



CONTRA COSTA COUNTY

Kinship Support Services Program REQUEST FOR PROPOSALS (RFP) 1203

The Contra Costa County Employment and Human Services Department (EHSD) Children and Family Services (CFS) Bureau is pleased to announce Request for Proposals (RFP) 1203 for the Kinship Support Services Program. CFS is seeking qualified community-based, non-profit organization(s) to deliver relative caregiver support services Countywide. These services are necessary to support Contra Costa County caregivers in successfully raising their kin and preventing the removal of children from an extended family when the biological parents are unable to provide care.

Program funding is for the initial period of July 1, 2024 through June 30, 2026. Total program funding is estimated at up to \$3,053,904 (\$1,017,968 annually). Funding may include county and state funds. The County has the ability to award the successful Bidder(s) a 24-month contract with the possibility of a one (1) year renewal based upon satisfactory performance, available funding, and service need.

Please read this entire packet carefully.

Final proposal submission will be due

by 5:00 pm on Tuesday, December 19, 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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SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP) 1203

CHILDREN AND FAMILY SERVICES BUREAU

KINSHIP SUPPORT SERVICES PROGRAM

The Contra Costa County Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau, announces the issuance of Request for Proposals (RFP) 1203, making available up to \$3,053,904 (\$1,017,968 annually), for qualified community-based, non-profit organizations to deliver Kinship Support Services programming to Contra Costa County relative caregivers raising their kin Countywide. These services are necessary to support relative caregivers in successfully raising their kin and preventing the removal of children from an extended family when the biological parents are unable to provide care.

Total program funding is estimated at up to \$2,035,936 (\$1,017,968 annually) for the initial period of July 1, 2024, through June 30, 2026. Funding may include county and state funds. The County has the ability to award the successful Bidder(s) a twenty-four (24) month contract with the possibility of a one (1) year renewal based upon satisfactory performance, available funding, and service need.

Bidders' proposals are due by **Tuesday, December 19, 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	November 9, 2023
Questions about RFP due to EHSD (e-mail)	November 29, 2023
Responses about RFP from EHSD (published)	December 5, 2023
Deadline for RFP Submission to EHSD	December 19, 2023, 5 pm
Compliance Evaluation	By December 22, 2023
Fiscal Evaluation	By January 10, 2024
Programmatic Evaluation / Review	By February 1, 2024
Award Letter Sent	February 9, 2024
Appeal Period	February 22, 2024
Contract(s) Negotiations / Development	April 2024
Board of Supervisors' Authorization	May 2024
Contract Start Date	July 1, 2024

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

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

***Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1203" in the subject line, by November 29, 2023. Responses to questions will be posted on EHSD website under "RFP 1203" by December 5, 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 no more than three (3) qualified community based, non-profit organizations that have interest, experience and expertise in delivering Kinship Support Services for Contra Costa County relative caregivers and the kin youth residing in their homes.

The mission of Contra Costa County Employment and Human Services Department, Children and Family Services (CFS) is to promote the well-being and safety of children, families, and communities. As such, to increase positive outcomes, CFS recognizes the value of supporting children and youth residing in kinship care as a community-based alternative to out-of-home placement. CFS also understands the importance of providing support to kinship families to better enable relative caregivers to maintain a caring and supportive environment for the children and youth in their care.

The California Department of Social Services (CDSS) appropriated funds to conduct a Kinship Support Services Program (KSSP), as authorized by Assembly Bill (AB) 1193 (Chapter 794, Statutes of 1997) and set forth in Welfare and Institutions Code (W&IC) section 16605. This program provides funds for the start-up and expansion of statewide KSSP services. These programs provide community-based family support services to relatives caring for juvenile court-dependent children placed in their homes, as well as for those who are at risk of dependency or delinquency. Additionally, these programs will provide post-permanency services to relative caregivers who have become the legal guardian or adoptive parent of formerly dependent children.

The successful respondents will be expected to have demonstrated expertise and documented successful outcomes in delivering Kinship Support Services defined under this RFP, demonstrated ability to work closely with CFS staff, and demonstrated ability to offer all types of kinship programs which are culturally sensitive and responsive when working with families and youth from diverse populations.

3.2 Qualified Bidders

Eligible Bidders are non-profit community-based organizations (Organizations) which on their own, or in formalized partnership with other non-profit organizations, have adequate controls and personnel to provide comprehensive Kinship Support Services as defined in Section 4.



