



CONTRA COSTA COUNTY

Substance Abuse Testing Services REQUEST FOR PROPOSAL (RFP) 1183

The Contra Costa County Employment and Human Services Department (EHSD) Children and Family Services (CFS) Bureau is pleased to announce Request for Proposal (RFP) **1183** seeking qualified entities with expertise and experience in providing court mandated substance abuse testing and related services for Contra Costa County child welfare cases.

Program funding is estimated at \$632,520 for the period July 1, 2022 through June 30, 2024. Funding may include County and State funds.

The County has the ability to award the successful Bidder a 24-month contract with the possibility of a twelve (12) month 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, February 18, 2022**

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 #1183
CHILDREN AND FAMILY SERVICES BUREAU
SUBSTANCE ABUSE TESTING SERVICES**

The Contra Costa County Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau, announces the issuance of Request for Proposal (RFP) **1183**, making available up to \$632,520 for qualified entities with interest, expertise and experience in providing court mandated randomized substance abuse testing and related services for Contra Costa County child welfare clients. Program funding is for the period July 1, 2022 through June 30, 2024 and is a maximum of \$632,520. The County has the ability to award the successful bidder(s) a 24-month contract with the possibility of a 12-month contract renewal and/or contract extension based upon satisfactory performance and available funding.

Bidders' Proposals are due by 5:00 p.m. on Friday, February 18, 2022, without exception. For complete RFP details and submission requirements, a copy of the RFP is available on the EHSD website: <https://ehsd.org/overview/contracting-opportunities/> or by calling (925) 608-4969.



SECTION 2: RFP TIMELINE

<u>Event</u>	<u>Date</u>
RFP Published & Announced	January 13 – 15, 2022
RFP Questions due to EHSD	January 28, 2022
Responses to RFP Questions Published by EHSD	February 4, 2022
RFP Proposal Response Submission Due Date	February 18, 2022
EHSD Compliance Review and Evaluation	February 22 – 24, 2022
EHSD Fiscal Review and Evaluation	February 25 – March 10, 2022
CFS Bureau Committee Review and Evaluation	March 14 – March 28, 2022
Award Letter Notification	March 30, 2022
Appeal Period (10 business days after Award Letter issuance)	March 30 - April 13, 2022
Contract Negotiation and Processing	April – May 2022
CCC Board of Supervisors' Authorization	May – June 2022
Anticipated Contract Start Date	July 1, 2022

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

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

Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1183" in the subject line. Questions must be submitted by the RFP Questions due to EHSD date referenced in the schedule above. Responses to questions will be posted on the EHSD website at <https://ehsd.org/overview/contracting-opportunities/> under this RFP by the Responses to RFP Questions date referenced in the schedule above.



SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this Request for Proposal (RFP) is to identify and fund at least one (1) qualified organization that has interest, experience and expertise in delivering court mandated randomized substance abuse testing services within Contra Costa County (countywide), as well as outside of Contra Costa County (Out-of-County) for child welfare clients referred by Children and Family Services (CFS).

Substance abuse can indicate a significant risk of abuse and/or neglect towards any children under the care of the addicted individual. When such a risk is identified, individuals receiving services through CFS child welfare are required to submit specimens for drug testing in order to assure compliance with treatment plans and/or court orders.

The successful respondent is expected to have demonstrated expertise and experience in providing accredited substance abuse testing for illicit drugs and/or alcohol, coupled with supporting services that conforms to the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Service Administration (SAMHSA), and the National Institute on Drug Abuse (NIDA) requirements.

3.2 Qualified Bidders

Eligible Bidders are agencies that on their own, or in formalized partnership with other organizations, have adequate controls and personnel to provide comprehensive Substance Abuse Testing and Supportive Services as defined in Section 4.

Respondents must have:

- Documented success providing services that are the same or similar to those requested in this RFP to child welfare clients or similar at-risk populations;
- Demonstrated experience collaborating and coordinating program services with other organizations;
- Attest to their qualifications on Form #2, Statement of Qualifications (see Section 9. REQUIRED FORMS).

Respondents who do not currently operate in the East Bay region must demonstrate the knowledge and capacity to respond to the needs of Contra Costa County's child welfare clients.



