

CONTRA COSTA COUNTY

REQUEST FOR PROPOSALS RFP #1178

CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY FOR KIDS (CalWORKs)

SUBSIDIZED TEMPORARY EXPERIENCE WITH PAY FOR THE UNDER-EMPLOYED PROGRAM (STEP-UP)

TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)

Contra Costa County Employment and Human Services Department (EHSD) is soliciting proposals to develop, implement, and monitor countywide paid and unpaid Work Experience (WEX) opportunities for CalWORKs Welfare-to-Work (WTW) participants referred to the Subsidized Temporary Experience with Pay for the Underemployed Program (STEP-UP).

The selected Contractor will be expected to develop and maintain short term subsidized jobs and unpaid WEX training opportunities for up to 180 days, place referred participants in those jobs within 5 days of receiving referrals, and act as the Employer of Record for the CalWORKs participants placed in the STEP-UP Program.

Funding is estimated at **\$684,279** for the period of July 1, 2021 through June 30, 2022. This amount includes **\$287,398** to provide services to CalWORKs/Welfare-to-Work participants and **\$396,881** for wages paid to eligible STEP-UP participants of Central/East and West Contra Costa County.

Please read this entire packet carefully.

**Interested parties are invited to attend the
Recommended Bidders' Conference Webinar
Scheduled for
Tuesday, February 9, 2021
Time: 1:00 p.m. to 4:00 p.m.**

Attendance at the Bidders' Conference is not required for a proposal to be considered. Bidders' Conference attendance is virtual via the EHSD RFP 1178 STEP-UP for CalWORKs Webinar. Agencies interested in attending the Bidders' Conference Webinar may RSVP to contractbid@ehsd.cccounty.us.

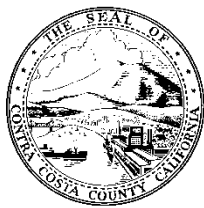
Final proposal submission will be due
by 5:00 p.m. on Wednesday, February 24, 2021

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.

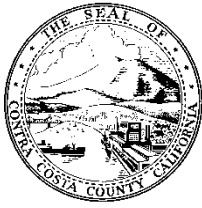
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SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL #1178

**EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
WORKFORCE SERVICES**

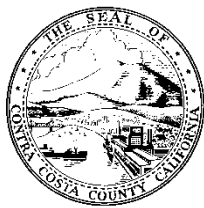
**California Work Opportunity and Responsibility for Kids (CalWORKs)
Subsidized Temporary Experience with Pay for the Under-Employed Program (STEP-UP)
Temporary Assistance to Needy Families (TANF)**

Contra Costa County Employment and Human Services Department (EHSD) is soliciting proposals to develop, implement, and monitor countywide paid and unpaid Work Experience (WEX) opportunities for CalWORKs Welfare-to-Work (WTW) participants referred to the Subsidized Temporary Experience with Pay for the Underemployed Program (STEP-UP).

The selected Contractor will be expected to develop and maintain short term subsidized jobs and unpaid WEX training opportunities for up to 180 days, place referred participants in those jobs within 5 to 7 days of receiving the referrals, and act as the Employer of Record for the CalWORKs participants placed in the STEP-UP Program.

A **Recommended Bidders' Conference** is scheduled for Tuesday, February 9, 2021 from 1:00 p.m. to 4:00 p.m. Attendance at the Bidders' Conference Webinar is not required for a proposal to be considered. Agencies interested in attending may RSVP to contractbid@ehsd.cccounty.us.

Final proposals will be due 5:00pm, February 24, 2021. A copy of the RFP is available on EHSD website: www.ehsd.org/rfps or call (925) 608-4969.



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SECTION 2: RFP SCHEDULE AND TIMELINE

REQUEST FOR PROPOSAL #1178	TIMELINE
Event/Location	Date / Time
RFP Published	January 21 – 23, 2021
Bidders Conference 40 Douglas Drive, Room 101/102 Martinez, CA	Tuesday, February 9, 2021 Time 1:00 p.m. to 4:00 p.m.
Response to RFP Due	Wednesday, February 24, 2021 no later than 5pm
EHSD Compliance Evaluation	February 25 – March 1, 2021
EHSD Fiscal Evaluation	March 2 – 15, 2021
WFS Panel Review Period	March 15 – April 2, 2021
Award Letter(s) Sent	April 6, 2021
Appeal Period	April 6 – April 19, 2021
Contract Processing	Late April – June 2021
Board of Supervisor's Authorization	June 2021
Contract Start Date	July 1, 2021

With exception of proposal submission deadline, all dates are subject to change.

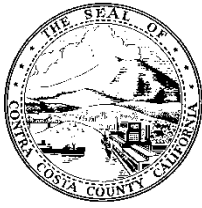
Opening / Publication Date: January 21, 2021
Closing Date: February 24, 2021
Contact (RFP Process only): EHSD Contracts Unit
Contact Phone: (925) 680-4969
Contact Fax: (925) 313-1517
Contact Email: contractbid@ehsd.cccounty.us
Bidders Conference: February 9, 2021, 1:00 p.m. to 4:00 p.m.

To attend Bidders' Conference via RFP 1178 STEP-UP for CalWORKs Webinar:

Please register for EHSD RFP 1178 Bidders' Conference at the following website address:

<https://attendee.gotowebinar.com/register/3528704860902434571>

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



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

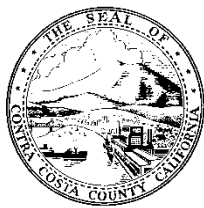
All attendees will be in listen mode only.

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 Proposals (RFP) is to identify and fund organizations that have interest in developing, implementing, and monitoring countywide paid and unpaid Work Experience (WEX) opportunities for CalWORKs Welfare-to-Work (WTW) participants referred to the Subsidized Temporary Experience with Pay for the Underemployed Program (STEP-UP).

By subcontracting the work experience component of the CalWORKs Welfare-to-Work program, the Workforce Services Bureau seeks to expand and diversify paid and unpaid WEX positions as well as the service delivery approaches for serving hard to employ CalWORKs WTW participants including limited and non-English speaking participants and CalWORKs WTW participants with limited work history. While projects proposed must be consistent with EHSD's requirements, bidders are encouraged to develop innovative approaches to enhance Contra Costa County's ability to move CalWORKs WTW participants into employment and self-sufficiency.

3.2 PARTICIPANT ELIGIBILITY

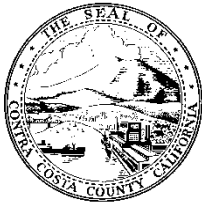
EHSD CalWORKs staff will determine eligibility for all participants enrolled in programs described in this RFP. Participants are referred to individual and group assessment to determine education, work history, skill level and aptitudes, resulting in a Welfare-To-Work Employment Plan to obtain unsubsidized employment. EHSD CalWORKs staff will also provide case management services for eligible participants prior to referral to the Contractor, including the authorization and payment of any supportive services needed to participate in assigned activities. Examples of supportive services are childcare and transportation. EHSD CalWORKs staff will be solely responsible for CalWORKs participant referrals to programs under this RFP and will designate the number of hours participants are required to participate.

3.3 ESTIMATED FUNDING

Funding is estimated at **\$684,279** for the period of July 1, 2021 through June 30, 2022. This amount includes **\$287,398** to provide services to CalWORKs/Welfare-to-Work participants and **\$396,881** for wages paid to eligible STEP-UP participants of Central/East and West Contra Costa County. The STEP-UP program is funded by CalWORKs, which is a federally mandated program designed to move welfare recipients into the workforce and toward family self-sufficiency and economic independence.

STEP-UP funding for the two geographical areas of Contra Costa County is estimated as follows:

- **\$410,567** for Central/East County: **\$172,438** to provide services and **\$238,129** for participant wages
- **\$273,712** for West County: **\$114,959** to provide services and **\$158,753** for participant wages



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It is estimated that **60%** of the expected referred STEP-UP participants will be from Central/East and **40%** from West County. EHSD estimates that there will be approximately **15 to 25** countywide participants referred for both paid and unpaid STEP-UP placements each month. However, this number may increase or decrease based upon a variety of factors.