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Qualified Bidders must:

- Have documented success providing kinship services that are the same or similar to those requested in this RFP to similar at-risk populations;
- Demonstrate a capacity for collaboration and interagency coordination;
- Attest to their qualifications on Form #2, Statement of Qualifications (see Section 5. REQUIRED FORMS);
- Utilization of relative caregivers or kin youth with lived experience in the areas being served as employees of the program; and
- A viable plan for ongoing financial support of the local kinship support services program that demonstrates decreased reliance on county and/or state funds.

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) twenty-four (24) month standard contract per selected Organization, with no more than three (3) selected Organizations awarded, one (1) for each region of Contra Costa County. The total combined award will not exceed \$1,017,968 annually to fund Kinship Support Services countywide. If a twenty-four (24) month contract is awarded, the initial contract period is expected to be July 1, 2024 through June 30, 2026 and the contract(s) resulting from this RFP may potentially be renewable for Fiscal Year (FY) 2026/2027 at the discretion of EHSD. 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 services under this RFP consists of State 2011 Realignment funds and if needed, may include county funds. The Contra Costa County Employment and Human Services Department (EHSD) will administer these funds.

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

Legal Authorities – Program Requirements, Standards and Guidance

All services and activities are to be provided in accordance with all applicable local, state and federal laws and regulations, and as those laws and regulations may be amended from time to time.



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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 November 29, 2023 via e-mail to contractbid@ehsd.cccounty.us with "RFP 1203" in the subject line. Responses to the questions will be posted on the EHSD website in the "Contracting Opportunities" page under "RFP 1203" by December 5, 2023. **No programmatic questions will be responded to if received after the November 29, 2023 deadline.** After the deadline, only RFP process related questions will be accepted and can be sent via email to 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

The Kinship Support Services Program (KSSP) is a program designed to support, strengthen, enhance, and assist the caregivers responsible for raising a relative's child, while nurturing the child in their care and preventing out-of-home placement. The goal of this program is to offer services countywide to deliver support to families to ensure the stability and safety of the relative children in their care, thereby promoting permanency and positive outcomes for the children in placement with relative caregivers.

4.2.1 Kinship Support Services

KSSP refers to a collection of strategies that help provide services and supports for relative caregivers, non-related extended family members (NREFM) and children residing in the care of a family member when the biological parent cannot provide care. In September 2023, there were 437 children, 18 years of age and younger, with an open child welfare case in Contra Costa County residing in out of home care. Of those children, 123 (28%), were placed with a relative. In addition, there were 110 non-dependent guardianship cases for children 18 years of age and younger, in which 49 (45%) are placed with a relative/NREFM.

The target population of this program is:

Relative caregivers residing in Contra Costa County and the relative children/youth living in their homes where:

- the relative children/youth are placed in their homes by the juvenile court;
- the relative children/youth living with them are at risk of dependency or delinquency;
- the relative caregiver is seeking guardianship through the Probate Courts for the relative children/youth living with them;
- the relative caregiver is the legal guardian or adoptive parent of formerly dependent Contra Costa County children/youth; or
- the relative children/youth are in voluntary placement.



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It is expected that KSSP services be provided in all three geographical regions of the county (East, West, and Central). Each region requires a Kinship Center ("Center") and must have sufficient space and a welcoming environment to deliver proposed services (e.g., support groups, activities, tutoring, counseling, etc.) and be located in an area that is safe and easily accessible to the population to be served.

Proposals **are required to** meet the following criteria when determining the Centers for KSSP use:

- a. Compliance with Americans with Disabilities Act (ADA) requirements
- b. Easy access to public transportation and adequate parking
- c. Location offers security and safety to participating families/youth
- d. Visible identification or signage that indicates center offers KSSP services
- e. Indoor space for small and large group activities such as conferences and training sessions
- f. Outdoor space (preferably fenced) or easy access to a park/play area
- g. Welcoming reception area for family/child/teen
- h. Space for storing clothes and food pantry
- i. Space for a resource library
- j. Space for educational/academic enrichment for youth
- k. Kitchen space

KSSP will target the following outcomes:

- a. Promote family connections and keeping children/youth connected to their extended families and community.
- b. Promote retention of children/youth living with caregiver relatives.
- c. Promote permanent placement of children/youth with caregiver relatives when returning to biological parents is not a feasible permanency plan.
- d. Promote the healthy well-being and better equip relative caregivers to support the needs of the relative children/youth residing in their home.
- e. Promote successful outcomes for emotional, behavioral, extra-curricular and academic performance for children/youth residing with caregiver relatives.