Should a consortium or collaboration of organizations respond to this RFP, the proposal must clearly demonstrate that all contractual responsibility (i.e. administration, coordination, implementation and performance) rests solely with one legal entity and that the proposed arrangement would enable the Bidder to provide timely, efficient, and quality services.

3.3 Estimated Funding

EHSD anticipates awarding a twenty-four (24) month standard contract to at least one (1) selected agency. The combined total award will not exceed \$632,520 broken down into \$316,260 per twelve (12) month period, to fund Substance Abuse Testing and Services requested under this RFP. The initial anticipated contract period is from July 1, 2022 through June 30, 2024.

Contract(s) resulting from this RFP may potentially be renewable for one (1) additional year at the discretion of EHSD.

Purchase of services are expected to be on a fee for service basis. Alternate budget options can be considered, (i.e., cost reimbursement), however, must include a compelling reason and competitive bid. There is no minimum number of referrals guaranteed by the County.

Funding consists of State 2011 Realignment funds and County funds. EHSD will administer these funds.

Funding levels are dependent upon California State Legislation.

3.4 Questions about RFP

Potential Bidders may pose questions about the RFP process or content by submitting questions to EHSD.

Questions about RFP content must be submitted via email to contractbid@ehsd.cccounty.us by the "RFP Questions due to EHSD" date referenced in Section 2, RFP Timeline. All questions submitted in accordance with the schedule will be answered with responses posted on the EHSD website under this RFP at <https://ehsd.org/overview/contracting-opportunities/>. Upon conclusion of the "RFP Questions due to EHSD" date referenced in Section 2, RFP Timeline, only RFP process related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us. Emails should include "RFP 1183" in the subject line.



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 EHSD staff directly to provide information regarding this RFP to any Bidder.

3.6 Right to Amend or Cancel

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

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

3.7 Restriction and Disclosure

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

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

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



SECTION 4: PROGRAM DESCRIPTION

4.1 General

The mission of Contra Costa County EHSD, 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 stability and reduce the risk of child abuse and/or neglect, allowing children and youth to reside in a safe and nurturing home.

4.2 Purpose and Scope of Work

CFS provides mandated child welfare services in Contra Costa County. Core services include investigations of alleged child abuse and neglect, court ordered and voluntary family maintenance, family reunification, permanent placement, and adoptions. As part of these services, CFS is required to provide Substance Abuse Testing to clients ordered by the court to remain drug and alcohol free as a condition of regaining and/or maintaining custody of their children.

Substance Abuse Testing Services under this RFP are intended for clients referred by Contra Costa County CFS and who reside in or outside of Contra Costa County. The target population of this program include parents and legal guardians of children involved with CFS child welfare, whose case plan requires submission of specimens for drug and/or alcohol testing as mandated by court order.

As of October 2021, over 3,700 drug tests were administered in the prior 12 months for open child welfare cases in Contra Costa County. Approximately 94% were administered within Contra Costa County (i.e., In-County Testing) and the remaining 6% administered outside of Contra Costa County i.e., Out of County Testing).

Successful Bidder(s) will be expected to deliver Substance Abuse Testing Services and corresponding Supportive Services as indicated below.

Substance Abuse Testing Services

Substance Abuse Testing Services include random accredited testing of specimens for illicit drugs and/or alcohol, coupled with related supporting services for child welfare clients referred by Contra Costa County CFS. Bidders should have sufficient capacity to handle a volume of up to 1,500 tests per month. The actual volume will vary, depending on need, with no minimum quantity guarantee.

Substance Abuse Testing and Supportive Services provided by Bidder must be accredited and conform to the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Service Administration (SAMHSA), and the National Institute on Drug Abuse (NIDA) requirements. Bidder must provide urinalysis



specimen testing as the primary testing method. In addition, Bidder must provide alternative methods of testing, such as oral swab testing, hair testing, blood testing, patch testing, and the like.

