



# CONTRA COSTA COUNTY

## Family Finding & Engagement and Resource Family Pre-Approval Supportive Services REQUEST FOR PROPOSAL (RFP) 1197

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The Contra Costa County Employment and Human Services Department (EHSD) Children and Family Services (CFS) Bureau is pleased to announce Request for Proposals (RFP) 1197. This RFP is seeking one qualified agency to deliver Family Finding & Engagement and Resource Family Pre-approval Supportive Services to Contra Costa County foster youth and potential resource families.

Program funding is for the initial period of July 1, 2023 through June 30, 2024. Total program funding is estimated at up to \$634,000 annually. Funding may include county, state, and federal funds. The County has the ability to award the successful Bidder a 12-month contract with the possibility of renewal based upon satisfactory performance, available funding, and service need or a multi-year contract of up to 36 months.

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

***Amended as of March 10, 2023***

Final proposal submission will be due  
**by 5:00 pm on Friday, March 31, 2023**

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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## FAMILY FINDING & ENGAGEMENT AND RESOURCE FAMILY PRE-APPROVAL SUPPORTIVE SERVICES REQUEST FOR PROPOSALS (RFP) 1197

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#### SECTION 1: LEGAL NOTICE

#### REQUEST FOR PROPOSAL (RFP) 1197

#### CHILDREN AND FAMILY SERVICES BUREAU

#### FAMILY FINDING & ENGAGEMENT AND RESOURCE FAMILY PRE-APPROVAL SUPPORTIVE 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) 1197, making available up to \$634,000 for a qualified agency to provide countywide Family Finding & Engagement and Resource Family Pre-approval Supportive Services to Contra Costa County foster youth and potential resource families.

Total program funding is estimated at up to \$634,000 for the initial period of July 1, 2023 through June 30, 2024. Funding may include county, state, and federal funds. The County has the ability to award the successful Bidder a 12-month contract with the possibility of renewal based upon satisfactory performance, available funding, and service need or a multi-year contract of up to 36 months.

Bidders' proposals are due by **Friday, March 31, 2023, 5:00 pm** 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: TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published & Announced	March 9-11, 2023
Questions about RFP due to EHSD (e-mail)	March 22, 2023
Responses about RFP from EHSD (published)	March 28, 2023
<b>Deadline for RFP Submission to EHSD</b>	<b>Friday, March 31, 2023, 5 pm</b>
Compliance Evaluation	April 3 – 5, 2023
Fiscal Evaluation	April 6 – April 19, 2023
Programmatic Evaluation / Review	April 20 – May 9, 2023
<b>Award Letter Sent</b>	<b>May 10, 2023</b>
Appeal Period (10 business days)	May 10-23, 2023
Contract(s) Negotiations / Development	May 2023
Board of Supervisors' Authorization	June 2023
<b>Contract Start Date</b>	<b>July 1, 2023</b>

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

Contact (RFP Process only): EHSD Contracts Unit  
 Contact Phone: (925) 608-4969  
 Contact Fax: (925) 313-1517  
 Contact Email: [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) \*\*

*\*\*Submit questions about this RFP to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with "RFP 1197" in the subject line, by March 22, 2023. Responses to questions will be posted on EHSD website under "RFP 1197" by March 28, 2023.*



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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 one (1) qualified agency that has interest, experience and expertise in providing Family Finding & Engagement and Resource Family Pre-approval Supportive Services to Contra Costa County foster youth and potential resource families.

Family Finding & Engagement is an intensive research and engagement process for the youth involved in CFS. The purpose of the Family Finding Program is to offer lifelong connections to foster youth by locating the most appropriate stable family or non-related extended family members and to help build or maintain the youth lifetime family support network and develop lifelong connections. Family Finding Services will be delivered using evidenced based Family Finding Model(s).

Resource Family Pre-Approval Supportive Services provides comprehensive Resource Family Pre-Approval Assessments (Resource Family Evaluations); Foster Family Agency (FFA) Certifications, and Family Support Services in order to achieve permanency for referred CFS dependent youth.

The successful agency will be expected to work closely with CFS staff in order to deliver Family Finding & Engagement and Resource Family Pre-Approval Supportive Services to help ensure Contra Costa County foster youth reside in a safe and nurturing environment. It is essential the selected agency is able to deliver cultural sensitivity when working with families and youth from diverse populations, and support youth in identifying a sense of belonging.

##### **3.2 Qualified Bidders**

Eligible Bidders are agencies that on their own, or in formalized partnership with other non-profit organizations, have adequate controls and personnel to provide comprehensive Family Finding & Engagement and Resource Family Pre-approval Supportive Services as defined in Section 4.

Qualified bidders 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;
- Demonstrate a capacity for collaboration and interagency coordination;
- Attest to their qualifications on Form #2, Statement of Qualifications (see Section 8. REQUIRED FORMS).