The selected Organization(s) will be expected to work closely with CFS staff to deliver services identified under this RFP. Services delivered as part of the KSSP to the identified target population may include, but is not limited to case management, outreach, referral to mediation services, support groups, caregiver recreation and respite, support activities for children/youth (including recreation and after-school activities), enhanced legal guardianship support, an enhanced academic achievement program for youth/young adults, and access to education forums related to health and parenting needs/issues. Detailed KSSP services are included but not limited to the following components which each bidding respondent must provide.



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- A. Deliver KSSP services both in the caregiver home and through the designated regional Kinship Center.
- B. Case Management Services – case management support to kinship families is beneficial in establishing trusting relationships and identifying family strengths, needs and goals.
1. Individualized case management to families and youth enrolled in the KSSP to establish and understand the needs of the family, which may include, but not be limited to: supportive services assistance, advocacy, family stabilization needs, crisis intervention, legal assistance, education, childcare, medical, mediation referral, home visits, direct financial assistance, support groups, educational forums, recreational/respice activities, and the like.
 2. May involve sequencing services to obtain maximum benefit and efficiency, so the child and relative caregivers are not overwhelmed by multiple appointments and can avoid redundant services.
 3. Accept kinship referrals and provide referrals to community support, training and educational services to support the permanency, safety and well-being of caregivers and youth.
 4. Provide ongoing family needs assessments, home visits, and supportive services to Kinship participants.
 5. Through individualized family/youth case management, provide information, referrals, resources, and supportive services identified during individualized case management services as needed to dependent and non-dependent young adults (ages 14-21 years old) with supports such as, but not limited to: employment assistance, job-training assistance, high school GED or post-secondary enrollment/attendance assistance, money management, maintaining healthy mental health and life skills to help achieve independence.
- C. Support Groups for Caregivers - Proposed programs should include regularly scheduled in person caregiver support groups, held at least once (1) per month, that:
1. Create a safe and supportive environment in which to discuss experiences.
 2. Provide respite from the cares and worries of day-to-day problems.
 3. Educate and inform, especially parent education in dealing with the child's biological parents and positive parenting techniques.



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4. Develop methods and skills for solving problems and trauma-informed discipline.
 5. Encourage personal growth and development.
 6. Example topics include, but not limited to: relationship understanding, child-rearing skills, social media, skills to reduce emotional trauma, life skills education for youth in their care, healthy well-being, self-care and the like.
- D. Support Groups for Children/Youth - Proposed programs must include in person, children/youth support groups. Support groups must be age/gender/identity based that facilitate discussions to support health, safety, permanency, and well-being of youth and help achieve goals identified by youth through case management.
- E. Support Activities for Caregivers – Establish regularly scheduled events and opportunities for caregivers to not only have a break, but to also allow caregivers to connect with other caregivers in their community to establish partnerships and support systems. At least one (1) recreational or caregiver group activity per month is required. Examples of events include, but are not limited to: bingo, bar-b-ques, movie night, social hour, holiday celebrations, and the like.
- F. Support Activities for Children – Establish and offer regularly scheduled events for children/youth of various age groups to establish social and emotional connections with other children/youth and families in their community.
1. At least one (1) recreational or group activity per month is required. Examples of events include but are not limited to: bar-b-ques, art/painting, holiday celebrations, day at the park, movie time, and the like.
 2. In addition, events and opportunities arise for children in all households that may require financial resources for the child to be able to participate. Examples of activities that may be invaluable in relation to the healthy physical and emotional development of a child include, but not limited to: school trips, participation in clubs, participation in sports, day camps, and residential summer camps, and the like.
- G. Educational Support for Families, including Children/Youth – Provide educational support services for children/youth based on the needs of individual families, such as:
1. Collaborate and coordinate with the local community college's Kinship and Foster Care Education Department or other qualified parties, to provide monthly and/or quarterly educational forums and workshops appropriate for kinship caregivers and/or the youth in their care.