Central/East covers participants from the Pleasant Hill, Bay Point, Brentwood, and Antioch EHSD offices. West County covers participants from the Richmond, North Richmond, and Hercules EHSD offices. Contractor must staff and maintain an office in each one of the two geographical areas of the County.

- One proposal may be submitted for both geographical areas of Central/East and West County, describing services for each.
- or
- Separate proposals may be submitted for geographical areas of Central/East or West County, describing services for the one desired geographical area.

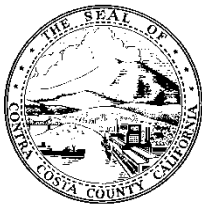
EHSD will fund one or more qualified proposals under this RFP solicitation. All awards are subject to funding availability. Final contract amounts are subject to contract negotiations with Contra Costa County EHSD.

State and federal funding levels are uncertain and subject to change. The actual funding allocation may be increased or reduced and the agency or agencies selected through this RFP may be required to increase or reduce planned program expenditures accordingly. If additional funding from any source becomes available, EHSD may at its discretion incorporate the additional funding into existing contracts, or by consideration of proposals not initially funded under this RFP. Contracts may be cancelled in accordance with Contra Costa County contract policy.

The contracts awarded through this RFP may be renewed for up to two more years, depending on funding availability and Contractor's performance. However, no obligation or commitment of funds will be allowed beyond the contract period ending June 30, 2022.

Federal Funds are passed through the United States (US) Department of Health and Human Services (DHHS). EHSD will award a subaward standard contract(s) to selected organization(s).

Federal Award Identification Number (FAIN) is: Determined upon funding notification from the California Department of Social Services (CDSS)
Subaward Period of Performance: 7/1/2021 to 6/30/2022
Catalog of Federal Domestic Assistance Number (CFDA) is: 93.558
Program Title: Temporary Assistance for Needy Families (TANF)
Agency: Department of Health and Human Services
Office: Administration for Children and Families



3.3.1. This award is subject to the following terms, conditions and provisions

The service provider funded to deliver services described in this RFP must comply with the following regulations governing the use of federal and state funds.

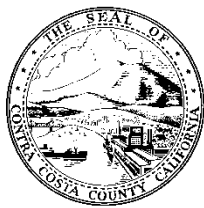
2 CFR Part 200 –Office of Management and Budget Guidance
2 CFR Part 376 – Nonprocurement, Debarment and Suspension;
45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
45 CFR Part 80 – Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
45 CFR Part 81 – Practice and Procedure for Hearings under Part 80 of this Title;
45 CFR Part 82 – Government wide Requirements for Drug-Free Workplace (Financial Assistance);
45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
45 CFR Part 93 – New Restrictions on Lobbying;
45 CFR Part 95 – General Administration – Grants Programs (Public Assistance, Medical Assistance and State Children’s Health Insurance Programs.

3.3.2. Program standards include:

TITLE IV-A OF THE SOCIAL SECURITY ACT,
TITLE IV OF PRWORA OF 1996, AS AMENDED (8 U.S.C. 1611 ET SEQ.)
TANF REGULATIONS AT 45 CFR PARTS 260 TO 284.

3.4 BIDDER’S CONFERENCE

A **recommended** Bidders’ Conference Webinar is scheduled for 1:00 p.m. to 4:00 pm, February 9, 2021. At this session, staff from Workforce Services Bureau, EHSD Contracts Unit, and EHSD Fiscal will review the RFP and respond to questions regarding requirements. Staff will not provide assistance regarding a proposer’s individual program design. **Program questions formulated prior to the bidder’s conference should be submitted online through the Workforce Services Bureau staff email: RGuillor@ehsd.cccounty.us with the subject line titled “STEP-UP RFP #1178 Question”.** All questions submitted prior to the Bidder’s Conference will be answered at the Bidder’s Conference. Questions asked at the Bidders Conference will need to be submitted via the chat box to be collected at the end of the Bidders Conference. Questions and answers provided at the Bidder’s Conference will be sent to all attendees via email.



3.5 EX PARTE COMMUNICATION/CONFLICT OF INTEREST

EHSD will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP bidders from contacting members of EHSD and the sub-committees of the board. Under no circumstances may an individual who is part of the RFP evaluation committee collaborate or provide information regarding this RFP to any Bidder.

Conflict of Interest - In order to ensure a free and open competition that avoids any conflict of interest or unfair advantage, real or apparent, EHSD procurement policy regarding code of conduct will be strictly followed. The policy, as it relates to eligible individuals/organizations states: "Any individual who develops specifications, Request for Proposals, evaluates or makes recommendations on such proposal(s), or participates in any manner in the procurement of goods or services with TANF funds shall NOT be eligible to compete in the procurement."

A conflict of interest would arise when: an individual; any member of the individual's immediate family; the individual's business partner; or an organization that employs or is about to employ the individual.

3.6 RIGHT TO 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 the contracts in whole or in part as is deemed to be in the best interest of EHSD.

3.7 NOTICE OF INTENT

Agencies interested in attending the Bidders Conference should RSVP by emailed to contractbid@ehsd.cccounty.us, no later than noon, February 9, 2021. Submitting a RSVP will not obligate the organization to submit a proposal and failure to submit the RSVP will not disqualify your organization from applying. The submission of the Notice of Intent email is intended to provide county staff with information necessary to prepare for the evaluation and scoring process.

3.8 COST CATEGORIES

All costs incurred by Service Providers as a result of this RFP must directly relate to program operations and the administration of program operations. Costs must be fair, reasonable, allowable, necessary, fully justified, and competitive. Section 5.4.5 BUDGET SUMMARY, NARRATIVE, AND BUDGET DETAIL provides a listing of how costs must be categorized. Bidders may charge an indirect cost rate, if applicable. Additional information is provided in section 5.4.5 regarding an indirect cost rate, and a cost allocation plan.



SECTION 4: PROGRAM DESCRIPTION

4.1 PURPOSE

STEP-UP is a CalWORKs/WTW work experience activity to be provided countywide for CalWORKs/WTW participants who are not meeting their WTW hourly requirement. The STEP-UP program will assist participants in gaining skills through unpaid and paid work experience that will move them toward self-sufficiency.

4.2 SERVICES

There will be two different work experience tracks for STEP-UP participants. As determined by EHSD, only participants who meet certain criteria will be offered paid work experience assignments for up to 30 days. The hourly salary is based on the entry-level salary offered by the employer, up to \$20 per hour. EHSD approval is required for all paid WEX assignments beyond 30 days.

The two work experience tracks are as follows:

Unpaid WEX: Work experience is a training activity performed in the public or private sector, including a nonprofit, community-based or faith-based setting that helps provide basic job skills, enhances existing job skills in a position related to the participant's experience or provides a needed community service that shall lead to unsubsidized employment.

For unpaid work experience, there are a maximum number of hours per month that a family may be required to participate under the minimum wage requirement of the Fair Labor Standards Act (FLSA). EHSD CalWORKs staff will determine the maximum number of hours participants are required to participate.

Paid WEX (Subsidized Employment): Subsidized employment means employment in the private/public sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a work-eligible individual. Paid WEX/Subsidized Employment is distinguished from unpaid work experience in that the participant in subsidized employment is paid wages and receives the same benefits as an employee with no subsidy who performs similar work.

EHSD CalWORKs staff will be solely responsible for determining which STEP-UP track participants are assigned to and the number of hours they are required to participate.



4.2.1. Job Development

The Contractor must have a plan to develop work assignments intended to accommodate a high turnover of participants with a variety of job skills and abilities.