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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 one (1) twelve month standard contract or one (1) multi-year contract of up to thirty-six months to one (1) selected agency. The total award will not exceed \$634,000 annually to fund the Family Finding & Engagement and Resource Family Pre-approval Supportive Services countywide. If a twelve month contract is awarded, the initial contract period is from July 1, 2023 through June 30, 2024 and the contract resulting from this RFP may potentially be renewable for Fiscal Year (FY) 2024/2025 and 2025/2026 at the discretion of EHSD. The renewals are dependent upon the availability of funds at the time the agreement goes into effect, achievement of outcomes during the current contract period, and service needs.

Funding for the Services may include county, state, and federal funds. The Contra Costa County Employment and Human Services Department (EHSD) will administer these funds.

Federal funds are passed through the California Department of Social Services (CDSS) and are identified as follows:

Federal Award Identification Number (FAIN): 2101CAFOST  
Subaward Period of Performance: 7/1/2023 to 06/30/2024  
Catalog of Federal Domestic Assistance Number (CFDA): 93.658  
Program Title: Title IV-E Foster Care  
Agency: Department of Health and Human Services  
Office: Administration for Children and Families

### **Legal Authorities – Program Requirements, Standards and Guidance**

All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

- 45 CFR Part 97 - Consolidation of Grants to the Insular Areas
- 45 CFR Part 1355 -General
- 45 CFR Part 1357 -Requirements - Applicable to Title IV-B
- 2 CFR Part 200 - Office of Management and Budget Guidance



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- *2 CFR Part 225*- Cost Principles for State, Local and Indian Tribal Governments
- *2 CFR Part 376*- Nonprocurement Debarment and Suspension
- *2 CFR Part 382*- Requirements for Drug-Free Workplace (Financial Assistance)
- *45 CFR Part 16* - Procedures of the Departmental Grant Appeals Board
- *45 CFR Part 30* - Claims Collection
- *45 CFR Part 80* - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
- *45 CFR Part 81* - Practice and Procedure for Hearings Under Part 80 of this Title
- *45 CFR Part 84* - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
- *45 CFR Part 86* - Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
- *45 CFR Part 87*- Equal Treatment for Faith-Based Organizations
- *45 CFR Part 91* - Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- *45 CFR Part 92* - Nondiscrimination on the basis of race, color, national origin, sex, age, or disability in health programs or activities receiving federal financial assistance and programs or activities administered by The Department of Health and Human Services under Title I of the Patient Protection and Affordable Care Act or by entities established under such title
- *45 CFR Part 93* -New Restrictions on Lobbying
- *45 CFR Part 95*- General Administration -Grant Programs
- *45 CFR Part 100* - Intergovernmental Review of Department of Health and Human Services Programs and Activities
- *2 CFR Part 230* - Cost Principles Non-Profit Organizations
- *2 CFR Part 220* - Educational Institutions
- *48 CFR Part 31* – Contract Cost Principles and Procedures





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#### 3.4 Questions about RFP

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

Questions about this RFP must be submitted by March 22, 2023 via e-mail to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with "RFP 1197" in the subject line. Responses to the questions will be posted on the EHSD website in the "Contracting Opportunities" page under "RFP 1197" by March 28, 2023. **No programmatic questions will be responded to if received after the March 22, 2023 deadline.** After the deadline, only RFP process related questions will be accepted and can be sent via email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us)

#### 3.5 Ex Parte Communication

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

#### 3.6 Right to Amend or Cancel

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

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

#### 3.7 Restriction and Disclosure

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

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been



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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 providing children and youth life-long, meaningful connections with family, non-related family members, and providing permanency for children and youth to reside in a safe and nurturing home.

##### 4.2 Purpose and Scope of Work

There are two categories of services requested in this RFP:

- Family Finding & Engagement Services
- Resource Family Pre-Approval, Certification, and Family Support Services including:
  - Family Evaluation/Resource Family Pre-Approval Assessment, previously known as Psycho Social Assessment (PSA) Services
  - Foster Family Agency (FFA) Certification
  - Family Support Services

##### 4.2.1 Family Finding & Engagement Services

Family Finding & Engagement Services refers to a collection of strategies that help locate and engage family members and non-related extended family members (NREFM) for children who enter foster care. The purpose of the Family Finding Program is to identify lifelong connections for referred CFS foster youth by engaging appropriate, stable family or NREFM in developing meaningful and endearing relationships that will provide the youth a lifetime-family support network and nurture long-term relationships in permanent families.

The successful agency will be expected to work closely with CFS staff to deliver permanency focused youth Family Finding & Engagement Services identified under this RFP. Responsibilities include but are not limited to the following:

- A. Accept referrals and deliver family finding & engagement services for CFS referred Contra Costa County dependent youth, which may include youth who are long-term CFS dependents, youth who have recently entered foster care, and youth working through FFA family placement.



