



# CONTRA COSTA COUNTY

## Wraparound Services Program REQUEST FOR PROPOSALS (RFP) 1179

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The Contra Costa County Employment and Human Services Department (EHSD) Children and Family Services (CFS) Bureau is pleased to announce Request for Proposal (RFP) 1179. CFS is seeking one qualified community-based organization to deliver a Wraparound Services Program in Contra Costa County. These services are necessary to increase foster care placement stability for children and youth, achieve better mental health and educational outcomes for foster youth, and maintain cost neutrality. Senate Bill (SB) 163 provides for service alternatives to short-term residential therapeutic programs (STRTPs) care through the development of expanded family-based service programs or Wraparound Services.

Wraparound Services is a strengths-based planning process that occurs in a team setting to engage with children, youth, and their families and shifts focus away from a traditional service-driven, problem-based approach to care and instead follows a strengths-based, needs-driven approach. The intent is to build on individual and family strengths to help families achieve positive goals and improve well-being. Wraparound is also a team-driven process. From the start, a child and family team is formed and works directly with the family as they identify their own needs and strengths. The team develops a service plan that describes specific strategies for meeting the needs identified by the family.

Program funding is estimated at \$360,000 for the period July 1, 2021 through June 30, 2022. Funding may include County and State funds.

The County has the ability to award the successful Bidder a 12-month contract with the possibility of contract renewal and/or contract extension based upon satisfactory performance and available funding.

***Please read this entire packet carefully.***

**Final proposal submission will be due  
by 5:00 p.m. on Friday, March 26, 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 #1179**

**CHILDREN AND FAMILY SERVICES BUREAU**

**WRAPAROUND SERVICES PROGRAM**

The Contra Costa County Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau, announces the issuance of Request for Proposals (RFP) 1179, making available up to \$360,000 for qualified community-based organizations to deliver countywide expanded family-based service programs or Wraparound Services to children and youth in foster care under the Wraparound Services Program. Program funding is for the period July 1, 2021 through June 30, 2022 and is a maximum of \$360,000. The County has the ability to award the successful bidder a 12-month contract with the possibility of contract renewal and/or contract extension based upon satisfactory performance and available funding.

**Bidders' Proposals are due by 5:00 p.m. on Friday, March 26, 2021, without exception.** For complete RFP details and submission requirements, a copy of the RFP is available on the EHSD website: [www.ehsd.org/rfps](http://www.ehsd.org/rfps) or by calling (925) 608-4969.



**SECTION 2: RFP 1179 TIMELINE**

<b><u>Event/Location</u></b>	<b><u>Date</u></b>
RFP Published & Announced at website	Friday, March 5, 2021
RFP Questions due to EHSD	Friday, March 12, 2021
RFP Answers Published by EHSD	Wednesday, March 17, 2021
<b>Response to RFP Due</b>	<b>Friday, March 26, 2021</b>
EHSD Compliance Evaluation	March 29, 2021 – March 30, 2021
EHSD Fiscal Evaluation	March 31, 2021 – April 9, 2021
CFS Bureau RFP Evaluation Panel Review	April 12, 2021 – April 21, 2021
Award Letter Sent	April 2021
Appeal Period (10 business days after award letter issuance)	April 2021
Contract Negotiation and Processing	May 2021 June 2021
CCC Board of Supervisors' Authorization	May 2021 June 2021
Anticipated Contract Start Date	July 1, 2021

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

Contact (RFP Process only): EHSD Contracts Unit  
Contact Phone: (925) 608-4969  
Contact Email: contractbid@ehsd.cccounty.us



### **SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION**

#### **3.1 Solicitation**

The purpose of this Request for Proposal (RFP) is to identify and fund one (1) qualified community-based organization that has interest in delivering Wraparound Services for children and youth in the foster care system throughout Contra Costa County (countywide). By subcontracting Wraparound Services, Children and Family Services Bureau seeks to help families achieve positive goals and improve well-being and allow children and youth to live and grow up in a safe permanent family environment.

The successful respondent is expected to have demonstrated expertise in providing Wraparound Services to children and youth in the foster care system. Further, the respondents are expected to demonstrate knowledge about all types of Wraparound Services and offer programs that are culturally sensitive/responsive when working with children and youth from diverse populations.

#### **3.2 Qualified Bidders**

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

- A capacity for collaboration and interagency coordination.
- Attest to their qualifications on Form #2, Statement of Qualifications (see Section 9. REQUIRED FORMS).