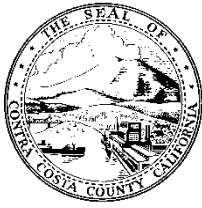
Job Development services to be provided by the Contractor must include, but are not limited to, the following:

- Orientation of individuals referred from EHSD CalWORKs WTW staff
- Development of diverse occupationally-specific paid/unpaid WEX assignments geared to areas of study or interest of participants, e.g. the medical, dental, accounting, and information technology field and in fields with future career growth and advancement
- Training and support for Worksite supervisors and participants to ensure that participants significantly enhance their employability and that Worksite expectations are met
- Work and Life skills counseling as needed to enhance and maintain satisfactory attendance and enhance employability of CalWORKs participants
- Job support and placement assistance on an individual or as needed basis (can be part of the work assignment)
- Culturally appropriate services for monolingual participants or other population groups
- Case management, in cooperation with EHSD CalWORKs staff and its contractors, to assist participants in identifying their needs and removing barriers that prevent them from achieving self-sufficiency and satisfactory personal, family and workplace goals.
- Job development workshops geared toward securing unsubsidized employment and achieving self-sufficiency.

Bidders are encouraged to expand on the scope of services listed above. EHSD is seeking creative service delivery approaches that will enhance the long-term employability of participants often considered difficult to serve.

4.2.2. Job Placement and Monitoring

Contractor must provide oversight and support to work site supervisors and STEP-UP participants to ensure participants enhance their employability and that work site expectations are met. Oversight and monitoring includes ensuring the participant is actually performing the work in accordance with the WEX agreement; the participant is properly supervised by the Work Experience site supervisor, ensuring there are no safety



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issues; and acting as an intermediary between the participant and the Work Experience site supervisor in the event of disagreements or disputes involving the participant.

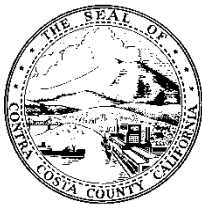
Job Placement and Monitoring services to be provided by the Contractor must include, but are not limited to, the following:

- Assignment of participants to jobs each calendar month for the number of hours determined by CalWORKs WTW staff. Work hours cannot exceed 8 hours a day or 40 hours per week. Work duties cannot include driving a vehicle or using heavy equipment.
- Identification and development of paid/unpaid WEX job assignments, skill sets, and worksite agreements in the public or private sector, including a nonprofit.
- Assignment of participants to paid/unpaid WEX assignments - monitors and oversees supervision of the participant at the WEX site, including job placement and retention services.
- Placement of participants into unsubsidized employment, providing necessary retention services.
- Case management, in cooperation with EHSD CalWORKs staff and its contractors, to assist participants in identifying their needs and removing barriers that prevent them from achieving self-sufficiency and satisfactory personal, family and workplace goals.

4.3 INDIVIDUALS SERVED

The following individuals will be targeted for participation in the STEP-UP Program and will be referred by EHSD CalWORKs WTW staff to the service provider(s). EHSD CalWORKs WTW staff will determine the number of required participation hours for each participant referred:

- Individuals who have Work Experience designated as a CalWORKs activity in the respective Employment Plan and Welfare-to-Work Plans.
- Individuals who need additional work activities in order to meet CalWORKs requirements. These individuals will need a limited number of hours per week to supplement the hours that they already spend at work and/or in other activities.
- Non-English speaking or limited-English speaking individuals who may require specialized services and sites.
- Individuals who need to develop workplace skills or additional employment experience while participating concurrently with other activities as part of their Welfare-To-Work Plan.



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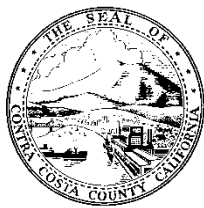
- Individuals who have specific barriers preventing them from obtaining self-sufficiency and full-time employment including but not limited to legal issues including conviction records, lack of H.S. Diploma/GED, limited work history, inadequate reading/math/language skills, learning disabilities, medical conditions, emotional/mental health issues, substance abuse issues, domestic violence and other family issues, lack of appropriate work clothing, and lack of housing.

STEP-UP participants are eligible for all CalWORKs supportive services provided by the County, including mental health services, alcohol and other drug counseling, domestic violence counseling, legal assistance, and learning disability testing/evaluation. Childcare, transportation, and ancillary expenses will be authorized by EHSD CalWORKs staff to ensure activity compliance.

Participants are subject to financial sanctions if they fail, without good cause, to comply with their CalWORKs/Welfare-to-Work participation requirements. EHSD CalWORKs WTW staff will authorize supportive services; initiate non-compliance actions and coordinate with Contractor to assure information needed for CalWIN (County data system) updates are received.

4.4 PROGRAM REQUIREMENTS

- STEP-UP will provide participants with the opportunity to meet their work activity requirements while gaining valuable work experience in proven market demand jobs. The purpose of STEP-UP is to gain work skills while developing good work habits and work maturity skills that will lead to unsubsidized employment.
- Contractor will need to place the referred participants in a Paid WEX within 5 days of enrollment into STEP-UP. Paid WEX assignments may be limited to 30 days.
- Contractor will need to place the referred participants in an Unpaid WEX within 7 days of enrollment of STEP-UP. The Unpaid WEX assignment will be up to three (3) months. Participants who have successfully completed the three-month Unpaid WEX placement will be assessed by Contractor in consultation with EHSD for approval of a longer placement up to a maximum of 180 days in the same or different WEX position.
- Efforts will be made to accommodate the approved job goal of each participant.
- Contractor will comply with the reporting responsibilities as required by EHSD, including, but not limited to:
 - Submitting monthly program participation reports as developed in consultation with and approved by EHSD.
 - Submitting worksite agreements
 - Expenditure reports

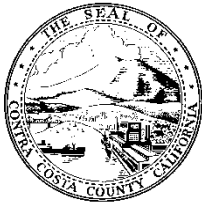


4.5 EMPLOYER OF RECORD

The Contractor will carry out all of the common payroll functions as the Employer of Record for STEP-UP. The Contractor may subcontract these payroll functions with a payroll company or individual with the approval of EHSD. The Contractor will be responsible for ensuring the timely submission of all required employment related documentation that includes, but is not limited to, the following:

1. **New Hire Documentation** – Process, complete and maintain all new hire IRS W-4, W-5 and other new hire related documentation prior to the start of the clients' work assignment at the host/work site.
2. **Timesheets** – Ensure that timesheet information is submitted in time for payroll processing prior to the due date of the payroll schedule for each pay period.
3. **Payroll Deductions** – Ensure that FICA, Unemployment Insurance, Workers Compensation Insurance, Social Security, as well as all other standard payroll deductions, are properly deducted in accordance with Federal, State and local laws.
4. **W-2s** – Provide W-2s of the preceding calendar year by January 20 each year.
5. **1099s** – Prepare and issue 1099 documents to participating For-Profit entities - only.
6. **Expenditure Reports** – Submit detailed monthly invoices to designated EHSD staff. These invoices must be based on actual monthly expenditures.
7. As the Employer of Record, the selected Contractor will be responsible for managing the payroll process and the following areas:
 - a. Governmental reporting
 - b. Processing payroll taxes
 - c. Workers' compensation and claims

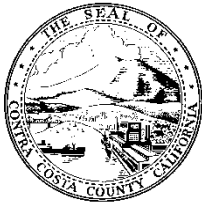
STEP-UP clients receive Medi-Cal and therefore do not require health care coverage for the duration of their STEP-UP program work assignment.



4.6 PROGRAM OUTCOMES

EHSD anticipates making **15 to 25** referrals each month during the term of this contract.