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- B. Utilize evidenced based Family Finding Model(s) as relevant to the needs of the youth and discretion of CFS Staff to identify, build, and maintain lifelong connections. Interview the youth (if age appropriate) and birth parents and identify existing connections (i.e., school staff, court advocates). Utilize social media, government search engines, case file reviews, consultations with the primary social worker and CFS staff probation officer, and any other relevant individuals connected to the case.
- C. Participate in engagement activities in conjunction with CFS as needed, which include but are not limited to: attending Children and Family Team Meetings, education meetings, Youth Transitional meetings and conducting comprehensive searches on maternal and paternal family members, conducting interviews, traveling in California and outside of California (out of state).
- D. Identify relatives and other meaningful connections for each youth that support the development of lifelong relationships, which may include possible placement and permanency. Identify relatives and other supportive adults estranged from or unknown to the child, especially those adults willing or wanting to become permanent connections to the youth. Search will include adoptive family relatives and biological relatives when there has been an adoption disruption for a foster youth.
- E. Assess family members' interest and willingness to become involved with the foster youth, through face-to-face and phone interviews, e-mails, and background checks, etc.
- F. Facilitate and support development of permanent connections and lifelong relationships between youth and identified network of supports. This includes but is not limited to collaborating with community partners, schools, FFA, STRTP staff, resource parents, as well as CFS placement staff, which may lead to permanency and possible placement.
- G. Develop and maintain connection with the youth and family and facilitate the relationship between the youth and caregiver, putting steps, strategies, and interventions into place in order to build a foundation for the youth and the family or friends to develop trusting, meaningful, long lasting, and safe relationships that facilitate permanency and may lead to permanency and possible placement.
- H. Manage an average of 10-15 on-going cases per month.



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- I. Once life-long connections are identified, transition cases to CFS Staff. Anticipated average time per case is 6-9 months.
- J. Establish and maintain effective working relationships with County Staff, kin and non-kin caregivers, and community members.
- K. Contractor staff will be co-located with staff in the CFS district offices to identify and conduct outreach to potential relatives of children placed in the County's care.

#### 4.2.2 Resource Family Pre-Approval, Certification, and Family Support Services

Resource Family Pre-Approval Supportive Services are those services expected to facilitate and support prospective CFS referred individuals or couples to become an approved Resource Family for CFS dependent youth. Services include performing comprehensive Foster Family Agency (FFA) Resource Family Certifications; performing Resource Family Evaluations/Pre-Approval Assessments for County Certified Resource Family Homes; and providing Family Support Services to potential, referred caregivers' pre- and post- certification to help achieve permanency for referred CFS dependent youth.

The successful agency will be expected to work closely with the CFS staff to deliver permanency focused youth Resource Family Supportive Services identified under this RFP. Responsibilities include but are not limited to the following:

- A. Family Evaluation/Resource Family Pre-Approval Assessment Services (previously known as Psycho Social Assessment (PSA) Services) for potential County Certified Resource Families.
  - 1. Complete Resource Family Evaluation for CFS referred applicants in adherence to requirements specified by the Welfare and Institutions Code (WIC) 16519.5 directive and the current Resource Family Approval (RFA) Written Directives in compliance with California Department of Social Services (CDSS) RFA program on behalf of the County.
  - 2. Complete up to fifty-five (55) CFS referred Family Evaluations annually. There is no guarantee of the number of evaluations that will be sent to agency.
  - 3. Prepare, complete and deliver to CFS written family evaluations, including home visits, risk assessment and recommendation and provide to County within 45 days of referral receipt.



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4. Communicate general progress in completing evaluations with County Staff.
  5. Provide Out-of-County Resource Family evaluations to potential caregivers as needed.
- B. FFA Resource Family Certification
1. Complete timely Resource Family Approvals, placement supports, and service needs for CFS referrals (including emergency placements), in most cases within ninety (90) days, and in accordance with Welfare and Institutions Code (WIC) §16519.5 and the then current RFA Written Directives provided by CDSS in order to achieve Resource Family Certification as a Foster Family Agency certified home.
  2. To support permanency for CFS dependent youth placed in referred Agency FFA certified homes, maintain regular contact with the resource family, and if issues arise, notify assigned CFS Social Worker.
  3. FFA Certification services will be paid directly to the agency by the State and are not funded under this RFP upon the home being certified by the FFA **or** 90 days after receiving CFS referral whichever comes first.
- C. Family Support Services
- Provide Family Support Services to referred applicants during the certification and evaluation process, and if/as needed, provide post-FFA certification family support services to support placement and housing stability for CCC CFS dependent youth placed in CFS referred FFA certified homes, which may include:
- Information and referrals, linkages to other services and supports
  - Advocacy and foster care/child welfare system navigation
  - LiveScan
  - Online and in person trainings to support resource family approval
  - Providing items to meet Resource Family Approval safety requirements reflected in the CDSS RFA Written Directives (i.e., smoke detector, fire extinguisher, crib, and the like)
  - Childcare/respite
  - Emergency assistance (i.e., youth clothing)
  - Other items/costs as needed to remove barriers to support Resource Family Approval and ensure placement security.



