travel TOTAL:			\$ -

TRAVEL NARRATIVE (IN-KIND)

TOTAL TRAVEL COSTS: \$ -

C. Travel



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

D. Furniture and Equipment

D. Furniture and Equipment– List items that will be purchased for the organization. Purchase of equipment and furniture may be subject to additional approval. EHSD's acceptance of budgeted items does not indicate the approval of that purchase.

Explain how the equipment and furniture is necessary for the success of the project, and describe the procurement method to be used. . If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

FURNITURE AND EQUIPMENT Item	Computation		
	Quantity	Cost per Item	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL:			\$ -

FURNITURE AND EQUIPMENT NARRATIVE

--

FURNITURE AND EQUIPMENT (IN-KIND) Item	Computation		
	Quantity	Cost per Item	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
IN-KIND TOTAL:			\$ -

FURNITURE AND EQUIPMENT NARRATIVE (IN-KIND)

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FURNITURE AND EQUIPMENT TOTAL:	\$ -
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9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
E. Supplies

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, computer supplies and consumable items. Generally, supplies include any materials that are consumed during the course of the project. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

SUPPLIES NARRATIVE Item	Computation		Total Cost
	Quantity	Cost per Item	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL:			\$ -

SUPPLIES NARRATIVE

SUPPLIES (IN-KIND)

SUPPLIES (IN-KIND) Item	Computation		Total Cost
	Quantity	Cost per Item	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
IN-KIND TOTAL:			\$ -

SUPPLIES NARRATIVE (IN-KIND)

SUPPLIES TOTAL: \$ -



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

F. Facilities Infrastructure

F. Facilities/Infrastructure Costs - General costs to run the program, including space rental, facilities maintenance, utilities, phones, general consumable materials and supplies, internet and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors for facilities and infrastructure costs are included in this category.

Your narrative must include approximate space utilized for this program. Invoicing must be based on actual usage of the space.

If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

FACILITIES/INFRASTRUCTURE COSTS

Description	Monthly Cost	Number of Months	Total Cost
			\$ -
			\$ -
			\$ -
Add FACILITIES/INFRASTRUCTURE COSTS			\$ -
TOTAL:			\$ -

FACILITIES/INFRASTRUCTURE COSTS NARRATIVE

FACILITIES/INFRASTRUCTURE COSTS (IN-KIND)

Description	Monthly Cost	Number of Months	Total Cost
			\$ -
			\$ -
			\$ -
Add FACILITIES/INFRASTRUCTURE COSTS			\$ -
IN-KIND TOTAL:			\$ -

FACILITIES/INFRASTRUCTURE COSTS NARRATIVE (IN-KIND)

FACILITIES AND INFRASTRUCTURE TOTAL:	\$ -
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9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants Contracts

G. Consultants/Contracts -

G1. Consultant Fees: For each consultant enter the position, service to be provided, basis (hourly or daily fee (8-hour day)), and estimated time on the project. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

CONSULTANT FEES		Computation			Cost
Position (Title)	Service Provided	Fee	Basis (text)	Quantity (cannot be blank)	
Example: Evaluator	Mental Health Evaluations	\$200.00	hour	500	\$ 100,000.00
					\$ -
					\$ -
					\$ -
Add CONSULTANT FEES					\$ -
TOTAL:					\$ -

CONSULTANT FEES NARRATIVE

CONSULTANT FEES (IN-KIND)		Computation			Cost
Position (Title)	Service Provided	Fee	Basis	Quantity	
					\$ -
					\$ -
					\$ -
					\$ -
Add CONSULTANT FEES					\$ -
IN-KIND TOTAL:					\$ -

CONSULTANT FEES NARRATIVE (IN-KIND)

scroll

TOTAL CONSULTANT FEES: \$ -



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants_Contracts

G2. Consultant Expenses - List all expenses to be paid to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners,

CONSULTANT EXPENSES

Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-local Travel TOTAL:			\$ -

CONSULTANT EXPENSES NARRATIVE

Local Travel (no lodging and no airfare) - IN-KIND

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

Non-Local Travel - IN KIND

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-local Travel TOTAL:			\$ -

CONSULTANT EXPENSES (IN-KIND)

TOTAL TRAVEL EXPENSES FOR CONSULTANTS: 30



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants_Contracts

G3. Contracts - Provide a description of the product or service to be procured by contract and an estimate of the cost.