1. Each month eighty-five percent (**85%**) of the referred STEP-UP participants identified by EHSD as a short-term 30-day **Paid WEX** participant must be placed in a work assignment within five (**5**) days of completing a STEP-UP Job Placement Orientation session. A participant is considered enrolled and placed in Paid WEX assignment following completion of STEP-UP orientation and receipt of their work assignment/schedule.
2. Each month eighty-five percent (**85%**) of the referred STEP-UP participants identified by EHSD as an **Unpaid WEX** participant must be placed in a work assignment within seven (**7**) days of completing a STEP-UP Job Placement Orientation session. A participant is considered enrolled and placed in an unpaid WEX assignment following completion of STEP-UP orientation and receipt of their work assignment/schedule.
3. At least sixty-five percent (**65%**) of participants placed in a STEP-UP Paid/Unpaid WEX assignment shall complete the job assignment or exit due to unsubsidized employment without interruption.
4. Forty percent (**40%**) of all participants must meet their hourly monthly work participation requirement (WPR).
5. Thirty-five percent (**35%**) of the participants enrolled will be placed in unsubsidized employment.
6. Should Contractor fail to meet STEP-UP program outcomes as described above, the monthly demand for allowable cost could be adjusted downward by five to fifteen percent (5%-15%) at the end of each quarter. The criteria for downward adjustment will be determined during contract negotiations.



SECTION 5: REQUIRED PROPOSAL FORMAT

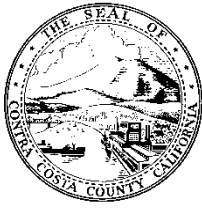
The proposal must clearly demonstrate the Bidder's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities and the documents that must be included. Failure to comply with the required proposal format and the General RFP Requirements may deem a proposal as nonresponsive.

5.1 GENERAL SUBMITTAL REQUIREMENTS

- 5.1.1. Electronic Submission** - Bidders must send an email to Contractbid@ehsd.cccounty.us with the Subject: RFP 1178 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 Wednesday, February 24, 2021 at 5:00 pm**

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

- 5.1.2.** One 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.
- 5.1.3.** 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.
- 5.1.4.** As defined above, a Single Audit, audited financial statements, a review or compilation of financial statements, or a copy of the latest filed tax return if a review or compilation of financial statements is not available, must accompany the original proposal, along with a copy of the Certificate of Insurance. Do not attach the aforementioned required financial documents or the Certificate of Insurance to the five copies of your proposal.
- 5.1.5.** If awarded a contract, bidders may be required to have audited financial statements during the period of performance.



5.2 REQUIRED DOCUMENTS AND PAGE LIMITS

Bidders must include the following documents and must adhere to the following page limits. Please keep narratives as concise as possible while providing the information requested. Each narrative must contain a heading clearly indicating the category to which it is responding.

- Proposal Coversheet – 1 page (FORM A)
- Proposal Check List – 1 page (FORM B)
- Table of Contents – 1 page
- Proposal Narrative - 8 pages
- Program Budget – 15 pages (FORM F)
- Fiscal Management Information – No limit
- Required Attachments – 4 pages (FORMS C, D, and E, Organizational Chart)

Maximum Number of Pages – 30 pages (not including Fiscal Management Information or letters of support)

5.3 FORMATTING REQUIREMENTS

Bidders must adhere to the following formatting requirements:

- Page Size: 8½"x 11"
- Font size: 12 point
- Margins: One inch
- Line spacing: Single-spaced
- Pages: Single-sided numbered sequentially
- Language: English
- All pages to be sequential numbered (excluding Fiscal Attachments)

5.4 PROPOSAL SECTIONS

5.4.1. *Proposal Coversheet:* (FORM A)

- Complete the Proposal Coversheet.
- The Proposal Coversheet must be completed, in full, and signed by an agency officer authorized to bind the agency to all commitments made in the proposal and be accompanied by a copy by the Bidders' Board Resolution, or other corporate actions, authorizing the agency officer to submit the proposal. If a Board Resolution, or other corporate actions, cannot be obtained prior to proposal submission, the resolution may be submitted no later than three (3) calendar weeks from the proposal submission deadline.



5.4.2. Proposal Checklist: (FORM B)

- Complete the Proposal Checklist included as an attachment to this RFP.
- The Proposal Checklist identifies all narratives, forms, and certifications that must be submitted with your proposal. This sequence must be followed in assembling the completed proposal.

5.4.3. Table of Contents:

Complete a Table of Contents including page numbers for each section.

5.4.4. List of Agency Board of Directors: (FORM C)

Complete the Current Board of Directors Worksheet FORM C.

5.4.5. Agency Organizational Chart:

Attach job descriptions and resumes of Executive Director and key program staff.

5.4.6. Job Descriptions and Resumes:

Attach agency organizational chart that indicates how proposed project relates with other agency projects and programs

5.4.7. Bidder's Statement of Qualifications: (FORM D)

Complete the Bidder's Statement of Qualifications Worksheet FORM D.

5.4.8. Bidder's Contracts and Grants: (FORM E)

Complete the Bidder's Contracts and Grants Worksheet FORM E.

5.4.9. Proposal Narrative:

Please provide information as requested below. The response must be specific, complete, and concise. Narrative response is limited to eight (8) pages.

- **Program Location**
Location of administrative office, including agency name and address.
Location where proposed services will take place, including address.
- **Program Design**
Describe in detail the services that you intend to provide and your delivery system. Address each program component as described in Section 4 of the RFP. Describe the strategies that will be used to assist clients to reach the desired performance outcomes listed in Section 4 of the RFP. Describe how culturally appropriate services will be provided. Describe how services will be delivered on a regional basis (Central/East and West County).



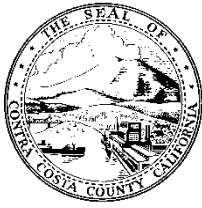
- **Staffing**
Specify all staff positions to be associated with the program, as proposed. Specify the percent of each position's time that will be devoted to the program and include job descriptions and qualifications (in the RFP Response Package) outlining the functions and responsibilities for each position.
- **Client Tracking Systems**
Describe the system that you will use to track and document client activities and report required data elements and outcomes accurately. Describe how performance will be determined and documented.
- **Agency Background**
Describe agency's experience in providing services to the targeted population. Include your agency's performance successes in the delivery of employment related programs.
- **Agency Management**
Give a general description of fiscal capabilities and organizational structure including a brief description of the accounting system. Agencies recommended for funding may be required to provide a signed statement from a certified public accountant attesting to their ability to manage federal funds.

5.4.10. Program Budget – Cost Reimbursement: (FORM F)

- Submit a 12-month budget summary for the period of July 1, 2021 through June 30, 2022. The budget must be submitted in the provided Excel file, which includes detailed instructions.
- **Adherence to federal legal authorities**
Budget preparation must follow federal regulations as listed in Section 3.3.1.

5.4.11. Fiscal Management Information:

- Describe how your fiscal system is administered, including responsibilities of the Board of Directors, Executive Director and staff in fiscal management and your fiscal procedures and policies.
- Attach a copy of your organization's overall budget, along with a list of funding sources and the amount received from each, and identify any match. If you are applying as a department within a large agency, then the budget of the department applying must be submitted with the proposal.
- **Cost Allocation Plan**
A Cost Allocation Plan describing the methodology that will be used to prorate common operating costs to each funding source must be submitted with the proposal when costs are prorated to more than one funding source based on benefits received. Examples of pro-rated common operating costs are infrastructure costs (e.g. rent and copier machines), as well as personnel (e.g.



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receptionist, fiscal staff, senior management) providing benefits to multiple funding sources.

- **List of current and former contracts (FORM E)**

A list of current and former contracts that demonstrates the ability to perform the services solicited for the target population described herein. Reference information is to include: Company/Agency name, contact person (name and title); contact person is to be someone directly involved with the services, complete street address, telephone number, type of business, dates of service.

EHSD may contact some or all of the references provided. EHSD also reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

- **Indirect Cost Rate**

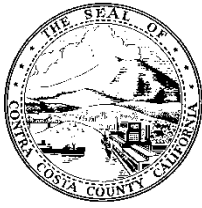
Indirect costs included in the Budget must be supported by an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or a de minimis indirect cost rate as defined in §200.414(f) Indirect (F&A) costs in 2 CFR 200.

Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 of the 2 CFR—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

If the bidder does not have a federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or is not eligible to elect the de minimis indirect cost rate, then the bidder must direct charge by line item the costs that are typically categorized as indirect costs. A bidder eligible to charge the 10% de minimus rate is not required to do so; although, if the de minimus rate is not used, all costs must be direct charged to a budget line item.