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#### 4.2.3 Documentation/Record Keeping

- A. Communicate general progress in completing assessments/evaluations with CFS.
- B. Provide program reports of activities; provide data on youth and family demographics, number of youth served, and number of relatives identified.
- C. Gather statistical data for measuring progress on performance outcomes and goals.
- D. Complete, submit and maintain Resource Family Pre-Approval Assessments/Evaluations.
- E. Organizing document case plans, case files, etc. and ability to share information with CFS when requested, using the CFS approved method of information sharing.
- F. Submit monthly billings to the county with monthly statistical reports tying back services provided and families served, as well as provide a bi-annual and annual narrative reports, in accordance with County guidelines.
- G. Collect, measure, and report data as required by the CDSS and/or CFS as specified.
- H. Ensure all known instances of child abuse or neglect are reported to a Child Protective agency as defined in Penal Code section 11165.7. This responsibility shall include:
  - 1. Requirement that all employees, consultants or agents performing services under this Contract who are required by the Penal Code Section 11165.7 to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and will comply with them.
  - 2. Establishing procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under Penal Code 11165.7 gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.



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#### 4.3 Minimum Qualifications

The successful Bidder is expected to meet the following criteria:

A. Agency:

1. Agency must be a current, Licensed Foster Family Agency.
2. Agency will provide sufficient, experienced, qualified, licensed and trained staff to deliver required services identified within this RFP.
3. Successful agency will have a culturally competent staff that are extremely knowledgeable of County Welfare requirements and community resources.
4. Extensive experience providing Family Engagement Services and Family Finding Services for a child welfare agency.
5. Extensive experience providing Resource Family Pre-Approval Assessments for potential caregivers. Knowledge of child welfare and regulations such as the Welfare and Institutional Codes (W&I).
6. Demonstrated success with providing permanency outcomes for Family Engagement and RFA.
7. Knowledge of applicable laws, Community Care Licensing, RFA Written Directives relevant to Resource Family Assessments.
8. Possesses strong collaboration skills and is able to collaborate with internal and external partners.
9. Possesses and delivers cultural sensitivity when working with families and youth from diverse populations, including but not limited to ethnicity, religious backgrounds and gender identification.
10. Ensures Staff are trained for and utilize trauma-informed techniques when working with youth and families.
11. Experience working with families in a social work context, ability to establish a positive relationship with them, have a thorough knowledge of family dynamics and child development, and knowledge of community resources applicable to case referral needs.





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12. The selected agency will make every effort to employ direct service staff who are bilingual and available to provide services to a variety of monolingual families, including, but not limited to, Spanish, Chinese and other Asian and European languages as needed.
13. The selected agency will ensure all employed staff working on this program have Department of Justice, LiveScan and Child Abuse Index Clearance.

#### B. Staffing:

The successful bidder is expected to meet the following criteria for direct or subcontracted staff:

1. Qualifications, experience and licensing necessary to support the deliverables of this program.
2. Higher Education in Social Welfare, Counseling, Psychology or closely related field expected.
3. Extensive experience required in Child Welfare, working with foster youth, and family engagement activities.
4. Experience required in placement permanency and family finding as it relates to foster youth.
5. Experience working with youth from diverse populations, including but not limited to ethnicity, religious backgrounds and gender identification.
6. Receive training on topics including: Cultural Proficiency Development, Suicide Prevention, Crisis Management, Boundaries and Good Practice, and additional topics as requested by CFS Division Manager.
7. Bilingual language capability, including but not limited to, Spanish, Chinese and other languages as needed.
8. Department of Justice, LiveScan and Child Abuse Index Clearance.
9. Understanding that they are mandated reports. Any information indicating abuse or suspected abuse disclosed by children or youth must be reported to the CFS Social Worker.



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#### C. Insurance Requirements:

Agency must provide Automobile Liability insurance, General Liability insurance, and (if applicable) Workers Compensation insurance, or ability to obtain required insurance coverages if awarded a contract.

#### D. Special Conditions

1. Contractor must comply with federal subaward requirements. Refer to 9.2 Federal Award Special Conditions in Section 9 APPENDICES.
2. Contractor must comply with California Department of Social Services (CDSS) Supplemental Provisions. Refer to 9.3 in Section 9 APPENDICES.

#### E. California Department of Social Services (CDSS) Supplemental Provisions Contractor must comply with California Department of Social Services (CDSS) provisions. Refer to 9.3 California Department of Social Services (CDSS) Supplemental Provisions in Section 9 APPENDICES.

### 4.4 Program Monitoring and Evaluation

#### A. EHSD will actively monitor services provided by agency awarded the contract through this RFP. At a minimum, the agency will be expected to:

1. Perform all services without material deviation from an agreed-upon Service Plan.
2. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms supplied by EHSD.
3. Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD, which may require active collaboration and cooperation with other agencies providing similar services.
4. Utilize a web-based database and data reporting tools (minimum Excel format), to input case management activities and other program related tasks.
5. Adhere to program monitoring by agency and county including a collaborative review of client eligibility and progress, as well as a review of documentation reflecting progress toward meeting services and outcome objectives.
6. Adhere to fiscal monitoring which may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy



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manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.