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2. On Site or in person individual group tutoring and mentoring (Homework Club).
 3. Services at each of the Regional Kinship Centers focused on children/youth transition to adulthood coordinated by the Organization's Independent Living Skills staff.
 4. Academic enrichment activities like arts, crafts, sports, dance, and the like.
 5. A resource library at the local Kinship Centers or referral to a local community library which offers written, audio, and visual materials and service information provided by Contractors and subcontractors, public agencies, and other community-based organizations.
- H. Enhanced Academic Achievement Program – provide an enhanced Academic Achievement Program that will focus on academic services and supports for middle school youth, high school youth and young adults (Youth) to help bridge the academic gap between Youth in kinship care experience and attempt to improve academic achievement and healthy mental health practices. In addition, provide a parallel program track for Caregivers that supports the learning and academic success for the Youth. The Program will:
1. Engage and support Caregivers and other identified educational advocates to help support the academic success of the Youth.
 2. Collaborate with local colleges and community agencies to offer monthly educational workshops or training for Youth, to be held in person or virtually.
 3. Provide incentives to Youth and caregivers to promote engagement, participation, and completion of enhanced academic achievement program sessions, workshops, training, goals and the like.
 4. Provide linkages to community resources.
 5. Provide at least four (4) family-friendly field trips per year related to the enhanced academic achievement program to expand the Youth's academic confidence, such as college tours, career exploration, athletic programs, music/arts, meetings with business owners and other professionals, and the like.
 6. Provide family conferencing/case management of Youth struggling in high school.



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7. Provide school/educational advocacy and other needed supports for Youth's academic success.
 8. Provide post-high school education support, including college, vocational, and career navigation and planning.
 9. Offer independent living skill opportunities for those not eligible for county-provided Independent Living Skills Program (ILSP), i.e., navigating adulthood, planning for housing, how to pay for college, finance 101, becoming a stable young adult, and the like.
 10. Offer psycho-educational workshops.
 11. Provide healthy mental health practice training and support groups, including navigating positive relationships.
- I. Kin Caregiver Partner Program – Organizations must provide the ability to recruit, assist in the training of, and supervise Kinship Caregiver Partners (Partners). These Partners will have first-hand, lived experience with the Child Welfare system and help caregiver relatives who are in the Resource Family Approval (RFA) process, participate in Child and Family Team meetings, conduct outreach to identify issues and concerns, and assist with developing solutions for families and the Program. Partners should be connected to community resources and be directly involved with local kinship centers.
- J. Family Meetings - The purpose of the family meeting is to increase participation of families, including extended family members, in planning and accepting responsibility for the well-being of their kin. Organizations are to ensure KSSP staff are available to attend family meetings, client/family home visits, Child Family Team (CFT) meetings and the like. The goal is to support and guide families—including extended family members—in providing their own resolutions to child welfare concerns by using their strengths, resources, culture, and relationships.
- K. Respite Assistance - For children being cared for by their relatives outside of foster care, Organizations will provide respite care referrals and reimbursement for caregivers where paid respite care is provided for relative children in their care. The form that respite could take under this RFP is limited by the requirement that the Bidder provide sufficient detail to demonstrate the service will be responsibly administered:
1. The respite settings will be safe and healthy for the children receiving care;
 2. They meet all applicable statutory and regulatory requirements; including



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3. The requirement that the service be short-term and non-recurring (i.e., not regular childcare).
- L. Non-Recurring Material Support – Such needs may include a bed or other specific non-recurring items. While providing for material needs alone will not be considered a program under this RFP, meeting these needs may be included as part of a larger program.
1. Provide family emergency assistance to participating KSSP caregivers as needs are determined by KSSP staff and approved by CFS to help support the stability and safety of the relative children in their home.
 2. Solicit/utilize community resources and linkages to other services and programs where possible.
 3. Examples include, but not limited to: groceries, clothes for children, bed/crib for children, diapers, formula, utility bills, and the like.
 4. Services provided as non-recurring material support may not include the direct provision of funds to eligible program participants.
- M. Outreach - Conduct community outreach and recruitment to increase the participation of eligible, unserved caregiver relatives in KSSP.
1. At least one (1) community outreach activity per month promoting KSSP.
 2. Conduct ongoing outreach (phone, email, mail, and the like) to eligible, unserved caregiver relatives to increase participation.
 3. The outreach effort must be strategically designed to reach relative caregivers who, without support, are at significant risk of being unable to continue to adequately meet the needs of the relative children in their homes.
 4. Prepare monthly Kinship Center activity calendars with a schedule of events, services, and activities to promote attendance and enrollment in the KSSP.
 5. Participate in agreed upon County/CFS meetings, events, training sessions and other activities to help facilitate KSSP family recruitment and support.
 6. Programs presently serving appropriate target populations may wish to expand into previously un-served areas.