Bidder must be able to provide commercial, accredited "In County" laboratories (i.e., Collection Sites), in Central, West and East Contra Costa County that operate Monday through Friday during normal business hours. In addition, In County Collection Sites must provide specimen collection on evenings and weekends. Reference map: <http://www.cccounty.us/DocumentCenter/Home/View/919>

Bidder must be able to provide commercial, accredited "Out-of-County" laboratories, (i.e., Collection Sites), which can be utilized upon request, on a case by case basis for clients residing outside of Contra Costa County. Out-of-County sites must operate Monday through Friday during normal business hours. It is preferred, although not required that Out-of-County sites provide specimen collection on evenings and weekends.

Provide full service, randomized and on-demand testing services including all necessary supplies (i.e., forms, collection kits, vials, swabs, lock boxes, labels, shipping bags, and the like), for referred donors.

Provide for the sharing of test results with the CFS Point of Contact.

Randomized testing requires bidders deliver a scientifically valid methodology to select random dates and times for client testing at a frequency level designated by CFS depending on client's needs. On-demand testing requires Bidder to support CFS clients referred for immediate, typically same day, testing.

Collection Sites must be accessible for persons with disabilities, and be easily accessible by public transportation.

Collection Sites must provide observed specimen collection for all collections. Urinalysis testing requires observation by the same gender staff as donor.

Bidder must be able to provide a professional, supportive, culturally sensitive and respectful environment for CFS clients.

Bidder must follow appropriate chain of custody procedures and rules for drug testing and guarantee that all collections will be closely observed.

It is the responsibility of the Collection Site to ensure the appropriate and timely delivery of the specimen to the testing laboratory.

Bidders must have the ability to test for PH as well as all drugs and drug classes, including but not limited to the following drugs/substances:



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- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine metabolites
- Opiates/Expanded Opiates
- Methadone
- Phencyclidine
- Marijuana metabolites
- Alcohol
- Validity Testing (includes Creatinine)
- Cannabimimetics GC/MS (aka spice)
- Gamma-Hydroxybutyric acid (GHB)
- Bath Salt
- Specialized testing (that may not be part of standard panel for individual case need)

In addition to immunoassay screening, testing methods must include confirmation of all positive screens by GC/MS and must meet appropriate federal standards/regulations and any other relevant requirements for substance abuse testing.

Screen for specimen adulteration/validity, as appropriate.

Ensure appropriate sample storage procedures.

Administer specimen testing and follow chain of custody procedures similar to those used by SAMHSA to ensure a strict chain of custody is maintained for the sample from the time it is taken, through the testing process, to its final disposition.

County reserves the right to require approval of processing laboratory.

Provide consultation on specific drug test results including possible influence of prescribed and over the counter drugs on drug test results.

Provide capability for re-testing of specimens if/as needed, in accordance with state and federal statutes.

Maintain Client records and testing results in a manner consistent with state and federal statutes.

Provide and make available general protocol affidavits and/or litigation packages, including expert witness appearance and testimony at Contra Costa County Juvenile Court hearings if/when subpoenaed, to verify/explain testing procedures and outcomes.



Provide letters that may be utilized for case file and/or court purposes to address test results, testing anomalies, testing issues, and the like on a case-by-case basis.

Supportive Services - Administration

Bidders must have and demonstrate:

Established procedures to receive and process daily referrals from CFS, including but not limited to: electronic/faxed authorizations, assigning collection site, verifying client identity, explaining the testing process to clients, completing any necessary agreements and release forms, and notifying CFS when a client's behavior is disruptive or threatening.

Ability to deliver a scientifically valid methodology to select random dates and times for client testing at a frequency level designated by CFS depending on client's needs.

Provide a procedure for client notification of random testing location/date/time in English and Spanish at a minimum, and other languages upon request. Bidder will provide at minimum, a toll free telephone line with daily up-to-date client testing notifications.

Established procedures for provision of supplies/materials to collection sites if/as needed.

Procedures to track and report missed tests to CFS for failed donor appointments.

Bidder must provide a direct point of contact and backup support that is knowledgeable, experienced and able to provide responsive, on-time delivery of Supportive Services required under this RFP.

Work closely with designated CFS staff in order to administer services identified under this RFP.

Supportive Services - Reporting

Bidder's must deliver timely reporting procedures for notification of test results to CFS staff, while maintaining the highest level of confidentiality, integrity and chain of custody rules.