7. Attend all mandatory meetings, trainings, etc.
8. Complete and submit a mid-year report summary of services provided, year-end report summary, case log reports, and other information as requested from EHSD.
9. Provide data for youth and family demographics served under the agreement, such as number of youth served, number of relatives identified, number of resource family approval assessments, number started, number completed, number approved, etc.
10. Gather statistical data for measuring progress on performance outcomes and goals and communicate to CFS.
11. Organize supporting program documentation and share information with EHSD when requested, using the EHSD approved method of information sharing.
12. Submit monthly demands to the county with monthly statistical reports validating services provided and population served.
13. Ensure all known instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code section 11165.7. This responsibility shall include:
  - A requirement that all employees, consultants or agents performing services under this contract who are required by the Penal Code Section 11165.7 to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and will comply with them.
  - Establishing procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under Penal Code 11165.7 gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

B. Upon contract award, EHSD will:

1. Provide information to the Contractor concerning additional State or County requirements not provided herein; and



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2. Provide technical assistance to the Contractor, as requested, to help meet project goals.

#### C. Subrecipient Monitoring

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

1. (Contractor/Agency/Department) must include information required by the Code of Federal Regulations (CFR), specifically, Title 2 CFR §200.331 (Requirements for pass through entities) in each subrecipient's contract.
2. (Contractor/Agency/Department) must monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the CFR, including 2 CFR §200 (Uniform Guidance).
3. (Contractor/Agency/Department) must evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 2 CFR §200.
4. (Contractor/Agency/Department) must retain documentation to prove that determinations and monitoring were conducted during the contract term.

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



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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 (which includes Proposal Budget, Budget Narrative, and Financial Narrative) and the second file for the agency's Financial documents.

**File #1:** Save as "RFP 1197-Agency Name-Proposal". This file must contain agency proposal and all required attachments as specified in the RFP and must be signed (in blue ink) by officials authorized to bind the bidder to the provisions of the RFP.

**File #2:** Save as "RFP 1197-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.**

Attach both RFP files to the email and send to [Contractbid@ehsd.cccounty.us](mailto:Contractbid@ehsd.cccounty.us)

**The submission deadline is Friday, March 31, 2023 at 5:00 pm.**

Once you have submitted your Proposal you must call 925-957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your submission.

It is recommended that the email be encrypted before sending. You will receive an email response within 24 hours of receipt.

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

As a component of the Financial Proposal package, Bidder must submit one (1) copy of the organization's most recent audited financial statements. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA)



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must be submitted in lieu of audited financial statements if the latter is not available. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

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

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

A bidder's authorized representative may withdraw a proposal in person prior to **12:00 p.m. on Friday, March 31, 2023**. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.

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

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

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

## 5.2 Formatting Requirements

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

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

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.



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

#### 5.3 Required Documents

Required forms as reflected in Section 8 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 Submission Checklist (see Section 5.6) and numbered sequentially (excluding fiscal attachments). Electronic templates are posted on EHSD website under "RFP 1197" in "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.

##### 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. Complete the Proposal Cover Form. Officials authorized to bind the entity must sign. Do not place anything in front of this page.

##### 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 5.6 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.

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

Maximum of **15 pages** excluding proposal cover statement, table of contents, fiscal management narrative, program budget, budget narrative, fiscal attachments, and attachments.



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#### A. Agency Overview and Experience (maximum of 15 points)

- i. Provide a brief history of the organization/agency that includes the date of establishment and examples of relevant prior accomplishments and current programs related to the purpose of this RFP.
- ii. State how many people were served by your organization during 2021-2022 year to date.
- iii. Describe your agency's commitment to the proposed program and how the program described in this RFP fits your organization's mission and goals.
- iv. If a collaborative program is proposed, describe the relevant experience and strengths the partner group(s) offers the program and how services will be integrated.
- v. Describe the agency's experience and capacity to manage programs of the size and scope proposed. Include any information regarding trainings, seminars or education that your staff have participated in.
- vi. Note any other relevant aspects of the agency's service history that demonstrate capacity to provide the proposed services.

**Attach Statement of Qualifications (Form #2) in the Attachments** as indicated in the Checklist in section 5.6.

**Attach agency brochure, if applicable, in Attachments** as indicated in the Checklist in section 5.6

#### B. Program Proposal Description (maximum of 50 points)

For this portion of the proposal, please address the following, as appropriate:

##### i. Services Provided and Scope of Work (maximum of 10 points)

Provide a description of the proposed program's services and scope of work describing in detail each service the agency will provide annually during the contract period. The services and scope of work must demonstrate that the program is likely to attain the identified performance outcomes and be consistent with all requirements.