#### **3.3 Estimated Funding**

EHSD will award one (1) twelve month standard contract to one (1) selected agency. The total award will not exceed \$360,000 to fund the Wraparound Services countywide. The initial contract period is from July 1, 2021 through June 30, 2022. Funding consists of State 2011 Realignment funds and County funds. The Contra Costa County Employment and Human Services Department (EHSD) will administer these funds.

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

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



### **3.4 Questions**

Questions regarding the RFP should be addressed to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us). All questions submitted by Friday, March 12, 2021 will be answered and posted at the RFP website by Wednesday, March 17, 2021 under RFP 1179. Please check the "Q and A" document before submitting your proposal to view all questions and answers regarding this bid.

### **3.5 Ex Parte Communication**

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

### **3.6 Right to Amend or Cancel**

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

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

### **3.7 Restriction and Disclosure**

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

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



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



## **SECTION 4: PROGRAM DESCRIPTION**

### **4.1 General**

The mission of CFS is to promote the well-being and safety of children, youth, families, and communities. As such, CFS recognizes the value of supporting children and youth with services that increase foster care placement stability, achieve better mental health and educational outcomes, and maintain cost neutrality.

According to the California Department of Social Services (CDSS) website, <https://www.cdss.ca.gov/inforesources/cdss-programs/foster-care/wraparound/background-history>, in 1997, Wraparound Services was established in California under Senate Bill (SB) 163 (Chapter 795, Statutes of 1997) which allows California counties to develop a Wraparound Services program using State and County Aid to Families with Dependent Children - Foster Care (AFDC-FC) dollars. This legislation permits counties to use the funding that would otherwise be used for STRTP placement to instead be used for wraparound planning and service delivery. The intent of the legislation was to return children and youth to their homes and communities or help children and youth at imminent risk of STRTP placement to remain in their homes. Wraparound Services may also be used for children and youth who are eligible for Adoption Assistance Program benefits.

The SB 163 Legislation requires Wraparound Services to:

- Be family centered, individualized, culturally relevant, and strength based;
- Be team and community based;
- Identify and rely on a family's natural and community supports,
- Develop a child and family team plan to identify service needs;
- Place child in the least restrictive environment;
- Track and evaluate outcomes;
- Reinvest cost saving into child welfare programs.

Wraparound Services can eliminate barriers to service delivery by supporting and strengthening families. In addition, Wraparound Services can reduce the risk of out-of-home placement and recidivism by bringing individuals, agencies, and the community together as a decision-making team with the central focus on meeting the needs of the child and family.

### **4.2 Purpose and Scope of Work**

The purpose of the Wraparound Services Program is to successfully transition the target youth population from STRTPs into family-based or less restrictive service settings. Additionally, the goal is to increase placement stability, achieve better mental health and educational outcomes for the youth, and maintain cost neutrality. Another goal of Wraparound Services is to help children and youth at imminent risk of placement





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in STRTPs to remain in their homes. At-risk youth in highly restrictive settings will have opportunities to transition into family-based services.

The target population consists of children and youth under the age of 18 placed in the County's care, who are involved in the Child Welfare system, Mental Health system, or Juvenile Probation system. This includes: 1) Youth at risk of placement in short-term residential therapeutic programs (STRTPs), 2) Youth currently placed in STRTPs, 3) Youth returning from STRTP care to their homes and communities.

Wraparound Services will provide countywide family support services appropriate for the identified populations. The successful bidder will adhere to the following Wraparound Services guidance issued by the California Department of Social Services (CDSS) and found at <https://www.cdss.ca.gov/inforesources/cdss-programs/foster-care/wraparound/letters-and-notices>

1. All County Information Notice (ACIN) I-52-15, July 29 2015 – Updated Standards for California Wraparound
2. ACIN I-15-18, March 23, 2018 - California Wraparound Training Guidelines
3. ACIN I-38-20, May 1, 2020 - Early Childhood Wraparound Resource Guide for Serving Children from Birth to Five Years.

The basic fundamentals of Wraparound include:

1. Family Voice and Choice
2. Team-Based Decision Making
3. Natural Supports
4. Collaboration
5. Community-Based Service Delivery
6. Culturally Respectful and Relevant
7. Individualized Services
8. Strengths-Based Support
9. Persistence
10. Focus on Outcomes

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

Funds through Wraparound Services will target the following outcomes:

- Improved outcomes related to safety, permanence and well-being for the children and youth receiving services.
- Reduce unplanned placement disruptions.
- Improve family functioning as evidenced by reunification or a decreased rate of re-entry into out of home care.
- Ensure children and youth receive necessary services in order to transition into less restrictive placement settings.