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N. Additional Services - In addition to the specific service priorities listed above, program proposals should emphasize the organization's capacity to provide the following:

1. Support kinship caregivers who are in the County Resource Family Approval (RFA) process (i.e., have staff participate in CFT meetings, facilitate positive and productive relationships between kinship caregivers and CFS, assist with developing solutions, and the like.
2. Attend CFS local district partnership committee meetings and participate in other community collaborate meetings/events as determined by CFS to establish a positive working relationship with resources in the community and facilitate client linkage to community services.
3. Provide legal guardianship assistance, advocacy and referrals to external resources as needed.
4. Assessment of the need for KSSP services and ongoing service management. When applicable, and in coordination with CFS, make best efforts to support moving children out of foster care and into Kin-GAP, or adoption, placement stability, and through delivery of services help prevent children from entering foster care.
5. Information and referral services aimed at maintaining the kinship family unit (for example: housing, navigating multiple disciplinary systems, legal services, day care, and developing alternative plans of care if and when they are no longer able to care for the child).
6. Coordination with Area Agency on Aging to share resources, referrals, and programmatic improvements.
7. Services that are coordinated with programs funded through Children and Family Services.
8. Strength-based, family focused services that enhance individual and community growth, and development and work to directly reduce violence in the community.
9. Culturally responsive services that meet the specific needs of diverse populations and are delivered in the primary languages of families in the community, such as Spanish and Southeast Asian languages



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4.2.2 Documentation/Record Keeping

- A. Collect demographic and statistical data for measuring progress on performance outcomes and goals and communicate to CFS.
- B. Collect, measure, and report data if/as required by CDSS and/or CFS as specified.
- C. Provide regularly scheduled program activity reports (monthly, quarterly and/or biannually); provide data on youth and family demographics served under the agreement, such as, types of clients served (families, adults or children), number of youth and families served, ages of children, family composition, service encounters, events and program services delivered, referrals to other programs, and the like.
- D. Organize supporting program documentation, document case plans, case files, etc. and share information as requested with EHSD CFS, using the EHSD CFS approved method of information sharing.
- E. 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.
- F. 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.
- G. 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. 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.
 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.

4.3 Minimum Qualifications

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

- A. Bidding Organization:



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1. Has Center(s) to deliver kinship services in the region(s) of the County where services are being delivered (East, West, and/or Central) that meets or exceed the requirements listed in Section 4.2.1.
2. Provide sufficient, experienced, qualified, licensed and trained staff to deliver required services identified within this RFP.
3. Ensure staff practice cultural humility and have an awareness of one's cultural world views, knowledge of other cultural practices with the intention of honoring their beliefs, customs and values.
4. Ensure staff are extremely knowledgeable of County Welfare requirements and community resources.
5. Possesses and delivers cultural sensitivity when working with families and youth from diverse populations and provides relevant interventions to address the needs of participants from varying backgrounds, including but not limited to ethnicity, religion, sexual orientation, gender identification and expression (SOGIE).
6. Demonstrates and possesses extensive experience providing kinship support services programming for a child welfare agency.
7. Demonstrates and possesses knowledge of child welfare systems and regulations such as the Welfare and Institutional Codes (W&I).
8. Demonstrates and possesses knowledge of educational rights for children and youth.
9. Demonstrated success with providing positive outcomes for kin caregivers, and the children and youth with which they reside.
10. Possesses knowledge of applicable laws, relevant to safety, permanency and well-being of children.
11. Possesses strong collaboration skills and is able to collaborate with internal and external partners.
12. Ensures Staff are trained for and utilize trauma-informed techniques when working with youth and families.
13. Possesses and demonstrates experience working with families in a social work context, ability to establish rapport and build positive relationships, have a



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- thorough knowledge of family dynamics and child development, and utilizes community resources applicable to support case referral needs.
14. Organization(s) awarded will make every effort to employ direct service staff who have lived experience, are bilingual and available to provide services to a variety of monolingual families, including, but not limited to, Spanish and other languages as needed.
 15. Organization(s) awarded will ensure all employed Staff working on this program have Department of Justice, LiveScan and Child Abuse Index Clearance.
 16. Organization(s) awarded will provide or partner with other qualified community partners to deliver Annual Mandated Reporter Trainings to all employed Staff working on this program.

