



CONTRA COSTA COUNTY

Differential Response Path II and After Care Services REQUEST FOR PROPOSALS (RFP) 1188

The Contra Costa County Employment and Human Services Department (EHSD) Children and Family Services (CFS) Bureau is pleased to announce Request for Proposals (RFP) **1188** seeking three (3) qualified community-based and/or faith-based organizations with expertise and experience in providing Differential Response Path II and After Care Management services in Contra Costa County, delivered in East, West, and Central County regions.

Program funding is estimated at \$1,850,000 for the period July 1, 2023 through June 30, 2025. Funding may include State funds.

The County has the ability to award the successful Bidders a twenty-four (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, December 9, 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 #1188

CHILDREN AND FAMILY SERVICES BUREAU

DIFFERENTIAL RESPONSE PATH II and AFTER CARE SERVICES

The Contra Costa County Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau, announces the issuance of Request for Proposals (RFP) **1188**, making available up to \$1,850,000 for three (3) qualified entities with interest, expertise and experience in providing Differential Response Path II and After Care services for the CFS Differential Response (DR) Program. The purpose of the DR Program is to help at-risk families address difficulties affecting their ability to safely and adequately provide for their children and to avoid further need for CFS involvement. CFS is interested in having one (1) agency provide DR services in one of each of the three Contra Costa County regions: East, West, and Central County.

Program funding is for the period July 1, 2023 through June 30, 2025 and is a maximum of \$1,850,000. EHSD will award a maximum of three (3) twenty-four (24) month contracts to three (3) selected agencies to provide DR Path II and After Care case management services to identified regions of Contra Costa County (covering East County, West County, and Central County).

The projected regional funding for DR services is \$679,000 for one (1) agency for East County, \$630,000 for one (1) agency for West County, and \$541,000 for one (1) agency for Central County. Total funds for distribution between three (3) agencies is \$1,850,000.

The County has the ability to award the three (3) successful bidders a twenty-four (24) month contract with the possibility of a twelve (12) month contract renewal and/or contract extension based upon satisfactory performance and available funding to engage organizations for case management services during the Contract period.

Bidders' Proposals are due by 5:00 p.m. on Friday, December 9, 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.



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SECTION 2: RFP 1188 TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published & Announced	11/3/2022 – 11/5/2022
RFP Questions due to EHSD	11/18/2022
Responses to RFP Questions Published by EHSD	12/2/2022
RFP Proposal Response Submission Due Date	12/9/2022
EHSD Compliance Review and Evaluation	12/12/2022 – 12/16/2022
EHSD Fiscal Review and Evaluation	12/19/2022 – 1/3/2023
CFS Bureau Committee Review and Evaluation	1/4/2023 – 1/25/2023
Award Letter Notification	1/27/2023
Appeal Period (10 business days after Award Letter issuance)	1/30/2023 – 2/10/2023
Contract Negotiation and Processing	February – April 2023
CCC Board of Supervisors' Authorization	May – June 2023
Anticipated Contract Start Date	July 1, 2023

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

Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1188" 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.



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SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this Request for Proposals (RFP) is to identify and fund three (3) community-based and/or faith-based organizations that have interest, experience and expertise in delivering case management services for the CFS Differential Response Path II and After Care (DR) Program providing direct, live, in-home and in-person services to families who are identified as at moderate to high risk for future child maltreatment.

3.2 Qualified Bidders

Eligible Bidders are agencies that on their own have adequate controls and personnel to provide comprehensive DR services as defined in Section 4. Qualified bidders must demonstrate capacity for collaboration, interagency coordination and attest to their qualifications on Form #2, Statement of Qualifications (see Section 9. REQUIRED FORMS).

3.3 Estimated Funding

EHSD anticipates awarding a maximum of three (3) twenty-four (24) month contracts to three (3) selected agencies. The combined total award will not exceed \$1,850,000 broken down into \$925,000 per twelve (12) month period, to fund DR services requested under this RFP. The initial anticipated contract period is from July 1, 2023 through June 30, 2025.