Bidder's must collect, measure, and report data as required by CFS to support Drug Testing Service results. Reporting must have flexibility for report delivery, (*i.e.*, on demand, daily, weekly, monthly, etc.).

Provide for the sharing of test results with the CFS Point of Contact.

All communications involving confidential information must follow appropriate security protections.



4.3 Minimum Qualifications

Agency Requirements:

Successful Bidder(s) is(are) expected to meet the following criteria:

- A. Be an accredited agency with the following minimum licensure/certification requirements:
 - 1. Hold a current license with the California Department of Public Health, where applicable.
 - 2. Hold current accreditation with Clinical Laboratory Improvement Amendments (CLIA), where applicable.
 - 3. Hold current accreditation with Commission on Office Laboratory Accreditation (COLA), where applicable.
 - 4. Provide documentation that any referenced lab used is also certified and licensed, where applicable.
- B. Provide sufficient, experienced, qualified, licensed and trained staff to deliver required services with on-time delivery as identified within this RFP.
- C. Have culturally competent and professional staff.
- D. Have extensive experience providing services requested under this RFP.
- E. Possess knowledge of child welfare requirements, expectations and regulations such as the Welfare and Institutional Codes (W&IC).
- F. Possess strong collaboration skills and is able to collaborate with internal and external partners.
- G. Demonstrate cultural sensitivity when working with referred clients 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).
- H. Make every effort to employ direct and sub-contracted 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.



Staffing:

Successful Bidder(s) is (are) expected to meet the following criteria for direct or subcontracted staff:

- A. Ensure staff is qualified and adequately trained to conduct Substance Abuse Testing and Supportive Services.
 - 1. Phlebotomists on staff performing services in California must hold a California State License for Phlebotomy and be in good standing.
 - 2. Phlebotomists on staff performing services outside of California must hold the required state or local Phlebotomy license and be in good standing.
 - 3. Medical Technicians on staff must be accredited.
- B. Require staff to adhere to the chain of custody rules.
- C. Conduct background checks on all staff providing Substance Abuse Testing and Supportive Services.
- D. Bidder shall not hire staff currently on probation or parole for substance abuse violations.
- E. Bidder shall obtain a signed confidentiality statement from staff hired to provide Substance Abuse Testing and Supportive Services.
- F. County has the discretion to approve or disapprove the qualifications/training level of Bidder's staff working with CFS clients.

4.4 Program Monitoring and Evaluation

EHSD will actively monitor services awarded through contract(s) resulting from this RFP. At a minimum, for program monitoring and evaluation, prospective Bidder's will be expected to:

- A. Perform all services without material deviation from an agreed-upon Service Plan.
- B. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms supplied by EHSD.
- C. Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD.



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Documentation/Record Keeping:

- A. Gather statistical data for measuring progress on performance outcomes and goals and communicate to CFS.
- B. Organize testing results, tracking, reporting and resolution of issues with ability to share information with CFS as required, using the CFS approved method of information sharing.
- C. Submit monthly billings to the County with supporting documentation, tying back to services provided and clients served, in accordance with County guidelines.
- D. Collect, measure, and report data as required by CFS as specified.

Upon contract award, EHSD will:

- A. Provide information to the Contractor concerning additional state or County requirements not provided herein; and
- B. Provide technical assistance to the Contractor, as requested, to help meet project goals.



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 must 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 – RFP Proposal Submissions are accepted via email only. Submissions **must be separated into two (2) files**, first file for the agency Proposal and the second file for the agency's financial documents.

File #1: Save as "RFP 1183-*Agency Name*-Proposal". This file must contain agency proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.

File #2: Save as "RFP 1183-*Agency Name*-Financials". This file must contain all required financial documents as specified in the RFP.

Files that exceed 10MB must be compressed into a zip folder before sending.

It is recommended that emails with proposal response files are **encrypted** prior to sending via email.

Attach both RFP files to the email, encrypt and send to Contract_clerk@ehsd.cccounty.us. Respondents will receive an email response within 24 hours of receipt.

Please reference the "Proposal Response Submission Due Date" reflected in Section 2, RFP Timeline.