B. Staffing:

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

1. Employ staff that can support and deliver the following roles for the KSSP:
 - a. Management and Coordination of the KSSP
 - b. Case Management for Kinship Caregivers and Youth
 - c. Kinship Mentor
 - d. Kinship Caregiver Partner
 - e. Enhanced Academic Programming
 - f. Administrative/Support for implementation and delivery of the KSSP
2. Qualifications, experience, and licensing necessary to support the deliverables of this program.
3. Higher Education in Social Welfare, Counseling, Psychology or closely related field expected.
4. Extensive experience required in Child Welfare, working with caregivers and youth, and family engagement activities.
5. Experience required in counseling, coaching, placement permanency and behavioral support services.



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6. Experience working with youth from diverse populations, including but not limited to ethnicity, religious backgrounds, sexual orientation and gender identity expression (SOGIE).
 7. Receive training on topics including: Mandated Reporting, Cultural Proficiency Development, Suicide Prevention, Crisis Management, Boundaries and Good Practice, CPR Training and Certification (for all age groups), and additional topics as requested by CFS Division Manager.
 8. Bilingual language capability, including but not limited to, Spanish, Chinese and other languages as needed.
 9. Department of Justice, LiveScan and Child Abuse Index Clearance.
 10. Understanding that all Staff are mandated reporters. Any information indicating abuse or suspected abuse disclosed by children or youth must be reported to the CFS Social Worker or CFS Screening Hotline.
- C. Insurance Requirements: Organization(s) 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. California Department of Social Services (CDSS) Supplemental Provisions: Contractor must comply with California Department of Social Services (CDSS) provisions. Refer to 9.2 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 Organization(s) awarded the contract through this RFP. At a minimum, the Organization(s) will be expected to:
1. Perform all services with a high degree of quality/performance 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.



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4. Utilize a web-based database and data reporting tools (minimum Excel format), to input case management activities and other program related tasks and deliverables.
 5. Adhere to program monitoring by Organization 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 Organization budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.
 7. Attend all mandatory meetings, trainings, etc.
- B. Upon contract award, EHSD will:
1. Provide information to the Contractor concerning additional State or County requirements not provided herein; and
 2. Provide technical assistance to the Contractor, as requested, to help meet project goals.



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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 EHSD.org website only. Submissions **must be separated into two (2) files**, first file for the Organization Proposal (which includes Proposal Budget, Budget Narrative, and Financial Narrative) and the second file for the Organization's Financial documents.

File #1: Save as "RFP 1203-*Organization Name*-Proposal". This file must contain agency proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the bidder to the provisions of the RFP.

File #2: Save as "RFP 1203-*Organization Name*-Financials". This file must contain all required financial documents as specified in the RFP.

On EHSD.org, on the page on which RFP 1203 is published, please click the "Submit Bid" button at the bottom of the proposal announcement. A separate box will pop up with a series of screens for the proposer to enter data. Please complete the required fields on each screen pop up and then upload File #1 and File #2 when prompted to do so. After the files are uploaded, click the "Submit Bid" button. A notification will pop up to inform you that your bid has been submitted. An email will also be sent to the email address provided during the submission screen process. PLEASE DO NOT email files to EHSD.

To ensure EHSD has received proper notification of your RFP submission, after you submit your proposal you must call: (925) 957-5645 and follow the instructions provided.

Any proposal received after the deadline will be rejected. Mail-in, email, 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) must be submitted in lieu of audited financial statements if the latter is not available. A



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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 **5:00 p.m. on Tuesday, December 19, 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

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

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

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.



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

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

5.3 Required Documents

Required forms as reflected in 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 1203" 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.



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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.