A. Estimated Regional Funding

1. The combined total award will not exceed \$679,000 broken down into \$339,500 per twelve (12) month period to fund DR services for East County.
2. The combined total award will not exceed \$630,000 broken down into \$315,000 per twelve (12) month period to fund DR services for West County.
3. The combined total award will not exceed \$541,000 broken down into \$270,500 per twelve (12) month period to fund DR services for Central County.

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

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



administer these funds.

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. All emails should include "RFP 1188" 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



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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.



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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.

The primary goal of the DR Program is to provide live, in-home and in-person supportive services to help at-risk families address difficulties affecting their ability to safely and adequately provide for their children and to avoid further need for CFS involvement.

4.2 Definitions

A. Differential Response

Differential Response (DR) is also known as the Child Welfare/Community Response for families who have been reported to CFS. DR provides voluntary, in-home and in-person, supportive services pre- and post-CFS involvement i.e., Path II and After Care. The purpose of DR is to strengthen family stability and self-sufficiency; and strengthening child safety, permanency and wellbeing.

B. Path II

Referrals made by the CFS Emergency Response social worker to the DR agency when it is assessed that a family would benefit from in-home and in-person, community-based case management services instead of opening up a CFS court-dependency case.

C. After Care

Referrals made by the CFS Continuing Services social worker to the DR agency when it is assessed that a family has successfully completed their CFS court or voluntary case plan, and the family would benefit from in-home and in-person, community-based case management services/resources.

D. Community-based organization

Any nonprofit organization with a 501c3 tax code designation working within Contra Costa County.



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E. Faith-based organization

Any religiously organized group where a 501c3 tax status is not required.

4.3 Purpose and Scope of Work

The purpose of this RFP is to solicit community partners who can provide live, in-home and in-person case management services to families that have come to the attention of CFS and have been identified as at-risk of entering the child welfare system. The purpose of the Differential Response program is to provide community-based support to help the families stabilize and avoid further CFS involvement and possible formal placement into the foster care system.

Essential functions of this program will include:

- A. Provision of clinical supervision by a clinical supervisor. This position may also be the same person to hire and supervise the DR case manager(s)
- B. DR case managers who will manage an average ongoing caseload of between 12 to 15 families each for English speaking families and 10-12 families each for non-English speaking families (i.e. Spanish monolingual families). Services may be provided for up to six months per family, but may be extended. DR referrals will be provided to the Contractor from CFS.
- C. Active participation by DR case manager at all requested DR Transition Meetings, which is the warm hand-off from the CFS social worker to the DR contracted agency.
- D. Thorough assessment of child and family's strengths, needs, and protective factors to assess for appropriate provision of services.
- E. Provision of DR case management-related services for the family outside of normal EHSD CFS business hours, when necessary.
- F. Providing live, in-home and in-person supportive services to ensure efficacy of program outcomes.

Successful applicants will have a culturally aware staff that have a hands-on knowledge of trauma-informed care; community resources; experience in providing and evaluating case management services; and are part of a service providing agency or organization. Case managers should have experience in assessing and providing direct in-home and in-person services to youth and families that may have experienced neglect, physical abuse, sexual abuse, emotional abuse, domestic violence, and/or sexual exploitation.



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The basic DR services provided by the Contract include, but are not limited to, linkage to and coordination of the following services to improve family functioning and enhance family stability and child wellbeing:

- Employment
- Family Dynamics
- Finances
- Food
- Health-related
- Immigration resources
- Mental Health
- Parenting Issues
- Shelter
- Substance Abuse

4.4 Minimum Qualifications

The successful bidders are expected to meet the following criteria:

Agency Requirements:

At a minimum, Contractor's staff must meet the following basic criteria:

- Department of Justice (DOJ) clearance/Live Scan and Child Abuse Index Clearance.
- Experience working with families in a social work context.
- Ability to establish a positive relationship with social workers, and have a thorough knowledge of family dynamics, child development, and knowledge of community resources applicable to case referral needs.
- Act as Mandated Reporters to report any suspected child abuse or neglect disclosed by a family member and report to the County Social Worker.
- Attend CFS-sponsored trainings or meetings provided by EHSD.
- Coordinate and lead the DR Case Manager meetings twice per year.