##### ii. Approach/Methodology (maximum of 10 points)

Describe the proposed approach and the rationale for this approach. Provide evidence that the approach is appropriate to achieve results toward the selected indicator(s) and the target population. Provide evidence from





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studies, journal articles, and/or evaluations that indicate this approach is a "best practice". For more information, please refer to the California Evidence-Based Clearinghouse for Child Welfare found online at <http://www.cebc4cw.org/>

iii. Action Plan/Program Implementation and Oversight (maximum of 10 points)

Describe the timeline for implementation of the service plan. Describe the action-steps the agency or collaborative will take in order to implement the services identified under this RFP. If the proposal is a collaborative effort, describe each agency's specific responsibilities and timelines, and the respective primary roles of staff in each agency in completing the action-steps.

iv. Outreach and Accessibility (maximum of 5 points)

Where applicable, discuss how the agency plans to reach and work with underserved/isolated communities to reduce barriers and increase utilization of services, e.g., hours of operation, interpreter services, transportation, child care and incentives.

v. Collaboration and Coordination (maximum of 5 points)

If this proposal is a collaborative effort, describe the primary activities and responsibilities of each collaborator. Indicate how resources will be shared, how funds will be leveraged and blended, and how service duplication will be avoided.

Indicate how this program will interface with other public and private agencies serving the same target populations or providing related services.

Describe how the communities being served will be involved in the planning and evaluation of the proposed program.

vi. Cultural Sensitivity (maximum of 10 points)

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



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#### C. Staff, Consultant, Subcontractor Qualifications (5 points)

- i. Describe the indirect and direct staff that will operate and support the program including their job titles, their estimated full time equivalent, and experience they have had in planning and implementing similar programs as well as their experience working with diverse communities.
- ii. Include an organizational chart illustrating how the proposed project relates with other agency projects and programs. **Place organizational chart in the Attachments** as indicated in the Checklist, Section 5.6.
- iii. 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 Checklist, Section 5.6.
- iv. Describe the demographics of the agencies staff as it relates to the proposed target population to be served. Discuss the agencies staff education/training and support on cultural competency.
- v. If utilizing a subcontractor, describe subcontractor staffing.

#### D. Evaluation Methodology and Accountability Plan – Program Outcomes and Performance Measures (maximum of 10 points)

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

Performance Outcome Objectives must:

- Be consistent with the desired RFP outcomes identify improvements to the condition, status or behavior of the identified population;
- Be achievable with the resources available to the program; and
- Identify appropriate and realistic methods to obtain objectives.

Please identify the intended proposed program outcomes and performance measures that the agency will use to monitor its effectiveness in achieving its



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stated objectives. Be sure to include measurable, quantified outcomes where possible and describe qualitatively important outcomes the agency is expecting to generate.

#### **4. Fiscal Management Narrative, Program Budget and Budget Narrative (maximum 20 points)**

##### **A. Fiscal Management Narrative (maximum 2 pages) (maximum 5 points)**

- i. Provide a brief description of the agency's accounting system and internal controls. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the **"Fiscal Attachments" section** referenced in the Proposal Checklist. Include the following as appropriate:
  - Overall system (accrual, double entry, automated or manual)
  - Timekeeping system
  - Inventory system
  - Payroll system
  - Cost allocation plan and methodology
  - Ledger system for receivables, payables, expenses, disbursements, petty cash
- ii. 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.
- iii. Complete and attach **Form #3, Board of Directors in the attachments** as indicated in the checklist in section 5.6.

##### **B. Program Budget & Budget Narrative (maximum 15 points)**

- i. Complete a line-item budget for programs under this RFP, showing all costs (**Form #4, Program Budget Template**) – An electronic template is posted on EHSD website under "RFP 1197" in Contracting Opportunities.
- ii. Complete Program Budget Narrative. Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations. Every item must be completed, if applicable.
- iii. Describe how efforts will be made to expend funds during the contract period.



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#### 5. Attachments

See Proposal Checklist in Section 5.6 for complete list of Attachments.

#### 6. Fiscal Attachments

See Proposal Checklist in Section 5.6 for complete list of Fiscal Attachments.

#### 5.5 Additional/Reminder Information for RFP Bid Proposal Response

Bidder must ensure submitted proposals include the following information incorporated into the response:

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



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#### 5.6 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 8.

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

**File #1: Save as "RFP1197-Agency Name-Proposal"**

- 1. Proposal Cover Statement** (Form #1).
- 2. Table of Contents**
- 3. Program Narrative (Max 15 pages)**
  - Agency Overview & Experience (15 points)
  - Program Proposal Description
    - Services Provided, Scope of Work, Program Objectives (10 points)
    - Approach/Methodology (10 points)
    - Action Plan/Implementation (10 points)
    - Outreach and Accessibility (5 points)
    - Collaboration and coordination w/other organizations (5 points)
    - Cultural Sensitivity Program Objectives (10 points)
  - Staff, Consultant, Subcontractor Qualifications (5 points)
  - Evaluation Methodology and Accountability (10 points)
- 4. Fiscal Management Narrative (Maximum 2 pages), Program Budget including Budget Narrative** (include Form #4, Program Budget). (20 points)
- 5. Attachments**
  - Organizational Chart** (With proposed project included)
  - 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.
  - Board of Directors** (Form #3)
  - Job Descriptions and/or Resumes** of Executive Director and key program and fiscal staff.
  - Agency Brochure (as available)**



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**File #2:** Save as "RFP1197-Agency Name-Financials"

**6. Fiscal Attachments**

- 1** copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
- 1** copy of bidder's manual of fiscal procedures and policies, if available, (reference Section 5.4).
- 1** copy of bidder's most recent audit including any applicable corrective action plans. 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.
- 1** copy of current Agency Budget with revenues and expenses indicated.