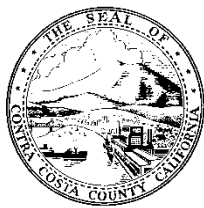
- **For-Profit Organizations**

The US Department of Health and Human Services (DHHS) does not allow recipients of DHHS funds to earn a profit even if the recipient is a commercial organization. Profit is any amount in excess of allowable direct and indirect costs. Bidders may not include profit in their budget for the TANF CalWORKs funding streams.



5.5 GENERAL PROPOSAL CONDITIONS

- All contract awards are contingent upon the receipt of state and federal funding by EHSD. Actual funding allocations may be reduced, and the agencies selected through this RFP may be required to reduce program expenditures accordingly.
- Only actual costs charged solely to this program may be included in the proposal budget summary. This funding covers only costs associated with providing program services.
- All proposals and all materials submitted with proposals will become the property of EHSD and will not be returned. EHSD also reserves the right to solicit additional information from any responding agency after the proposals have been received, including requests of on-site interviews, to reject any and all proposals, and to make an award according to its own best interest.
- Proposals will become a matter of public record and subject to the Public Records Act after awards are made. If there is any portion of the proposal that proposers do not wish released upon request, this must be noted on the specific page or pages of the proposal on which the proprietary information appears.



SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

6.1 COMPLIANCE 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.

Upon receipt of proposals, 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 (Section 5) will be determined nonresponsive and will not be considered for funding.

If, in response to this solicitation, no more than one proposal is received, EHSD reserves the right to classify this procurement as a failed competition and either reissue the RFP or enter into a sole source agreement with the respondent.

6.2 FISCAL REVIEW

The proposal must receive a fiscal review evaluation score of at least **70% (70 points)** 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 5.1 will be determined nonresponsive and will not be considered for funding.

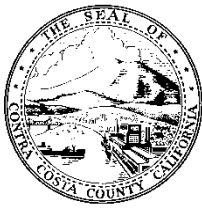
Points will be awarded on the basis of the agency's demonstration of:

- Agency solvency
- Adequate agency accounting systems and internal controls,
- Ability to administer financial system(s), and
- Compliance with budget specifications (Section 5.4.5)

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 evaluation.

6.3 BUREAU PROPOSAL REVIEW COMMITTEE

A review committee will score each proposal that meets the minimum qualifications. The review committee could consist of EHSD staff, Contra Costa County staff, or staff from other counties.



6.4 BUREAU PROPOSAL EVALUATION CRITERIA

In general, proposals will be evaluated based upon their ability to demonstrate the following:

QUALITY OF DESIGN - (40 points)

Describes a realistic plan for providing the services as outlined in this RFP. Clearly describes the program design and services to be provided. Addresses each of the required services for the program proposed. Demonstrates that participants will have access to services described in the proposal, including providing access to public transportation. Describes how the program will be coordinated with other relevant public and private agencies. Describes specific linkages with related agencies. Demonstrates effectiveness in successfully providing the services requested in this RFP, or similar services, and has proven success in working effectively with CalWORKs/WTW participants or similar populations. Describes culturally appropriate services including accommodation for language and/or cultural differences related to life skills and employment situations.

FINANCIAL/ORGANIZATIONAL STRENGTHS - (25 points)

Clearly outlines the organizational structure, including job descriptions. Provides all required information, including staff, operational, and other costs in the required budget format. Provides a complete and accurate budget, with appropriate justification demonstrated in the budget detail. Provides a reasonable administrative cost proposal. Demonstrates that the agency has the overall organizational capacity and effectiveness to operate the program.

PLANNED PERFORMANCE OUTCOMES – (20 points)

Describes effective methods to track client data and ensure desired outcomes. Demonstrates past experience in meeting performance measures and assuring accountability. Describes a plan for collecting customer satisfaction data and making improvements based on that data. Demonstrates past experience in gathering and reporting data in a timely manner.

COORDINATION AND LINKAGES – (15 points)

Establishes coordination with EHSD Workforce Services Bureau and other community resources within Contra Costa County or nearby. Demonstrates ability and describes a method to link with other public and private resources

BONUS POINTS – (10 Points)

Bonus consideration will be given to those bidders who have agreements in place with employers and/or non-profit organizations or have the ability to immediately receive referrals and place clients in paid and unpaid work experience assignments. Bonus consideration will be given to those bidders who have the ability to place clients in permanent unsubsidized employment at the conclusion of the unpaid work experience assignment.



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Proposals will be scored and ranked by a team of independent reviewers (Bureau RFP Scoring Panel) who will score and rank all responsive proposals using the criteria set forth in this RFP and make a recommendation for funding based on the evaluation scores. The table below provides a summary of the scoring method for this RFP:

RFP SCORING Methodology	Points
A. Quality of Design	40
B. Financial/Organizational Strengths	25
C. Planned Performance Outcomes	20
D. Coordination and Linkages	15
E. Bonus Points	10
TOTAL AVAILABLE POINTS	110

Bidders must have a total average score of 80 points or higher to be recommended for funding. EHSD reserves the right to consider multiple proposals.

In the event that the primary Bidder recommended fails to provide services outlined in the agreement and proposal, EHSD may use an alternate Bidder to perform services based on a score of 80 points or higher and approved by the Board.

6.5 APPEALS PROCESS

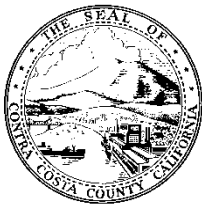
Each bidder submitting a proposal to **RFP 1178** issued by EHSD shall have an opportunity to appeal the funding decision of the Board. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**

All proposers will receive a written or faxed notice from EHSD informing them of the Board's funding decisions. If the applicant wishes to appeal the WDB's selection or award decision, the applicant 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 letter of award status. The appeal will be conducted in accordance with the Employment and Human Services Department process.

All written letters of appeal must state the following:

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

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



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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.

6.6 CONTRACT AWARD AND NEGOTIATIONS

Once the successful Bidder is approved, EHSD staff will make arrangements to begin contract negotiations and contract implementation. In some cases, EHSD may request that the contract incorporate changes in the original proposal. Additionally, EHSD contract offer may contain additional terms or terms different from those set forth in this RFP. After contract negotiations, EHSD will deliver the contract to the awardee(s) for signature. The period of performance for the agreement to be awarded is twelve (12) months, beginning July 1, 2021 and ending June 30, 2022.

As a result of the negotiation process, EHSD reserves the right to:

- Fund all or portions of a proposal and/or require that one awardee collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
- Use sources of funds, other than TANF, to fund all or portions of an awardee's program;
- Require collaborators identified in the proposal to become co-signatories to any contract with EHSD.
- The contract term will be for one (1) year with the option to extend the agreement for two (2) additional one-year periods based on need, performance and funding availability.

6.7 TECHNICAL ASSISTANCE

Parties interested in bidding on the RFP are not required to attend the scheduled Bidders' Conference Webinar, **Tuesday, February 9, 2021 from 1:00 p.m. to 4:00 p.m.** Program questions formulated prior to the bidders' conference should be submitted via email prior to the Bidders Conference, sent to RGuillor@ehsd.cccounty.us with the subject line titled **"STEP-UP RFP #1178 Question"**. All questions submitted prior to the Bidders' Conference will be answered at the Bidders' Conference. Questions asked at the Bidders' Conference must be submitted via chat box during the course of the webinar. Answers to questions submitted before or during the Bidders' Conference will be sent to attendees via email.



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Programmatic questions will be answered only at the Bidders' Conference. Questions and answers regarding the RFP Process submitted both during and after the Bidders Conference will be included in the Q&A document emailed to all attendees. Any subsequent process questions can be sent by email to contractbid@ehsd.cccounty.us.

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.

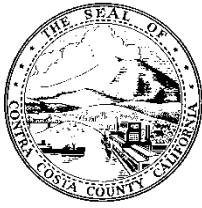
Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidders 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 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.