DR Case Management Database/Data Reporting Tool

Successful applicants will be required to utilize a DR case management database/data reporting tool for program documentation, evaluation and to execute the necessary agreements for accessing the system.

Bidder's will be required to explain the specifics of the DR case management database/data reporting tool they have in place, such as Salesforce, Efforts to Outcome (ETO), and Excel in their Program Proposal Narrative (see Section 5, REQUIRED



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PROPOSAL FORMAT). It is highly desirable bidders utilize a software database/data reporting tool for case management.

In addition to a case management system, Bidder's will be required to provide data reporting to CFS in a CFS specified format (e.g. Excel). Bidders that do not have a software database/data reporting tool that can produce data reporting, will be required to utilize a CFS provided database/data reporting tool, such as Excel

Staffing Requirements:

The successful bidders are expected to meet the following criteria for direct staff:

Program Managers/Supervisors:

- Required to have a Master's degree or higher in Social Work, Counseling, Psychology, or related field.
- Must oversee program management and/or supervision over case managers.
- A clinical license is not required for Program Managers and/or Supervisors, but they do need to perform clinical supervision.

Note: Clinical supervision defined (does not require a license to perform): It consists of the practitioner meeting regularly with another professional, not necessarily more senior, but normally with training in the skills of supervision, to discuss casework and other professional issues in a structured way. This is often known as clinical or counselling supervision or consultation. The purpose is to assist the practitioner to learn from his or her experience and progress in expertise, as well as to ensure good service to the client or patient. Learning shall be applied to planning work as well as to diagnostic work and therapeutic work.

Case Managers:

- Does not require a Master's Degree
- Equivalent combination of education and work experience is considered (minimum should have Bachelor's from an accredited college or university with a major in social welfare, sociology, psychology or a closely related field).
- It is desired to have three (3) additional years of related full-time experience, or its equivalent, which includes at least one (1) year as a home visiting case manager in a public or private human services agency.

4.5 Program Monitoring and Evaluation

EHSD will actively monitor services provided through the contracts resulting from this RFP. At a minimum, contractors will be expected to:



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- 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, which may require active collaboration and cooperation with other agencies providing similar services.
- D. Utilize a DR case management database/data reporting tool to input case management activities and other program related tasks.
- E. Conduct program evaluation, including client satisfaction surveys.
- F. Attend all mandatory meetings, trainings, etc.
- G. Complete and submit a mid-year report summary of services provided, term-end report summary, case log reports, and other information as requested from EHSD.

Documentation/Record Keeping:

- A. Gather statistical data for measuring progress on performance outcomes and goals and communicate to CFS.
- B. Submit monthly billings to the county with supporting documentation, tying back to services provided and clients served, in accordance with County guidelines.
- C. 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.



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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 – 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 "RFP1188-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 "RFP1188-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 due date as reflected in Section 2, RFP Timeline. If withdrawing a proposal, the bidder's authorized representative must provide appropriate



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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.



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All information and forms included in the proposal package must be presented in the order outlined in the Proposal Submission 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 Submission Checklist and address the 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 criteria 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 (Form 1) 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 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.

5.4.3 Program Proposal 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

What are the Agency's vision, mission, and objectives and how are they compatible with the primary purpose of DR?

Primary program components, services, and years of operation, including number of years providing services in the target area.

Describe any evidence-based direct services that your agency provides that may benefit families involved in the DR program. Examples may include provision of parent/caregiver coaching or trainings, such as Triple P; use of a



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functional assessment tool; or, any client-level interventions including father involvement interventions.