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## SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

### 6.1 Evaluation Process

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

### 6.2 Compliance Review

Compliance Review is a **Pass/Fail** evaluation.

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

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

### 6.3 Fiscal Review

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

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

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

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

EHSD Fiscal will review the required audit or audited financial statement included with each proposal. The audit or audited financial statement must be the most recent and



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complete available. The proposal with financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.

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

#### **6.4 Bureau Committee Review**

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

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

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





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#### 6.5 Scoring Methodology

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

RFP Scoring Methodology/Rating Sheet	Available Points
<b>Proposal Cover Statement</b> (Required but not weighted)	<b>0</b>
<b>Program Narrative</b>	
<b>Agency Overview/Experience</b> Including bidder's experience and demonstrated ability to deliver services to the targeted populations as specified	<b>15</b>
<b>Program Proposal Description</b> <ul style="list-style-type: none"> <li>• Services Provided, Scope of Work, Program Objectives (10)</li> <li>• Approach/Methodology (10)</li> <li>• Action Plan/Implementation Action-steps and timeline for implementation, including primary roles and responsibilities. - (10)</li> <li>• Outreach and Accessibility (5)</li> <li>• Collaboration and coordination w/other organizations (5)</li> <li>• Cultural Sensitivity - Cultural sensitivity of program and relevance of services to diverse client populations, including delivery of services in the clients' primary language (10)</li> </ul>	<b>50</b>
<b>Staff, Consultant, Subcontractor Qualifications</b>	<b>5</b>
<b>Evaluation Methodology and Accountability</b>	<b>10</b>
<b>Fiscal Management Narrative</b>	<b>5</b>
<b>Program Budget and Budget Narrative</b> Program budget detailing the cost for program administration, salaries, benefits and operation.	<b>15</b>
<b>Total available points</b>	<b>100</b>



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#### 6.6 Appeals Process

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

All bidders will receive a written and emailed notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request to **EHSD Director, 40 Douglas Drive, Martinez, CA 94553** or electronically to [contract\\_clerk@ehsd.cccounty.us](mailto:contract_clerk@ehsd.cccounty.us) no later than 5:00 pm on the 10<sup>th</sup> business day (May 23, 2023) after award notification. The appeal will be conducted in accordance with the EHSD process.

All written letters of appeal must state the following:

- The issue(s) appealed;
- How the alleged issue detrimentally effects the appellant; 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.

Letters of appeal must be addressed to the Employment and Human Services Department Director and received at 40 Douglas Drive, Martinez, CA 94553, or electronically to [contract\\_clerk@ehsd.cccounty.us](mailto:contract_clerk@ehsd.cccounty.us), no later than 5:00 p.m. on May 23, 2023. Notification of a final decision on an appeal shall be made in writing to the bidder.

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

#### 6.7 Contract Award and Negotiations

Successful 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, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.



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

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

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

The contract from this RFP will be for a twelve-month period (July 1, 2023 through June 30, 2023) with satisfactory first-year performance as a condition of any future contract renewal for up to two (2) additional years for a total of no more than three (3) years, depending upon funding availability and service need.

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

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

EHSD will negotiate contract agreements with the successful Bidder(s). The contract term will be July 1, 2023 through June 30, 2024.

Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidders on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the proposal. Disclosure will not automatically disqualify the Bidders; however, EHSD reserves the right to evaluate proposal(s) based on 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 will enter into a standard County contract that specifies:

Parties to the Contract

Effective Dates

Legal Type

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

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

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

Provisions for audit

General Conditions Contractors must comply with standard County Contract General Conditions included in this RFP in Appendix 9.1.

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 9.1, 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



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- 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. Contractor 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 either a fee-for-services, a cost reimbursement, or a fee-for-service/cost reimbursement combination basis as negotiated with the bidder at County's option. Contractor is required to provide a detailed line-item budget on **Form #4, Program Budget**. Monthly billing/invoices will be required. 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



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of confidential case information for any other purpose is a misdemeanor under California Welfare & Institutions Code Section 10850. Contractor shall inform all of their employees of the requirements concerning Confidentiality in the handling of client information. EHSD may take further steps to ensure Contractors' awareness of the provisions of California Welfare and Institutions Code Section 10850, and may require that Contractor have employees sign acknowledgment of their understanding of said statute and its provisions.

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

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

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

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



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Contractor will be required to provide the following reports:

- Fiscal Reports including monthly expenditure reports developed by EHSD, including a line item cost report based on actual expenditures.
- Monthly Status Reports (MSR) as developed in conjunction with EHSD are required. At a minimum, Contractor will be required to submit the following information:
  - Clients/Families served
  - Services provided to each Client/Family, including location, date, number of hours
  - Clients/Families who completed services
- Bi-annual and Annual Narrative Summary.
- Financial and performance closeout reports at the end of the contract to reconcile statistical and financial information.