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

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

A proposal may be withdrawn in person by a Bidder's authorized representative prior to the RFP Proposal Response Submission Due Date as reflected in Section 2, RFP Timeline. If withdrawing a Proposal, the Bidder's authorized representative must



provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the Proposal.

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

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

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

5.2 Formatting Requirements

Submissions in response to this RFP must be in the form of a Proposal package containing the complete Proposal and all the required supporting information and documents.

EHSD supports electronic submission of proposals as previously referenced. Each bidder must submit **one proposal package with all attachments** included, unless otherwise noted.

All narrative materials are to be single-spaced, 8 1/2" X 11" page size, with no less than 1" margins on each side of the page. Proposals are to use a typeface no less than size 11-point font and be easily readable.

The total Proposal should not exceed 20 pages excluding cover statement, table of contents, program fee/budget schedule, budget narrative, required fiscal attachments and addendums.

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

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

5.3 Required Documents

Required forms as reflected in the Proposal Checklist and included in this RFP, must be completed fully and incorporated into the submitted proposal package.



All information and forms included in the proposal package must be presented in the order outlined in the Proposal Checklist and numbered sequentially (excluding the Fiscal Attachments). Electronic templates are posted on the EHSD website under this RFP at <https://ehsd.org/overview/contracting-opportunities/>.

5.4 Proposal Outline

Assemble and arrange each Proposal in the order reflected on the Proposal Checklist and address all required content/questions. **The order in which items are presented is important**, as proposal reviewers will follow this order in looking for specific areas to evaluate. Refer to Proposal Evaluation Process to assure adherence and responsiveness to scoring requirements.

5.4.1 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.

5.4.2 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 in 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.

5.4.3 Program Narrative (maximum of 20 pages)

Maximum of **20 pages** excluding Proposal Cover Statement, Table of Contents, Attachments, Budget and Financial Information.

5.4.3.1 Agency Overview

State the Agency's mission and its overall service delivery and treatment philosophy.

5.4.3.2 Agency Qualifications & Experience

A. Describe briefly:

1. The Bidder's primary program components and services, and years in operation.



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2. The Bidder's resources, experience, additional locations and capabilities as they relate to the scope of services described in this RFP.
 3. Population(s) served: number of clients, demographic and geographic information, and types of services provided.
 4. Primary sources of financial support.
- B. Describe the Bidder'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 Bidder's service history that demonstrates capacity to provide the proposed services.
- C. Include accreditation/certification levels.
- D. Bidder's track record. Attach a monitoring/performance report, or letter/statement of recommendation from a current funder/client regarding the Bidder's performance providing the services outlined under this RFP.
- E. Describe any relevant aspects of the Bidder's history that demonstrates the capacity to provide the proposed services.
- F. Attach Statement of Qualifications (Form #2) in the Attachments as indicated in the Proposal Checklist.
- G. Attach agency brochure, if applicable, in Attachments as indicated in the Proposal Checklist.

5.4.3.3 Staffing Qualifications

- A. Bidder must demonstrate having and maintaining sufficient staff with appropriate qualifications, training, professionalism and cultural/language competence to effectively conduct program activities.
1. Submit a staffing/work plan for all staff working directly or indirectly in this program; duties/activities; education, experience, training and qualifications, language/cultural competence.
 2. Describe briefly how the staffing plan meets the needs of the program.
 3. Attach three organizational charts – one of Bidder's organization, one of the drug-testing program personnel, and one of the Bidder's



available laboratory Collection Sites to support the services described under this RFP. **Place each of the three organizational charts in the Attachments as indicated in the Checklist.**

4. Include job descriptions and/or resumes of the agency's Executive Director and key program staff. **Place job descriptions and/or resumes in the Attachments as indicated in the Proposal Checklist.**

5.4.3.4 Program Service Activities/Implementation Proposal

- A. Provide a description of the proposed service activities and your Agency's plan/process for implementing the services defined under this RFP, including program design, methodology, service delivery, and coordination for each of the following areas:
 1. Laboratory Collection Site availability In County and Out-of-County, during the times required and adequate for the provision of services under this RFP.
 2. Random Testing Notification Process
 3. Random Testing Process
 4. Specimen Collection and Chain of Custody Process
 5. Specimen Testing, Re-testing and Reporting of Results
 6. Process and availability for witness testimony, litigation packages and official letters of testing anomalies.
 7. Process and demonstrated capacity to provide quality, on-time supportive services and communication with CFS.