Primary populations served.

Is the agency located in the target area(s) to be served?

5.4.3.2 Agency Qualifications and Experience

Describe briefly:

1. Qualifications and experience in providing strengths-based, in-home and in-person case management services to help families at risk of involvement with the child welfare system.
2. Qualifications and experience in providing services to children and families, particularly programs and activities that enhance child development and foster positive communication and parenting techniques.
3. 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.

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.

5.4.3.3 Program Implementation and Oversight

Identify which region/district addressed in your bid: East, West, or Central. Bidders may bid for more than one region, however, must submit individual proposals for each region. Ensure the narrative meets the specific regional needs based on budget and staffing limits.

Describe your agency's action plan/steps and timeline for implementing the services under this RFP (as outlined in Section 4.3 Purpose and Services for DR Path II and After Care).

Describe key program staffing, including primary roles and responsibilities. Please include job descriptions/resumes/and organization chart for all staff providing support for your program (counted as an addendum not part of program outline narrative).



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Describe how and what you will develop as the program outcomes and evaluation process.

Describe the DR case management database/data reporting tool you have for program documentation and evaluation. This may include, but is not limited to Salesforce, Efforts to Outcome (ETO), Excel, etc.

Describe how you assess for family success i.e., How do you identify when a family's case plan has been successfully completed.

Provide an agency brochure (counted as an addendum not part of program outline narrative)

5.4.3.4 Community knowledge and collaboration

Knowledge of existing resources in the target area for families at-risk of entering the child welfare system.

Collaboration/coordination efforts with other community providers and type of relationship to them (e.g. informal relationship, MOU, etc.).

Participation in CFS Community Partnership district meetings, Child and Family Team Meetings (CFTs), and other CFS community collaborative efforts.

5.4.3.5 Cultural Sensitivity

How will the program ensure cultural sensitivity and relevance of services to families of diverse backgrounds, including services in the family's primary language?

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

Provide a brief description of the 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



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Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and 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 Budget and Budget Narrative (unlimited pages)

Complete a line-item budget for all programs, showing all costs. Budget is to be completed using **Form #5: Budget and Budget Narrative**.

Each budget cost item must be detailed in the budget narrative section in Form #5 and should reflect the basis for the computations. Every item must be completed if applicable. Minimal narrative requirements are described below:

Describe the following budget rationale and calculations for Administration and Support:

1. Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibilities. Divide the salaries of staff with both "Service delivery" and "Administration" responsibilities in proportion to the time allotted for each activity. List such staff in both categories. Indicate titles, rate of pay, time allotted to program and FTE's. Indirect costs may not exceed 15% of total request.
2. Program Staff – Include all staff involved in service delivery. Indicate titles, rate of pay, time allotted to program and FTE's.
3. Payroll Fringe Benefits – Report estimated costs of benefits, vacations, sick leave, and training days on the line-item budget. Narrative to include description and list of benefits.
4. Describe the following budget rationale and calculations for Operations:
 - a. Occupancy - Describe all applicable factors (e.g. rent/leases) and basis for allocating cost to program.



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- b. Utilities – Describe all applicable factors and basis for allocating cost to program.
- c. Telephone, Postage, Insurance, Equipment – list by type, justification of cost and basis for allocating cost to program.
- d. Printing/Photocopying – List cost type by type and describe justification for cost and basis for allocating costs to program.
- e. Materials – List by type and describe justification of cost.
- f. Travel – Describe type, justification, and basis of cost. Include service delivery, administration mileage and transportation costs for clients.
- g. Miscellaneous – Indicate kinds of anticipated miscellaneous costs, such as childcare for clients while receiving services.

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 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.



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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 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 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.