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Services delivered as part of Wraparound Services may include, but are not limited to:

1. Referral and Intake
2. Initiating Engagement & Explaining Wraparound Services
3. Comprehensive Initial Assessment
4. Safety Planning and Family Team-Building
5. Wraparound Services Action Plan
6. Wraparound Family Team Meetings
7. Transition Planning

**4.3 Minimum Qualifications**

**Agency:**

1. Agency will provide sufficient, experienced, qualified, licensed and trained staff to deliver required services identified within this RFP.
2. Successful agency will have a culturally competent staff that are extremely knowledgeable of County Welfare requirements and community resources.
3. Extensive experience providing Wraparound services in cooperation with a child welfare agency.
4. Knowledge of child welfare and regulations such as the Welfare and Institutional Codes (W&I).
5. Knowledge of applicable laws relevant to safety, permanency and well-being of children.
6. Possesses strong collaboration skills and is able to collaborate with internal and external partners.
7. Demonstrates cultural sensitivity when working with families and youth from diverse populations and provides relevant interventions to address the needs of participants from varying backgrounds, including but not limited to ethnicity, culture, religion and sexual orientation, gender identification and expression (SOGIE).
8. Ensures staff are trained in and utilize trauma-informed techniques when working with youth and families.
9. Experience working with families in a social work context, ability to establish rapport and build a positive relationship, thorough knowledge of family dynamics and child development, and utilizes community resources applicable to case referral needs.
10. The selected agency will make every effort to employ direct service staff who are bilingual and available to provide services to a variety of monolingual families, including, but not limited to, Spanish, Chinese and other languages as needed.
11. The selected agency will ensure all employed staff working on this program have Department of Justice, LiveScan and Child Abuse Index Clearance.
12. The selected agency will provide or partner with other qualified community partners to deliver Annual Mandated Reporter Trainings to staff.



**Staffing:**

The successful bidder is expected to employ staff that can support and deliver the Wraparound Services. Employees supporting this program are expected to meet the following criteria:

1. Qualifications, experience and licensing necessary to support the deliverables of this program.
2. Extensive experience required in Child Welfare, working with caregivers and youth, and family engagement activities.
3. Experience working with youth from diverse populations, including but not limited to ethnicity, religious backgrounds and sexual orientation, gender identity expression (SOGIE).
4. Bilingual language capability, including but not limited to, Spanish, Chinese and other languages as needed.
5. CPR Training and Certification for all age groups.
6. Health Screenings.
7. Department of Justice, LiveScan and Child Abuse Index Clearance.
8. All staff are Mandated Reporters. Any information indicating suspected child abuse or neglect, disclosed by children or youth must be reported to the CFS Social Worker or to the CFS Screening Hotline.

**4.4 Program Monitoring and Evaluation**

EHSD will actively monitor services provided by the agency awarded the contract through this RFP. At a minimum, for program monitoring and evaluation, the agency will be expected to:

1. Perform all services without material deviation from an agreed-upon Service Plan.
2. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms supplied by EHSD.
3. Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD, which may require active collaboration and cooperation with other agencies providing similar services.
4. Utilize a web-based database and data reporting tools (minimum Excel format), to input case management activities and other program related tasks and deliverables.
5. Participate in program monitoring by County which will include a collaborative review of client eligibility and progress, as well as a review of documentation reflecting progress toward meeting services and outcome objectives.
6. Participate in fiscal monitoring which may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.
7. Attend all mandatory meetings, trainings, etc.
8. Complete and submit a monthly SB163 Census Report and other information as requested from EHSD.



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**Documentation/Record Keeping:**

1. Gather statistical data for measuring progress on performance outcomes and goals and communicate to CFS.
2. Organize document case plans, case files, etc., and ability to share information with CFS when requested, using the CFS approved method of information sharing.
3. Submit monthly billings to the county with monthly SB163 Census Report, tying back to services provided and families served, in accordance with County guidelines.
4. Collect, measure, and report data as required by the CDSS and/or CFS as specified.
5. Ensure all known instances of child abuse or neglect are reported to a Child Protective agency as defined in Penal Code section 11165.7. This responsibility shall include:
  - a. A requirement that all employees, consultants or agents performing services under this Contract who are required by the Penal Code Section 11165.7 to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and will comply with them.
  - b. Establishing procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under Penal Code 11165.7 gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

**Upon contract award, EHSD will:**

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

**Additional Information for RFP Bid Proposal Responses:**

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

- Proposals must include a plan that addresses the service deliverables identified in this RFP.
- Proposals must include descriptions of the services to be provided along with the identified population and service location(s).
- Proposals must include an estimate of how many families and youth will be served by the agency.