5.4.3.5 Program Evaluation

- A. Describe in specific detail how your Agency will monitor and evaluate the quality of the services being delivered. Specify methods/assessment tools used to measure program effectiveness.

5.4.4 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:



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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.

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

5.4.4.1 Program Rate Schedule/Budget and Budget Narrative (unlimited pages)

Attach a fee schedule describing the fee/rate structure representing the budget for the services for programs under this RFP, showing all costs utilizing Bidder's budget/template (reference sample Fee Schedule in the Appendices).

Fee schedules must represent an all inclusive budget and include unit of service rates for each type of test, supporting services, and any other fees as applicable, such as premium rates, rush services, witness testimony, litigation packages, weekend and evening hours, and/or out of county collection.

Complete a Program Budget Narrative for the line item rate structure that supports the fee schedule/budget supporting the services responding to under this RFP.

Each budget cost item must be detailed and should reflect the basis for the computations. Every item must be accounted for.

Note awarded Bidder(s) may be subject to County Budget Templates upon contract award.



5.4.5 Attachments

See Proposal Checklist in for complete list of Attachments.

5.4.6 Fiscal Attachments

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 Certified Public Accountant (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.

See Proposal Checklist for complete list of Fiscal Attachments.



SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

6.1 Evaluation Process

Each Proposal is subject to a three (3) stage evaluation process to determine responsiveness to the RFP requirements: Compliance Review, Fiscal Review, and Bureau Committee Review. Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in this 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 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.



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

6.4 Bureau Committee Review

RFP Proposals that successfully complete the Contracts Compliance Review and the Fiscal Review (referenced above) will be submitted for Bureau Committee Review. The RFP Bureau Committee will review all proposals then evaluate and score all service and budget elements per the Scoring Methodology/Rating Sheet and program 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
Agency Overview (required, but not weighted)	
Agency Qualifications and Experience	
Bidding agency’s current or past experience and demonstrated ability of bidder to deliver services specified under this RFP. Accreditation/certification levels. Experience serving population specified in this RFP. Demonstrates successful track record of providing these services.	15
Staffing Qualifications	
Work plan provides for adequate staffing, coverage and management to meet the on-time needs of the program and services. Staff has adequate qualifications, certifications, training and language/cultural competency to deliver services required under this RFP.	15
Service Activities/Implementation Plan	
The proposal specifies a comprehensive and sound program design and service delivery system. The services and activities meet the	40



requirements for each program area. The proposed service facilities are available in all three geographic regions, during the times required and are adequate for the provision of services. The proposal demonstrates services will be delivered in a culturally and linguistically appropriate manner to meet the diverse needs of Contra Costa County.	
Program Evaluation	
The evaluation methods/tools are reasonable for the proposed services and activities. The evaluation methods/tools are relevant to program effectiveness.	10
Fiscal Management Narrative	
Narrative and required components included. Program Rate Schedule/Budget and Budget Narrative - the rate schedule is clear, includes unit of service rates for all costs associated with the provision of services. The service rates are reasonable for the proposed services and in line with the service field.	20
Total available points	100

6.6 Appeals Process

Only Bidders submitting a proposal in accordance with this RFP shall have an opportunity to appeal the funding decision of EHSD. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**

All Bidders will receive a written and emailed 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.

All written letters of appeal must state the following:

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

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.



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Letters of appeal must be sent to:

**EHSD Director
40 Douglas Drive
Martinez, CA 94553**

or via email to: contract_clerk@ehsd.cccounty.us

Letters of appeals must be sent and received no later than 5:00 p.m. by the tenth (10) business day from the date email is sent of the award status. The appeal will be conducted in accordance with the EHSD process.

Notification of a final decision on an appeal shall be made in writing to the Bidder.