A. **Organization Overview and Experience (maximum of 15 points)**

- i. Provide a brief history of the Organization that includes the date of establishment and examples of relevant prior accomplishments and current programs related to the purpose of this RFP.
- ii. State target population(s) served, number of clients, demographic and geographic information and types of services provided by your organization during 2022-2024 year to date.
- iii. Identify if the Organization is located in the geographical area(s) to be served and location of Center(s).
- iv. Describe your Organization's commitment to the proposed program and how the program described in this RFP fits your organization's mission and goals.
- v. 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.
- vi. Describe the Organization's experience and capacity to provide services identified within this RFP, including length of time the Organization has been providing these services.
- vii. Describe the Organization's qualifications and experience in providing:
 - a) Strengths-based, trauma-informed family engagement, and kinship support services to help youth and caregivers.
 - b) Services to children and families, particularly programs and activities that enhance child development and foster healthy communication and positive parenting techniques.
 - c) Direct interaction with families with multiple stressors, including high risk factors such as domestic violence, substance abuse and mental health issues.
 - d) Culturally responsive and equitable access to services to diverse populations, including but not limited to ethnicity religions backgrounds and gender identification.



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- viii. Indicate staffing pattern (size, composition, education level and experience with program and methodologies to be utilized).
- ix. Describe the Organization's ability to manage programs of the size and scope proposed. Include any information regarding trainings, seminars or education that your staff have participated in.
- x. Describe the Organization's community outreach efforts and networking relationships.
- xi. Note any other relevant aspects of the Organization'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 Organization 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 20 points)

Provide a complete narrative of the proposed program's services and scope of work describing in detail each service the Organization will provide during each year of the overall term identified in the RFP. 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. Action Plan/Program Implementation and Oversight (maximum of 10 points)

Bidders may bid for more than one region. Identify geographical region(s) to be included as part of the bid: East, West, or Central. Ensure the narrative and contents meet the specific regional needs based on budget and staffing limits.

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



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iii. Outreach and Accessibility (maximum of 5 points)

Where applicable, discuss how the Organization 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.

iv. Collaboration and Coordination (maximum of 5 points)

If this proposal is a collaborative effort, describe the primary activities and responsibilities of each Organization. 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.

v. Cultural Sensitivity (maximum of 10 points)

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

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, implementing and delivering services for similar programs as well as their experience working with diverse communities.
- ii. Include an organizational chart illustrating how the proposed project relates with other Organization 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 Organization's Executive Director and key program staff. **Place job descriptions and/or resumes in the Attachments** as indicated in the Checklist, Section 5.6.



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- iv. Describe the demographics of the Organization's staff as it relates to the proposed target population to be served. Discuss the Organization's 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 Organization will use to monitor its effectiveness in achieving its stated objectives. Be sure to include measurable, quantified outcomes where possible and describe qualitatively important outcomes the Organization is expecting to generate.

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

A. Fiscal Management Narrative (maximum 2 pages)

- i. Provide a brief description of the Organization'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)



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- Timekeeping system
 - Inventory system
 - Payroll system
 - Cost allocation plan and methodology
 - Ledger system for receivables, payables, expenses, disbursements, petty cash
- ii. Explain how the Organization'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

- 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 1203" 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.

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:

- A. Proposals must include a plan that addresses the service deliverables identified in this RFP.
- B. Proposals must include descriptions of the services to be provided along with the



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identified population and service location(s).

- C. Proposals must include an estimate of how many families and youth will be served by the Organization.
- D. Proposals must define the specific outcomes that will be achieved.
- E. Proposals must address any barriers to service accessibility and a plan to remove those barriers.
- F. Bidder must demonstrate a capacity for collaboration and interagency coordination.
- G. Bidder must have a viable plan for ongoing financial support of the local support services programs that demonstrates decreased reliance on state funds.
- H. Bidder must describe how they will develop and/or maintain the necessary community supports.
- I. 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 "RFP 1203-Organization Name-Proposal"

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



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File #2: Save as "RFP 1203-Organization Name-Financials"

- 6. Fiscal Attachments**
 - 1 copy of Bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if Organization 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 Bidder's current Organization 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 Organization's demonstration of:

- Organization solvency;
- Adequate Organization 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
Proposal Cover Statement (Required but not weighted)	0
Program Narrative	
Organization Overview/Experience Including bidder's experience and demonstrated ability to deliver services to the targeted populations as specified	15
Program Proposal Description <ul style="list-style-type: none"> • Services Provided, Scope of Work, Program Objectives, Approach/Methodology (20) • Action Plan/Implementation Action-steps and timeline for implementation, including primary roles and responsibilities. - (10) • Outreach and Accessibility (5) • Collaboration and coordination w/other organizations (5) • Cultural Sensitivity - Cultural sensitivity of program and relevance of services to diverse client populations, including delivery of services in the clients' primary language (10) 	50
Staff, Consultant, Subcontractor Qualifications	5
Evaluation Methodology and Accountability	10
Fiscal Management Narrative	5
Program Budget and Budget Narrative Program budget detailing the cost for program administration, salaries, benefits and operation.	15
Total available points	100

6.6 Appeals Process

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.**



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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 via email to contract_clerk@ehsd.cccounty.us no later than 5:00 pm on the 10th business day (February 22, 2024) 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 via email to contract_clerk@ehsd.cccounty.us, no later than 5:00 p.m. on February 22, 2024. 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.

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.



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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(s) resulting from this RFP are anticipated to be for a twenty-four month period (July 1, 2024 through June 30, 2026) with satisfactory performance as a condition of any future contract renewal for up to one (1) additional year for a total of no more than three (3) years, depending upon funding availability and service need.

The contracting person or Organization 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 is anticipated to be July 1, 2024 through June 30, 2026.

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 Organization must be responsible for overseeing and monitoring its partners. The lead Organization must act as the cognizant fiscal agent for the other partners. Partners must have similar budget requests for similar items. All other service



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- providers requesting funding under the proposal will be required to subcontract with the lead Organization.
- 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 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



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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 Organization 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 1203" in "Contracting Opportunities".*

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



8.1 FORM #1: Proposal Cover Statement

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

PROPOSAL COVER STATEMENT – RFP 1203	
BIDDER ORGANIZATION NAME	
ADDRESS	Bidder Phone
	Bidder Fax
	Web Address
CONTACT PERSON	Contact Phone
	Contact E-mail
	Contact Fax
ADDRESS OF PROGRAM (if different than above)	
PROGRAM TITLE Kinship Support Services Program	
COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)	
AMOUNT OF FUNDING REQUEST TOTAL AMOUNT REQUESTED \$ _____	
FEDERAL EMPLOYER NUMBER	501(C)(3) EXEMPTION _____
ORGANIZATION PRIOR YEAR NET OPERATING BUDGET \$ _____	
AUTHORIZATION <i>We submit the attached response to the Notice of Request for Proposal No. 1203 dated [enter date that bid is submitted] and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</i>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



8.2 FORM #2: Statement of Qualifications

1. List any licenses or certifications held by the Organization, with expiration dates.
2. a) Who administers the Organization's fiscal system?
Name: _____
Phone: _____
Title: _____
Work Schedule: _____
b) What CPA firm prepares the Organization'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 Organization? 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 Organization'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 Organization will collaborate in providing services(s), each Organization involved must complete this form.



8.3 FORM #3: Board of Directors

1. Number of Board members required by Organization'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	\$ -	
BUDGET CATEGORY DESCRIPTION	BUDGETED COST REIMBURSEMENT AMOUNT	BUDGET NARRATIVE
PERSONNEL AND FRINGE BENEFITS	\$ -	
OPERATING COSTS	\$ -	
OTHER COSTS	\$ -	
PARTICIPANT COSTS	\$ -	
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS	\$ -	
COST REIMBURSEMENT AMOUNT	\$ -	
BUDGET - IN-KIND MATCH (If Applicable)	IN-KIND AMOUNT	BUDGET NARRATIVE
IN-KIND MATCH	\$ -	
IN-KIND AMOUNT	\$ -	
Cost Reimbursement Amount	\$ -	
In-Kind/Match Amount	\$ -	
Total Budget	\$ -	
BUDGET AMOUNTS FROM CELLS B6 & B7	-	
MUST BE ZERO	-	



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SECTION 9: APPENDICES

9.1 General Conditions

9.2 California Department of Social Services (CDSS) Supplemental Provisions



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, the subcontractor must make available to the County, the Secretary, the Comptroller



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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 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



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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.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.



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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 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



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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 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



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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 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



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notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

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



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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.

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.



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- 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 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, 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



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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 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



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- 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.