6.9 RESTRICTION ON DISCLOSURE

Any information deemed confidential or proprietary by Bidder must be clearly marked and identified by 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.



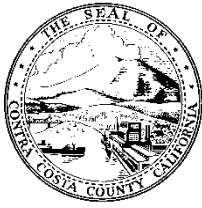
SECTION 7: RFP GENERAL INFORMATION

7.1. GENERAL PROPOSAL CONDITIONS

- 7.1.1.** The applicant certifies, by submission of a proposal that all specifications listed in the RFP will be met and further understands that these specifications may become part of a contract for provision of services, should a contract be awarded.
- 7.1.2.** Programmatic responses must be clear and in the order in which they appear in the Proposal Checklist.
- 7.1.3.** 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.

Proposals will be submitted electronically only. **No mail-in or hand-delivery of proposals will be accepted.**

- 7.1.4.** All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy, adhere to federal and state nondiscrimination requirements, and comply with related monitoring and evaluation procedures.
- 7.1.6.** EHSD will only accept proposals for the program activities requested. Proposals submitted for services/training not requested in the RFP will be rejected. ***NOTE:** Contract funding levels for individual proposals will be based on realistic data, i.e., needs of EHSD in meeting program goals, participant needs, industry training needs, etc. Services throughout the local workforce investment area are a consideration when selecting service providers.
- 7.1.7.** The proposal submitted in response to this solicitation is not a legally binding document, however, the contract, which is based on the proposal after negotiation, becomes legally binding once finalized. EHSD has the right to reject proposals that do not conform to program goals.
- 7.1.8.** The existence and contents of proposals are confidential and as such will not be discussed with any outside party by staff or Board members at any time other than designated official proposal review periods.
- 7.1.9.** Proposals received are considered the property of EHSD and will not be returned.



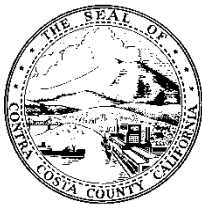
7.2 COUNTY CONTRACT REQUIREMENTS

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

- Parties to the Contract
- Effective Dates
- Legal Authority
- Signatures to the Contract
- Service Specification and Provisions for Reporting, Monitoring and Evaluation
- Fiscal Provisions
- Method of payment to Bidder. A fee-for-services, performance-based or a reimbursement contract may be negotiated with bidder at County's option.
- Program budget separated by personnel and operating costs, indirect costs and revenue (if any) to allow determination of efficiency, reasonableness and allocation of line items,
- Provisions for audit.
- General Conditions. Bidder must comply with standard County Contract General Conditions.
- Special Conditions, as required. Bidders must comply with TANF special conditions and federal Sub-Recipient Award special conditions. Bidders must also comply with additional insurance requirements by contract commencement date. Bidders will not be paid for services until insurance requirements are met.

7.3. AUDITED FINANCIAL STATEMENTS AND FINANCIAL RECORD REQUIREMENTS

- 7.3.1.** Bidders are to provide a copy of their organization's most recent audited financial statements.
- 7.3.2.** A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of 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.
- 7.3.3.** Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statements audit will be performed during the period of performance of the contract.
- 7.3.4.** Bidders awarded a contract may be required to have audited financial statements during the contract period of performance.
- 7.3.5.** A non-Federal entity that expends \$750,000 or more in federal awards is subject to the Single Audit requirements set forth in the Code of Federal Regulations (CFR), Title 2, Part 200, Subpart F, and must attach a copy its most recent Single Audit. CFR, Title 2, Part 200, Subpart F audit requirements do not apply to for-profit organizations. The pass-through entity, as necessary to ensure compliance by for-



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profit organizations of federal subawards, may perform or require pre-award audits, monitoring during the agreement, and post-award audits.

7.3.6. For-profit organizations will need to adhere to the provisions of the Federal Acquisition Regulations (FAR), or other applicable cost principles or regulations.

7.3.7. EHSD will conduct financial monitoring reviews of all subrecipients.

7.4 COSTS INCURRED BY PROPOSERS

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

7.5 ACCURACY AND COMPLETENESS

The proposal 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.

7.6 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written request of the authorized signatory on the proposer's letterhead at any time prior to the scheduled deadline for receipt of proposals. The requestor must provide appropriate identification and sign a receipt attesting to his/her withdrawal of the proposal.

7.7. GENERAL RESERVATIONS

7.7.1. EHSD reserves the right to extend the RFP submission deadline, if such action is in the best interest of EHSD. In the event that the deadline is extended, proposers have the right to revise their proposals.

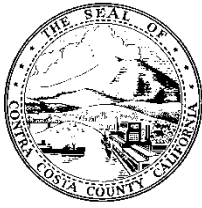
7.7.2. EHSD makes no representation that any contract will be awarded to any proposer responding to this RFP.

7.7.3. EHSD reserves the right to request additional information or documentation.

7.7.4. Proposals shall be reviewed and rated as submitted. The proposer may make no changes or additions after the deadline for receipt of proposals.

7.7.5. EHSD reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, EHSD reserves the right to reduce the rating points awarded.

7.7.6. Failed Competition -EHSD reserves the right to reject any or all proposals when they are not responsive to the specifications of this RFP. Competitive negotiation requires that at least two responsive proposals for the same scope of work and service area must be received in response to the RFP. A competition is considered failed if only one responsive proposal is received. If a competition has been



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declared failed, EHSD then has the option to re-compete the procurement or enter into procurement by non-competitive negotiation (sole source procurement).

7.8. STANDING OF PROPOSER

- 7.8.1.** EHSD will not enter into an agreement with any entity not in good standing with the California Secretary of State.
- 7.8.2.** Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply; however, they will not be eligible to receive any funding, if awarded under the RFP process, until their sanction is removed.



SECTION 8: CONTRACTING REQUIREMENTS

8.1 FISCAL PROVISIONS, AGENCY AUDIT, AND SUPPORTING DOCUMENTATION REQUIRED

8.1.1. General Requirements

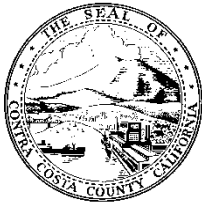
The service provider funded to deliver services described in this RFP must comply with the following regulations governing the use of federal and state funds.

- 2 CFR Part 200 –Office of Management and Budget Guidance
- 2 CFR Part 376 – Nonprocurement, Debarment and Suspension;
- 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
- 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards
- 45 CFR Part 80 – Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- 45 CFR Part 81 – Practice and Procedure for Hearings under Part 80 of this Title;
- 45 CFR Part 82 – Government wide Requirements for Drug-Free Workplace (Financial Assistance);
- 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
- 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
- 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
- 45 CFR Part 93 – New Restrictions on Lobbying;
- 45 CFR Part 95 – General Administration – Grants Programs (Public Assistance, Medical Assistance and State Children’s Health Insurance Programs.

8.1.2. Subrecipient Monitoring

If (Contractor/Agency/Department) further passes through federal funds of this subaward, (Contractor/Agency/Department) shall make case-by-case determinations whether each agreement it makes for the disbursement casts the party receiving the funds in the role of a subrecipient or a contractor.

1. (Contractor/Agency/Department) must include information required by the Code of Federal Regulations (CFR), specifically, Title 2 CFR §200.331 (Requirements for pass through entities) in each subrecipient’s contract.



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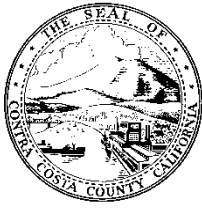
2. (Contractor/Agency/Department) must monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the CFR, including 2 CFR §200 (Uniform Guidance).
3. (Contractor/Agency/Department) must evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 2 CFR §200.
4. (Contractor/Agency/Department) must retain documentation to prove that determinations and monitoring were conducted during the contract term.

EHSD, as a pass-through entity, may request those documents during fiscal monitoring.