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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	
Bidding agency’s mission statement, program services, years of experience, demographics	10
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. (includes families with high risk factors, resources available)	30
Program Implementation and Oversight	
Bidding agency identified one region for service delivery. Work plan provides for adequate staffing, coverage and management to meet the needs of the program and services. Staff has adequate qualifications, certifications, training and language/cultural competency to delivery	30



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services required under this RFP and agency has adequate data reporting tools to measure and monitor program outcomes.	
Community Knowledge and collaboration	
Bidding agency has knowledge of existing resources and has established community collaboration efforts.	10
Cultural Sensitivity	
Bidding agency demonstrates cultural sensitivity of program and relevance of services to diverse client populations, including delivery of services in the clients primary language.	5
Fiscal Management Narrative	
Narrative and required components included. (accounting system and internal controls, policies, procedures) Budget and Budget Narrative (program, budget detailing the cost for program administration, salaries, benefits, and operation)	15
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 bidders will be expected to promptly enter into contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the proposal. As a result of this negotiation, 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 contractors will be responsible for all services offered in their RFP proposal, whether or not contractors 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 agencies 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 agencies receiving funding awarded under this RFP will be responsible for adhering to the then current and applicable County health orders and associated policies.



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6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract terms and agreements with the successful Bidders. 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.



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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.



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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

Contracts will be on a cost reimbursement basis with monthly billing required. Contractor is required to provide detailed line-item budgets. 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.



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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 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.

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.



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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 Proposal Narrative**
 - Agency Overview
 - Agency Qualifications and Experience
 - Program Implementation and Oversight
 - Community knowledge and collaboration
 - Cultural Sensitivity
- 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).**
- Contracts and Grants Form (Form #4)**

Fiscal File

- Fiscal Management Narrative**
- Board of Directors Form (Form #3)**
- Program Budget and Budget Narrative (Form #5)**
- 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
9.4	#4 Contracts and Grants
9.5	#5 Budget and Budget Narrative Template



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 # 1188	
BIDDER ORGANIZATION NAME	
ADDRESS	Bidder Phone
	Bidder Fax
	Web Address
CONTACT PERSON	Contact Phone
	Contact E-mail
	Contact Fax
ADDRESS OF PROGRAM (if different than above)	
PROGRAM TITLE and SERVICE CATEGORY	
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	
<p><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></p>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



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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.



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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

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: Contracts and Grants

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

<u>Contact Name/Phone # of Contractor/Grantor</u>	<u>Services Provided Under Contract</u>	<u>Contract Dates</u>
-------------------------------------------------------	---------------------------------------------	---------------------------

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

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

Name and Title (Executive Director or Board President)	Date
-----------------------------------------------------------	------

Name and Title (Executive Director or Board President)	Date
-----------------------------------------------------------	------



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9.5 FORM #5: Budget and Budget Narrative Template

Entity Legal Name:		
Term Start Date:	07/01/23	
Term End Date:	06/30/25	
Cost Reimbursement Amount		
In-Kind Match Amount (If Applicable)		
Total Budget with Match	\$ -	
BUDGET CATEGORY DESCRIPTION	BUDGETED COST REIMBURSEMENT AMOUNT	BUDGET NARRATIVE
PERSONNEL AND FRINGE BENEFITS	\$ -	
OPERATING COSTS	\$ -	
OTHER COSTS	\$ -	
PARTICIPANT COSTS	\$ -	
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS	\$ -	
COST REIMBURSEMENT AMOUNT	\$ -	
BUDGET - IN-KIND MATCH (If Applicable)	IN-KIND AMOUNT	BUDGET NARRATIVE
IN-KIND MATCH	\$ -	
IN-KIND AMOUNT	\$ -	
Cost Reimbursement Amount	\$ -	
In-Kind/Match Amount	\$ -	
Total Budget	\$ -	
BUDGET AMOUNTS FROM CELLS B6 & B7	-	
MUST BE ZERO	-	



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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, 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



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Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

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

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



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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.

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



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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 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



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

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

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

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



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to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions**. No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.