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- Proposals must define the specific outcomes that will be achieved.
- Proposals must address any barriers to service accessibility and a plan to remove those barriers.
- Bidder must demonstrate a capacity for collaboration and interagency coordination.
- Bidder must have a viable plan for ongoing financial support of the local support services programs that demonstrates decreased reliance on state funds.
- Bidder must describe how they will develop and/or maintain the necessary community supports.
- Bidder must outline outcome improvement goals for the program.



## SECTION 5: REQUIRED PROPOSAL FORMAT

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

### 5.1 General Submittal Requirements

**Electronic Submission** – Bidders must send an email to [Contractbid@ehsd.cccounty.us](mailto:Contractbid@ehsd.cccounty.us) with the Subject: RFP 1179 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 one business day of receipt. **Be sure to allow enough time to receive the instructions and meet the submission deadline of Friday, March 26, 2021 by 5:00 p.m.**

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

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

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

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

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 statement attesting to his/her withdrawal of the proposal.



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

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

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

## **5.2 Formatting Requirements**

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

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

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

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

## **5.3 Required Documents**

Forms #1-4 (attached to this RFP) are to be fully completed and attached in the order indicated on the Proposal Checklist shown in Section 8. Electronic templates of the required forms will be provided to all those requesting access to the electronic submission portal (One Drive) as described in General Submittal Requirements 5.1.

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



## 5.4 Proposal Outline

### **Proposal Cover Statement** (Form #1)

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

### **Table of Contents**

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

### **Program Narrative** (maximum of 15 pages)

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

#### **1. Agency Overview** Describe briefly and concisely:

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

#### **2. Agency Experience** Describe briefly and concisely:

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





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

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

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

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

**3. Program Proposal Implementation of Services and Scope of Work**

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

**Performance Objectives**

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

Performance Objectives must:

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



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Program Evaluation

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

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

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

Collaboration and Coordination

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

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

**Program Implementation and Oversight**

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



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

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

**Cultural Sensitivity**

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

**Statement of Qualifications** (Form #2)

Complete Form #2, Statement of Qualifications.

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

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

1. Overall system (accrual, double-entry, automated or manual)
2. Timekeeping system
3. Inventory system
4. Payroll system
5. Cost allocation plan and methodology
6. Ledger system for receivables, payables, expenses, disbursements, petty cash

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

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

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

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



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

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

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

**Program Budget and Budget Narrative (unlimited pages)**

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

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

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



## **SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD**

### **6.1 Evaluation Process**

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

### **6.2 Compliance Review**

Compliance Review is a Pass/Fail evaluation.

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

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

### **6.3 Fiscal Review**

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

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

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

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

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



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

#### 6.4 Bureau Review Committee

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

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

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

#### 6.5 Scoring Methodology

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

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



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

## 6.6 Appeals Process

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

All bidders will receive an email notification from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request by email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) within ten (10) business days from the date email is sent of the award status. The appeal will be conducted in accordance with the EHSD process.

All written letters of appeal must state the following:

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

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

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

An appeal would not be allowed:

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

Notification of a final decision on an appeal shall be made by email notification to the bidder.



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

### **6.7 Contract Award and Negotiations**

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

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

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

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

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

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

### **6.8 Contract Terms and Litigation Warranty**

EHSD will negotiate contract agreements with the successful Bidder. 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 Bidder 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 Bidder; however, EHSD reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.





## **SECTION 7: CONTRACTING REQUIREMENTS**

### **7.1 County Contract Requirements**

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

Parties to the Contract

Effective Dates

Legal Type

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

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

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

Provisions for audit

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

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

### **7.2 Additional Requirements**

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

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



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

### **7.3 Type of Contract**

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

### **7.4 Discrimination and Confidentiality**

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

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



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

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

### **7.5 Monitoring, Reporting and Record Keeping**

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

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

Contractor will be required to provide the following reports:

- Fiscal Reports including monthly expenditure reports developed by EHSD, including a line item cost report based on actual expenditures.
- Monthly SB163 Census Reports

At a minimum, Contractor will be required to submit the following information:

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls. Complete any required State data collection forms as supplied by EHSD. Maintain adequate records of service provision to document



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compliance with service plan and information on the performance outcomes stated in this RFP.