8.1.3. Additional Requirements

As applicable, contractor must submit the required audit as specified in section 9.8 Appendix H: General Conditions, section 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. Federal funds may only be expended for the purpose of which they were awarded. Compliance with all federal and state accounting regulations is required.
- If applicable, an approved Indirect Cost Rate must be supplied to EHSD within 30 days of the execution of the contract if claiming indirect costs. (see Section 5.4.5)



- Food items are not allowable - including employee coffee, treats for clients, open houses and other refreshments. Paper goods such as plates and napkins are also not allowable. In addition, contractor employees can only be reimbursed for meals while traveling outside the boundaries of Contra Costa County and only for documented reasons directly related to the STEP-UP program.

8.2. 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 forms identified in Section 9.6 FORM F of this RFP. 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.

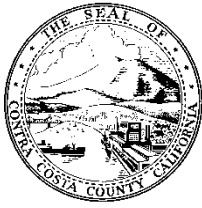
8.3 COMPLIANCE WITH APPLICABLE REGULATIONS

This RFP has been developed consistent with applicable County, State and Federal statutes, regulations, and published guidelines and policies. In addition, the processing and contracting of this RFP is in compliance with Chapter 23-600 of the California Department of Social Services' Operations Manual for Management and Office Procedures.

8.4 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, age (over 40), religion, national origin, color, ethnicity, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition, or the conditions of Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC). 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 CalWORKs client information provided by EHSD or by the client, only for the purpose of administering the STEP-UP 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.



A Contractor awarded funds under this RFP will maintain all information gathered pertaining to STEP-UP program clients in a secure environment in order to ensure the client's right to confidentiality, and the Contractor will not release such information to any Third Party who is not directly responsible for management of the client's CalWORKs or work activities, without the prior written consent of the client.

8.5 CONTRACTOR RESPONSIBILITIES

Agencies awarded contracts to provide services will be responsible for the following:

- Providing and training qualified staff to plan and administer the program
- Providing specified services to eligible participants
- Maintaining up to 189 days work assignments
- Maintaining required paperwork associated with the STEP-UP Program
- Coordinating with EHSD staff to ensure that required performance reports and fiscal claims are submitted in their entirety and on time.
- Attending mandatory in-service training sessions and meetings.
- Implementing a strategy for effective program evaluation and continuous improvement.

8.6 MONITORING, REPORTING AND RECORD KEEPING

8.6.1. 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 participants' case files, attendance records, and financial and bookkeeping records. Participants 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



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statements together with a request for payment by the tenth day of the following month.

Contractor will be required to provide the following reports:

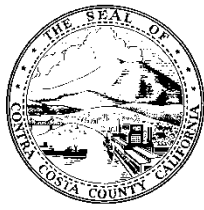
- Fiscal Reports including monthly expenditure reports developed by EHSD, including a line item cost report based on actual expenditures.
- Monthly Status Reports (MSR) as developed by EHSD are required. At a minimum, Contractor will be required to submit the following information:
Participants referred and enrolled, Services provided to each participant, Participants who completed the program, Participants who did not complete the program
- Financial and performance closeout reports at the end of the contract to reconcile statistical and financial information.

Recording Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls. Individual case files shall be maintained on each referred participant, and will include, but not be limited to, job assignment, time sheets, comprehensive case notes, 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.

8.7 CONTRACT MODIFICATIONS

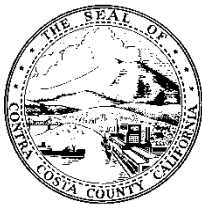
All contractors are ensuring, by signing the contract, that the negotiated price and services provided for in a contract cannot be changed without EHSD approval and a modification to the contract. All requests for modification must be submitted to EHSD with written justification.



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SECTION 9: FORMS

- 9.1. FORM A: Proposal Coversheet**
- 9.2. FORM B: Proposal Checklist**
- 9.3. FORM C: List of Board of Directors**
- 9.4. FORM D: Bidder's Statement of Qualifications**
- 9.5. FORM E: Contracts and Grants**
- 9.6. FORM F: Program Budget**

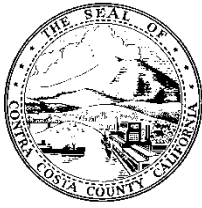


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9.1 FORM A: PROPOSAL COVERSHEET

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

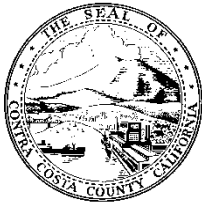
PROPOSAL COVER STATEMENT – RFP 1178	
BIDDER ORGANIZATION NAME	
ADDRESS	Bidder Phone
	Bidder Fax
	Web Address
CONTACT PERSON	Contact Phone
	Contact E-mail
	Contact Fax
ADDRESS OF PROGRAM (if different than above)	
PROGRAM TITLE and SERVICE CATEGORY (circle one) STEP-UP for CalWORKs	
COLLABORATIVE PARTNERS/SUBCONTRACTORS (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.1178 dated February 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 B: PROPOSAL CHECKLIST

Each respondent must submit a proposal in the following order with documents as described (unless otherwise noted). Upload first file saved as **"RFP1178 Your Agency Name-Proposal"** containing the following:

- ☐ **A. Proposal Cover Sheet** (FORM A) – attached as cover to each proposal
- ☐ **B. Proposal Checklist** (FORM B)
- ☐ **C. Table of Contents**
- ☐ **D. List of Agency Board of Directors** (FORM C)
- ☐ **E. Agency Organizational Chart** indicating how proposed project relates with other agency projects and programs.
- ☐ **F. Job Descriptions and Resumes** of Executive Director and key program staff
- ☐ **G. Bidder's Statement of Qualifications** (FORM D) completed and signed by the Agency Executive Director and President of Agency Board of Directors. (FORM D with original signatures must accompany original proposal.)
- ☐ **H. Bidder's Contracts and Grants** (FORM E), completed and signed by the Agency Executive Director and the President of the Board of Directors. (FORM E with original signatures must accompany original proposal.)
- ☐ **I. Proposal Narrative** (See Section 5.4.9)
- ☐ **J. Program Budget** (FORM F)
- ☐ **K. Fiscal Management Information Narrative** (See Section 5.4.11)
- ☐ **L. Fiscal Attachments**
One copy of the required financial documents as specified in sections 5.1.2, 5.1.3, and 5.1.4 must be attached to original proposal copy.
- ☐ **M. Agency Brochure** (as available)
- ☐ **N. Other Relevant Attachments**



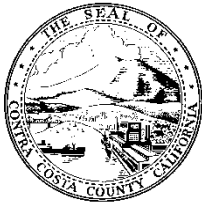
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9.3 FORM C: CURRENT BOARD OF DIRECTORS

1. Number of Board members required by agency's bylaws: _____
2. Number of members on current Board: _____
3. When and how often does the Board meet? _____
4. List current Board members below (or attach Board List in this format):

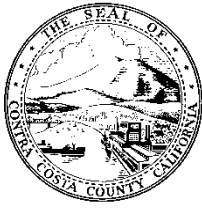
Member Name	Address	Occupation/ Affiliation	Board Position	# Years on Board

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



9.4 FORM D: BIDDER'S 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.



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FORM D, 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

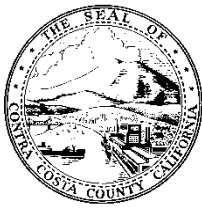
Printed Name and Title (Executive Director)

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.