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20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law,



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Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

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

27. **Required Audit.**

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



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- 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 CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS) SUPPLEMENTAL PROVISIONS

A. Compliance with Executive Order 11246. Contractor will comply with:

1. All provisions of Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60), and all applicable rules, regulations and orders of the Secretary of Labor.
2. Contractor will furnish all information and reports required by Executive Order 11246 of September 14, 1965, any amendments thereto, and all applicable rules, regulations and orders of the Secretary of Labor.

B. Title 24, California Administrative Code. If applicable, Contractor recognizes and agrees to comply with CCR Title 24 and the mandatory standards and policies relating to energy efficiency in the State energy conservation plan.

C. Compliance with Certain Acts and Regulations When Contract Exceeds \$100,000. Contractor will comply with all applicable orders or requirements issued under the following laws insofar as they apply to the performance of this Contract:

1. Clean Air Act, as amended (42 USC §7401, et seq.).
2. The Clean Water Act, as amended (33 USC §1251, et seq.).
3. Environmental Protection Agency Regulations (40 CFR 29 and Part 50, et seq.) [Executive Order 11738].
4. State Contract Act [Cal.Pub.Con. Code §10295, et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010, Civil Code § 51, et seq.]

D. Confidentiality. Without in any way limiting the provisions of Section 16 (Confidentiality) of the General Conditions:

1. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable State and Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
 - a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.



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- b. No person will publish, 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 officers, partners, agents, associates and employees of the above provisions. Any person knowingly and intentionally disclosing such information other than as authorized by law or may be guilty of a misdemeanor.
- c. Contractor agrees to comply with WIC Section 10850, et seq. including WIC Section 10850.2 when a contract is entered into with a public or private agency which involves the release of confidential information:

WIC Section 10850.2: “Notwithstanding the provisions of Section 10850, factual information relating to eligibility provided solely by the public assistance recipient contained in applications and records made or kept by any public officer or agency in connection with the administration of any public assistance program shall be open for inspection by the recipient to which the information relates and by any other person authorized in writing by such recipient. The written authorization shall be dated and signed by such recipient and shall expire one year from the date of execution. In the event of any hearing under the provisions of this division, the attorney or authorized representative of the applicant or recipient shall be entitled to inspect the case record relating to the applicant or recipient prior to, as well as during, the hearing. No list or names obtained through such access to such records or applications as provided in this section shall be used for any commercial or political purposes.”

- 2. Contractor agrees to safeguard confidentiality of confidential information and participant data in accordance with applicable law, policies, and the CDSS Manual of Policies and Procedures, including the below provisions:
 - a. Confidentiality of Records: 19-001 which states, “These regulations bind public and private agencies with whom the county contracts to perform any part of the covered public social services programs,” and
 - b. Release of Confidential Information: 19-004.2 titled “Contractors” which states, “Whenever a contract is entered into with a public or private agency which involves the release of confidential information, the contract shall contain a provision insuring that such information will be used in accordance with the restrictions found in W&IC Section 10850 and this division.”

E. Resolution of Client Issues. Without in any way limiting the provisions of Section 9 (Disputes) of the General Conditions, and unless prohibited by applicable State or federal



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law, Contractor shall notify County within 24 hours of receipt of material complaints from clients or members of the public relating to services performed under this Contract:

1. In the event of a grievance or dispute between Contractor and a client arising from the services performed under this Contract, Contractor will attempt resolution with client first.
2. If no resolution is achieved between client and Contractor, Contractor shall submit to EHSD a written "Notice of Client Concern" detailing the nature of the dispute within ten (10) business days of the failed resolution. The Notice of Client Concern will be provided to the Authorized Contact identified in the Service Plan. Within a reasonable time, EHSD Designee will contact Contractor and client and, where determined appropriate by EHSD Designee, meet with Contractor and client for the purposes of resolving the dispute. The decision of the EHSD Designee shall be final.
3. The pendency of a dispute between a client and Contractor does not relieve Contractor from full and timely performance in accordance with the terms of the Contract.