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



**SECTION 8: PROPOSAL CHECKLIST**

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

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

**Addendums**

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

**Fiscal Attachments**

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



**SECTION 9: REQUIRED FORMS**

*All forms must be completed and attached to submitted proposals*

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



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**9.1 FORM #1: Proposal Cover Statement**

**9.1 FORM #1: Proposal Cover Statement**

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

<b>PROPOSAL COVER STATEMENT – RFP 1175</b>	
<b>BIDDER ORGANIZATION NAME</b>	
<b>ADDRESS</b>	<b>Bidder Phone</b>
	<b>Bidder Fax</b>
	<b>Web Address</b>
<b>CONTACT PERSON</b>	<b>Contact Phone</b>
	<b>Contact E-mail</b>
	<b>Contact Fax</b>
<b>ADDRESS OF PROGRAM (if different than above)</b>	
<b>PROGRAM TITLE and SERVICE CATEGORY (circle one)</b>  <b>Comprehensive Respite Services</b>	
<b>COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)</b>	
<b>AMOUNT OF FUNDING REQUEST</b> TOTAL AMOUNT REQUESTED \$ _____	
<b>FEDERAL EMPLOYER NUMBER</b>	<b>501(C)(3) EXEMPTION</b> _____
<b>AGENCY PRIOR YEAR NET OPERATING BUDGET</b> \$ _____	
<b>AUTHORIZATION</b> <i>We submit the attached response to the Notice of Request for Proposal No. 1175 dated January 2021 and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</i>	
<b>AUTHORIZED REPRESENTATIVES: (two signatures required)</b>	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



**9.2 FORM #2: Statement of Qualifications**

**9.2 FORM #2: Statement of Qualifications**

1. List any licenses or certifications held by the agency, with expiration dates.
2. a) Who administers the agency's fiscal system?  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Title: \_\_\_\_\_  
Work Schedule: \_\_\_\_\_  
b) What CPA firm prepares the agency's annual audit?  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address \_\_\_\_\_
3. Number of years' bidder operated under the present business name. List related prior business names, if any and timeframe for each.
4. Number of years' bidder has provided the services described in this proposal or related services.
5. Has bidder failed or refused to complete any contract? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, briefly explain.
6. Is there any past, present or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, briefly explain.
7. Does bidder have a controlling interest in any other firm(s)? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, specify below.
9. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.





**9.2 FORM #2: Statement of Qualifications**

**FORM #2, Continued**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title (Executive Director)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title (Board President)

**Note: When more than one agency will collaborate in providing services(s), above signatures are required of only the lead agency. Lead agency will certify that each member of the agency consortium will meet service and fiscal requirements.**



**9.3 FORM #3: Board of Directors**

**9.3 FORM #3: Board of Directors**

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

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

5. Describe key roles and responsibilities of the Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**9.4 FORM #4: Program Budget**

**9.4 FORM #4: Program Budget**

General Instructions

General Instructions

Budget Detail Worksheet for **Cost Reimbursement** Budgets

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

**Record Retention:** Contractors must retain all documents pertaining to this contract for **five years** from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractors must make those records available to authorized representatives of the County, the State of California, and the United States Government.  
source: (General Conditions, Contra Costa County Standard Form L-5)

For Informational Purposes Only



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**9.4 FORM #4: Program Budget**

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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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

Contract:

**Budget Summary (Cost Reimbursement)**

This Worksheet is locked.

Information provided in tabs A through J will be summarized below.

Legal Entity Name:

Doing Business As (DBA):

Contact Name:

Contact Email:

Contact Phone Number:

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



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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

**Contract:**

**A&B. Personnel & Fringe Benefit**

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

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

**PERSONNEL**

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

**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)
\$ -		\$ -
<b>TOTAL:</b>		<b>\$ -</b>

**PERSONNEL & FRINGE BENEFITS NARRATIVE**

--



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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

Contract:  
A&B. Personnel & Fringe Benefit

**PERSONNEL (IN-KIND)**

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

**FRINGE BENEFITS  
(IN-KIND)**

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

**PERSONNEL & FRINGE BENEFITS NARRATIVE (IN-KIND)**

--

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



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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

Contract:

C. Travel

C. Travel – Itemize travel expenses of staff personnel by purpose (e.g., travel 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)**

--

**TOTAL TRAVEL COSTS:** \$ -

C. Travel

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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

Contract:

D. Furniture and Equipment

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

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

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

**FURNITURE AND EQUIPMENT NARRATIVE**

--

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

**FURNITURE AND EQUIPMENT NARRATIVE (IN-KIND)**

--

<b>FURNITURE AND EQUIPMENT TOTAL: \$ -</b>
--

D. Furniture and Equipment

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## 9.4 FORM #4: Program Budget

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

**Contract:**

### E. Supplies

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

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

## SUPPLIES NARRATIVE

--

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

**SUPPLIES NARRATIVE (IN-KIND)**

FOI

**SUPPLIES TOTAL: \$ -**

## 9.4 FORM #4: Program Budget

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

**Contract:**

### F. Facilities Infrastructure

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

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

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

## FACILITIES/INFRASTRUCTURE COSTS

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

## FACILITIES/INFRASTRUCTURE COSTS NARRATIVE

--

## FACILITIES/INFRASTRUCTURE COSTS (IN-KIND)

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

### **FACILITIES/INFRASTRUCTURE COSTS NARRATIVE (IN-KIND)**

For information on this and other products, visit [www.pearsoncmg.com](http://www.pearsoncmg.com)

FACILITIES AND INFRASTRUCTURE TOTAL: \$



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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

Contract:

G. Consultants Contracts

**G. Consultants/Contracts -**

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

CONSULTANT FEES		Computation			
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**

--

**CONSULTANT FEES (IN-KIND)**

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

**CONSULTANT FEES NARRATIVE (IN-KIND)**

scroll

--

**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)**

--

**TOTAL TRAVEL EXPENSES FOR CONSULTANTS:** 30

G. Consultants\_Contracts

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9.4 FORM #4: Program Budget

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants\_Contracts

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

CONTRACTS

Item	Cost
TOTAL: \$ -	

CONTRACTS NARRATIVE

--

CONTRACTS (IN KIND)

Item	Cost
IN-KIND TOTAL: \$ -	

CONTRACTS NARRATIVE (IN-KIND)

--

CONTRACTS TOTAL: \$ -

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



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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

Contract:

H. Participant Costs

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

**PARTICIPANT COSTS**

Item	Cost

**TOTAL: \$** -

**PARTICIPANT COSTS NARRATIVE**

--

**PARTICIPANT COSTS (IN-KIND)**

Item	Cost

**IN-KIND TOTAL: \$**

**PARTICIPANT COSTS NARRATIVE (IN-KIND)**

--

**PARTICIPANT COSTS TOTAL: \$** -

H. Participant Costs

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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

Contract:

I. Other

**I. Other Costs** - Costs that do not belong to the other listed categories should be included here. Indirect costs should be listed here.

Only allowable costs under the subaward should be listed. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

**OTHER COSTS**

Description	Cost
Add OTHER COSTS	
<b>TOTAL:</b>	\$ -

**OTHER COSTS NARRATIVE**

--

**OTHER COSTS (IN-KIND)**

Description	Cost
Add OTHER COSTS	
<b>IN-KIND TOTAL:</b>	\$ -

**OTHER COSTS NARRATIVE (IN-KIND)**

--

<b>OTHER COSTS TOTAL:</b>	\$ -
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I. Other





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**9.4 FORM #4: Program Budget**

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

Contract:  
Data Validation

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

	From Budget Summary	From Tabs	Difference
Personnel	0.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00
Travel	0.00	0.00	0.00
Furniture and Equipment	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
Facilities and Infrastructure	0.00	0.00	0.00
Consultants/Contracts	0.00	0.00	0.00
Participant Costs	0.00	0.00	0.00
Other	0.00	0.00	0.00
	0.00	0.00	0.00

For Informational Purposes Only

## SECTION 10: APPENDICES

### 10.1 Electronic Submission

Bidders must send an email to [Contractbid@ehsd.cccounty.us](mailto:Contractbid@ehsd.cccounty.us) with the Subject: RFP 1179 Bidder Request for OneDrive Link. 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 one business day of receipt. **Be sure to allow enough time to receive the instructions and meet the submission deadline of Friday, March 26, 2021 at 5:00 p.m.**

All Bidders must submit **one (1) original** proposal package electronically with original signatures (in blue ink) no later than 5:00 p.m. on Friday, March 26, 2021.

### 10.2 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.



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- 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.

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.



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**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



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

- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
  - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
  - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the



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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.
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



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within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable



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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





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as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

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

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

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

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

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership



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of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written



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approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

**27. Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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



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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.