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

6.7 Contract Award and Negotiations

The successful Bidder(s) 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 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 Contracting agency(ies) 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.

The contracting agency(ies) receiving funding awarded under this RFP will be responsible for adhering to the then current and applicable County health orders and associated policies.



6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract terms and agreements with the successful Bidder(s). Satisfactory performance and delivery of services are conditions of contract renewal. Total overall contract term for services under this RFP including renewals is not to exceed a total of three (3) years, depending upon funding availability.

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(s) 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, subject to the then current County Budget Template.

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

Provisions for audit

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



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

7.2 Additional Requirements

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

- If a consortium of agencies is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners. The lead agency must act as the cognizant fiscal agent for the other partners. Partners must have similar budget requests for similar items. All other service providers requesting funding under the proposal will be required to subcontract with the lead agency.
- All equipment requests will be evaluated for their necessity and reasonableness in carrying out the program. All equipment requests must explain in detail how the equipment will be used in the performance of services.
- Budgets submitted in response to the RFP will be negotiated on a line item basis. Line items will be examined for reasonableness and necessity in providing services.
- Cost reports shall be fully supported by accounting documentation. Salary and benefit costs allocated to this program shall be supported by detailed time sheets. The grantee must maintain adequate payroll documentation (detailed time sheets sometimes called "functional time sheets") to support compensation paid to bona fide employees. Reimbursement of salary and benefit costs must be based on actual time spent on the program.

7.3 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.

7.4 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 awarded funds under this RFP 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 additional reports as designated in Section 4 Program Description and agreed upon in the resulting contract.



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

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



SECTION 8: PROPOSAL CHECKLIST

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in Section 9.

Proposal File

- Proposal Cover Statement** (Form #1)
- Table of Contents**
- Program Narrative**
 - Agency Overview
 - Agency Qualifications & Experience
 - Staffing Qualifications
 - Program Service Activities/Implementation Proposal
 - Program Evaluation
- Attachments**
 - 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.
 - Monitoring/Performance Report or Letter of Recommendation**
 - Organizational Charts (three)**
 - Job Descriptions and/or Resumes of Executive Director and Key Program and Fiscal Staff.**
 - Agency Brochure (as available).**

Fiscal File

- Fiscal Management Narrative**
- Board of Directors Form (Form #3)**
- Program Fee/Rate Schedule/Budget and Budget Narrative**
- 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).**



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- 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 for alternate submission requirements if audited financial statements are not available).
- 1** copy of current Agency Budget with revenues and expenses indicated.



SECTION 9: REQUIRED FORMS

All forms must be completed and attached to submitted proposals

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



9.1 FORM #1: Proposal Cover Statement

9.1 FORM #1: Proposal Cover Statement

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

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



9.2 FORM #2: Statement of Qualifications

9.2 FORM #2: Statement of Qualifications

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

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



9.2 FORM #2: Statement of Qualifications

FORM #2, Continued

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

Signature Date

Printed Name and Title (Executive Director)

Signature Date

Printed Name and Title (Board President)

Note: When more than one agency will collaborate in providing services(s), 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: _____



SECTION 10: APPENDICES

10.1 GENERAL CONDITIONS

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

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period,



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such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

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

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.



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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 \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 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.



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10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

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

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

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

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



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agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.
16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.



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



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Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions**. No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.
20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.



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23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity,



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

27. Required Audit.

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

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

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



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10.2 FEE SCHEDULE SAMPLE

Item	Detail	Rate/Fee per Unit Cost	Units/Basis (describe)	Number of Units	Total Budget
Urine Panel Testing	Cost per test including: Random program administration; specimen collection, including regular hours, evening & weekends; on-demand and in county testing; laboratory screen to include PH adulteration testing and GC/MS confirmation; supplies; shipping and handling; reports; training.	Amount	Drug Test Sample Collection	Quantity	Rate x Units Amount
General Protocol Affidavit	Include Detail	Amount	Document/paperwork	Quantity	
Litigation Package	Administered for contested drug test results on a case by case basis.	Amount	Document/paperwork	Quantity	
Expert Witness Testimony	Include Detail	Amount	Document/paperwork		
			Total Annual Budget		\$316,250