CONTRACTS

Item	Cost
TOTAL:	\$ -

CONTRACTS NARRATIVE

CONTRACTS (IN KIND)

Item	Cost
IN-KIND TOTAL:	\$ -

CONTRACTS NARRATIVE (IN-KIND)

CONTRACTS TOTAL: \$ -

CONSULTANTS/CONTRACTS TOTAL:	\$ -
IN-KIND CONSULTANTS/CONTRACTS TOTAL:	\$ -

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9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

H. Participant Costs

H. Participant Costs and/or Direct Costs— Examples of costs directly related to the program are: subsidized wages, supportive services (i.e. bus passes, day care costs, enrollment fees), participant payments (i.e. stipends, incentives), participant supplies (i.e. items/equipment consumable by participants or which become their personal property), tools or clothing related to employment or training, and participant tuition and fees incurred to achieve program objectives.
If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

PARTICIPANT COSTS

Item	Cost

TOTAL: \$ -

PARTICIPANT COSTS NARRATIVE

[Empty text box for Participant Costs Narrative]

PARTICIPANT COSTS (IN-KIND)

Item	Cost

IN-KIND TOTAL: \$

PARTICIPANT COSTS NARRATIVE (IN-KIND)

[Empty text box for Participant Costs Narrative (IN-KIND)]

PARTICIPANT COSTS TOTAL: \$ -



9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

I. Other

I. **Other Costs** - Costs that do not belong to the other listed categories should be included here. Indirect costs should be listed here. Only allowable costs under the subaward should be listed. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

OTHER COSTS

Description	Cost
Add OTHER COSTS	
TOTAL:	\$ -

OTHER COSTS NARRATIVE

OTHER COSTS (IN-KIND)

Description	Cost
Add OTHER COSTS	
IN-KIND TOTAL:	\$ -

OTHER COSTS NARRATIVE (IN-KIND)

OTHER COSTS TOTAL:	\$ -
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9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
Data Validation

Audit Check - This Table pulls numbers from the Budget Summary and Linked Tabs

	From Budget Summary	From Tabs	Difference
Personnel	0.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00
Travel	0.00	0.00	0.00
Furniture and Equipment	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
Facilities and Infrastructure	0.00	0.00	0.00
Consultants/Contracts	0.00	0.00	0.00
Participant Costs	0.00	0.00	0.00
Other	0.00	0.00	0.00
	0.00	0.00	0.00 <small>Should be zero</small>

For Informational Purposes Only



SECTION 10: APPENDICES

10.1 General Conditions

10.1 GENERAL CONDITIONS

1. **Compliance with Law.** Contractor shall be subject to and 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 shall 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 shall 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 shall 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)(1) of the Social Security Act, and any regulations promulgated there under, Contractor shall, upon written request and until the expiration of four 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 hereunder.



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 shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall 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 there under.

This special condition 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 shall include in all documents or 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 shall apply only if the payment limit under 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 shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding Paragraph 5.a. above, 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 shall 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 developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.
8. **Modifications and Amendments.**
 - a. **General Amendments.** This Contract may be modified or amended 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. **Administrative Amendments.** Subject to the Payment Limit, 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 materially change the Payment Provisions or the Service Plan.
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 shall be governed and construed in accordance with the laws of the State of California.
 - b. Any action relating to this Contract shall 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 shall 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, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped 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 law or otherwise.
14. **Independent Contractor Status.** This Contract is by and between two independent contractors is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.
15. **Conflicts of Interest.** Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.
16. **Confidentiality.** 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:
 - a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to



examination for any purpose not directly connected with the administration of such service.

b. 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 shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.
18. **Indemnification.** Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditure, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.
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. **Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage 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 shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall 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) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

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

c. **Certificate of Insurance.** The Contractor shall provide the 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 the 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 shall provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

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

21. **Primacy of General Conditions.** Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

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



**Costa County
Children and Family Services**

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KINSHIP SUPPORT SERVICES PROGRAM**

termination of this Contract, and 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.** Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.
25. **Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
26. **Endorsements.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall 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 approval of the Board of Supervisors. In its County contractor capacity, Contractor shall 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,



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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 is funded by \$500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (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 larger, 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 perform the obligations herein.