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9.5 FORM E: CONTRACTS AND GRANTS

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

Contact Name/Phone #

Services Provided under Contract

Contractor/Grantor

Dates

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

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

Name and Title
(Executive Director)

Date

Name and Title
(Board President)

Date

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



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9.6 FORM F: PROGRAM BUDGET

General Instructions

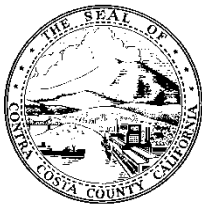
General Instructions

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)



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Identifier

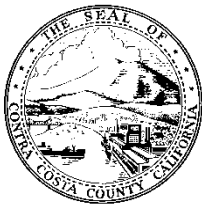
Please complete all fields that apply

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

Identifier

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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:

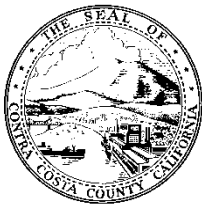
Contact Phone Number:

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:			

Budget Summary

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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:		\$ -

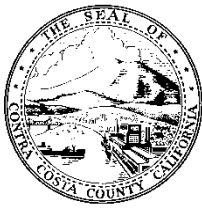
PERSONNEL & FRINGE BENEFITS NARRATIVE

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A&B. Personnel & Fringe Benefit

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CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY FOR KIDS (CALWORKS)
Subsidized Temporary Experience with Pay for the Under-Employed (STEP-UP) Program
Temporary Assistance for Needy families (TANF)

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:			\$ -

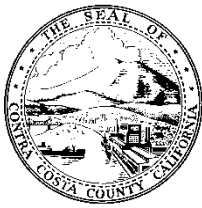
FRINGE BENEFITS
(IN-KIND)

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

PERSONNEL & FRINGE BENEFITS NARRATIVE (IN-KIND)

--

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



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Temporary Assistance for Needy families (TANF)

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

C. Travel

C. Travel – Itemize travel expenses of staff personnel by purpose (e.g., staff to 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. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

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)

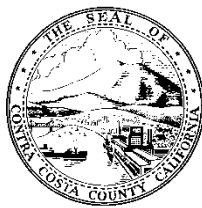
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TOTAL TRAVEL COSTS: \$ -

C. Travel

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

FURNITURE AND EQUIPMENT NARRATIVE

--

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

FURNITURE AND EQUIPMENT NARRATIVE (IN-KIND)

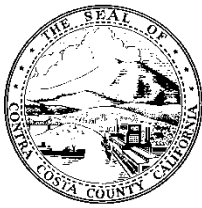
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FURNITURE AND EQUIPMENT TOTAL: \$ -

D. Furniture and Equipment

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Temporary Assistance for Needy families (TANF)

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

SUPPLIES NARRATIVE (IN-KIND)

--

SUPPLIES TOTAL: \$ -

E. Supplies

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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)

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FACILITIES AND INFRASTRUCTURE TOTAL: \$	-
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F. Facilities Infrastructure

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Temporary Assistance for Needy families (TANF)

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

CONSULTANT FEES NARRATIVE

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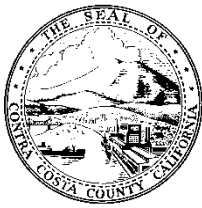
CONSULTANT FEES (IN-KIND)

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

CONSULTANT FEES NARRATIVE (IN-KIND)

--

TOTAL CONSULTANT FEES: \$ -



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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)

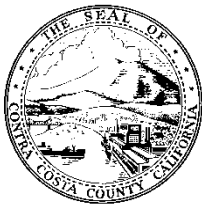
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TOTAL TRAVEL EXPENSES FOR CONSULTANTS: \$0

G. Consultants_Contracts

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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)

--

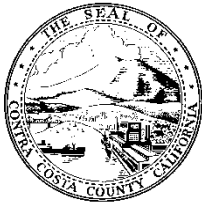
CONTRACTS TOTAL: \$ -

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

G. Consultants_Contracts

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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, enrolment 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

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PARTICIPANT COSTS (IN-KIND)

Item	Cost

IN-KIND TOTAL: \$ -

PARTICIPANT COSTS NARRATIVE (IN-KIND)

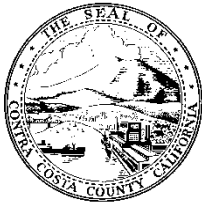
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PARTICIPANT COSTS TOTAL: \$ -

H. Participant Costs

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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

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OTHER COSTS (IN-KIND)

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

OTHER COSTS NARRATIVE (IN-KIND)

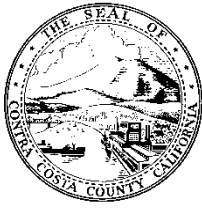
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OTHER COSTS TOTAL:	\$ -
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I. Other

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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

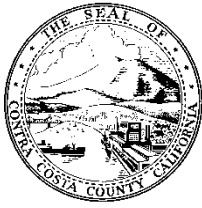
Should be Zero

For Informational Purposes Only

Data Validation

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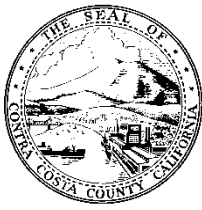
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SECTION 10: APPENDICES

- 10.1. Appendix G: Federal Subaward Conditions**
- 10.2. Appendix H: Contra Costa County General Conditions**



10.1. Appendix G: Federal Subaward Conditions

10.1 APPENDIX G: SAMPLE FEDERAL SUBAWARD CONDITIONS

The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR 200. For-profit subrecipients are subject to the subaward conditions and are required to follow federal regulations related to subaward.

I. Definitions:

- A. CFR means Code of Federal Regulations
- B. CFDA means Catalog of Federal Domestic Assistance
- C. Subrecipient – – Title 2 CFR section 200.93
Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- D. Subaward – – Title 2 CFR section 200.92
Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- E. Pass-through Entity – – Title 2 CFR section 200.74
Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

II. The pass-through entity is the County of Contra Costa.

III. The Subrecipient is _____.

IV. The Subrecipient's unique identification number is _____.

V. If applicable, the Federal Award Date is _____.

VI. If applicable, the Federal Award Identification Number (FAIN) is _____.

VII. The Subaward Period of Performance is from _____ to _____.

VIII. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: _____.

IX. The CFDA Number is _____.

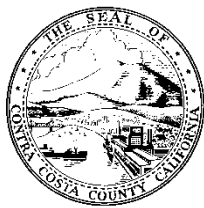
X. The Federal Program Title is _____.

XI. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.

XII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

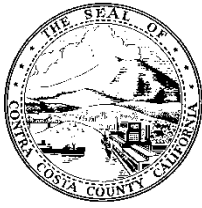
THIS SUBAWARD IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND PROVISIONS

Subrecipient must comply with the following regulations governing the use of federal and state funds.



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2 CFR Part 200 –Office of Management and Budget Guidance
2 CFR Part 376 – Nonprocurement, Debarment and Suspension;
45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards
45 CFR Part 80 – Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
45 CFR Part 81 – Practice and Procedure for Hearings under Part 80 of this Title;
45 CFR Part 82 – Government wide Requirements for Drug-Free Workplace (Financial Assistance);
45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
45 CFR Part 93 – New Restrictions on Lobbying;
45 CFR Part 95 – General Administration – Grants Programs (Public Assistance, Medical Assistance and State Children’s Health Insurance Programs.



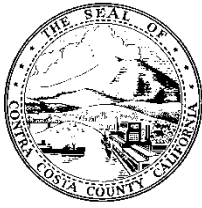
10.2. Appendix H: Contra Costa County General Conditions

10.2 APPENDIX H: GENERAL CONDITIONS

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

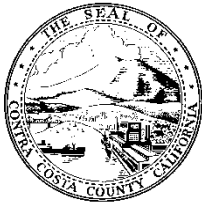
Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of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

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.



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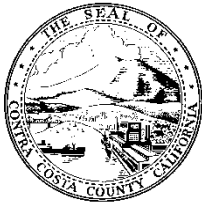
4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of



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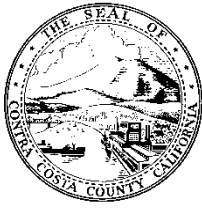
Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.



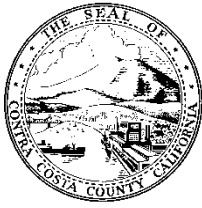
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14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.



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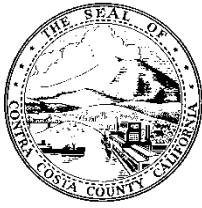
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no



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later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without



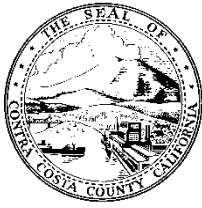
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the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants,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

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

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its



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records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.