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls as well as complete any required State data collection forms as supplied by EHSD. Contractor is to 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: REQUIRED FORMS**

*All forms must be completed and attached to submitted proposals.  
Electronic templates are posted on EHSD website under "RFP 1197" in "Contracting Opportunities".*

	<b><u>Form #</u></b>	<b><u>Form Title</u></b>
8.1	<b>#1</b>	<b>Proposal Cover Statement</b>
8.2	<b>#2</b>	<b>Statement of Qualifications</b>
8.3	<b>#3</b>	<b>Board of Directors</b>
8.4	<b>#4</b>	<b>Program Budget</b>





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

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

<b>PROPOSAL COVER STATEMENT – RFP 1197</b>	
<b>BIDDER ORGANIZATION NAME</b>	
<b>ADDRESS</b>	<b>Bidder Phone</b>
	<b>Bidder Fax</b>
	<b>Web Address</b>
<b>CONTACT PERSON</b>	<b>Contact Phone</b>
	<b>Contact E-mail</b>
	<b>Contact Fax</b>
<b>ADDRESS OF PROGRAM (if different than above)</b>	
<b>PROGRAM TITLE</b> Family Finding & Engagement and Resource Family Pre-Approval Supportive Services	
<b>COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)</b>	
<b>AMOUNT OF FUNDING REQUEST</b> TOTAL AMOUNT REQUESTED \$ _____	
<b>FEDERAL EMPLOYER NUMBER</b>	<b>501(C)(3) EXEMPTION</b> _____
<b>AGENCY PRIOR YEAR NET OPERATING BUDGET</b> \$ _____	
<b>AUTHORIZATION</b> <i>We submit the attached response to the Notice of Request for Proposal No.1197 dated <u>March</u> 2023 and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</i>	
<b>AUTHORIZED REPRESENTATIVES: (two signatures required)</b>	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



**8.2 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), each agency involved must complete this form.**



**8.3 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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**8.4 FORM #4: Program Budget - 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	\$ -	
<b>BUDGET CATEGORY DESCRIPTION</b>	<b>BUDGETED COST REIMBURSEMENT AMOUNT</b>	<b>BUDGET NARRATIVE</b>
PERSONNEL AND FRINGE BENEFITS	\$ -	
OPERATING COSTS	\$ -	
OTHER COSTS	\$ -	
PARTICIPANT COSTS	\$ -	
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS	\$ -	
<b>COST REIMBURSEMENT AMOUNT</b>	\$ -	
<b>BUDGET - IN-KIND MATCH (If Applicable)</b>	<b>IN-KIND AMOUNT</b>	<b>BUDGET NARRATIVE</b>
IN-KIND MATCH	\$ -	
<b>IN-KIND AMOUNT</b>	\$ -	
Cost Reimbursement Amount	\$ -	
In-Kind/Match Amount	\$ -	
Total Budget	\$ -	
<b>BUDGET AMOUNTS FROM CELLS B6 &amp; B7</b>	-	
<b>MUST BE ZERO</b>	-	



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#### **SECTION 9: APPENDICES**

- 9.1 General Conditions**
- 9.2 Federal Subaward Special Conditions**
- 9.3 California Department of Social Services (CDSS) Supplemental Provisions**



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#### 9.1 GENERAL CONDITIONS

1. **Compliance with Law**. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Inspection**. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records**. Contractor 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 there under, 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,



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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 there under.

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 or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section 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 shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
  - c. **Cessation of Funding.** Notwithstanding 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





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

b. **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.



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- 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 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 be 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, 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



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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 the County. Contractor covenants that Contractor, its employees and officials, are not now employed by the County and have not been so employed by the 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, or 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, 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



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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 the County for the portion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

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

c. **Certificate of Insurance.** The Contractor must provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If 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



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during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.



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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 and Rights in Data.** 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 the 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.



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#### 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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#### 9.2 Federal Subaward Special Conditions

The hereby contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR 200.

#### II. Definitions:

A. CFR means Code of Federal Regulations

B. CFDA means Catalog of Federal Domestic Assistance

C. Subrecipient – – Title 2 CFR section 200.93

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

D. Subaward – – Title 2 CFR section 200.92

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

E. Pass-through Entity – – Title 2 CFR section 200.74

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

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

IV. The Subrecipient is TBD.

V. The Subrecipient's unique identification number is TBD.

VI. If applicable, the Federal Award Date is 10/1/2021.

VII. If applicable, the Federal Award Identification Number (FAIN) is 2101CAFOST.





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- VIII. The Subaward Period of Performance is from 7/1/2023 to 6/30/2024.
- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal award is \$110,950.00.
- X. The AL Number is 93.658.
- XI. The Federal Program Title is Title IV-E Foster Care
- XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.
- XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.



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#### 9.3 California Department of Social Services (CDSS) Supplemental Provisions

##### I. 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 anyway 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,



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the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish, 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



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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 anyway limiting the provisions of Section 9 (Disputes) of the General Conditions, and unless prohibited by applicable State or federal 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.