



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
CHILDREN AND FAMILY SERVICES BUREAU

**SUBSTANCE ABUSE TESTING SERVICES
REQUEST FOR PROPOSAL (RFP) 1214**

The Contra Costa County Employment and Human Services Department (EHSD) Children and Family Services (CFS) Bureau is pleased to announce Request for Proposal (RFP) **1214** seeking qualified entities with expertise and experience in providing court mandated substance abuse testing and related services for Contra Costa County child welfare cases.

Program funding is estimated at \$1,191,050 for the period July 1, 2025 through June 30, 2028. Funding may include County and State funds.

The County has the ability to award the successful Bidder a thirty-six (36) month contract with the possibility of two (2) twelve (12) month contract renewals and/or contract extensions based upon satisfactory performance, available funding and service need.

Please read this entire packet carefully.

**Final proposal submission will be due
by 5:00 p.m. on November 15, 2024**

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) 1214

CHILDREN AND FAMILY SERVICES BUREAU

SUBSTANCE ABUSE TESTING SERVICES

The Contra Costa County Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau, announces the issuance of Request for Proposals (RFP) **1214**, making available up to \$1,191,050 for a qualified entity with interest, expertise and experience in providing court mandated randomized substance abuse testing and related services for Contra Costa County child welfare clients.

Program funding is estimated at up to \$1,191,050 for the initial period July 1, 2025 through June 30, 2028. Funding may include county and state funds. The County has the ability to award the successful Bidder a thirty-six (36) month contract with the possibility of two (2), twelve (12) month contract renewals and/or contract extensions based upon satisfactory performance, available funding and service need.

Bidders' Proposals are due by 5:00 pm on November 15, 2024 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</u>	<u>Date</u>
RFP Published & Announced	October 18, 2024
Questions about RFP due to EHSD (e-mail)	October 25, 2024
Responses to RFP Questions Published by EHSD	November 1, 2024
Deadline for RFP Proposal Submission to EHSD	November 15, 2024
EHSD Compliance Review and Evaluation	November 18 - 20, 2024
EHSD Fiscal Review and Evaluation	November 21 – December 6, 2024
Programmatic Review and Evaluation	December 9 - 20, 2024
Award Letter Notification	December 23, 2024
Appeal Period (10 business days from Award Letter issuance)	December 23, 2024 – January 7, 2025
Contract Negotiation and Processing	January– April 2025
CCC Board of Supervisors' Authorization	May – June 2025
Anticipated Contract Start Date	July 1, 2025

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 1214” in the subject line, by October 25, 2024. Responses to questions will be posted on EHSD website under “RFP1214” by November 1, 2024.*



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SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

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

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

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

3.2 Qualified Bidders

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

Qualified bidders must:

- Have documented success providing services that are the same or similar to those requested in this RFP to child welfare clients or similar at-risk populations.
- Demonstrate experience collaborating and coordinating program services with other organizations and government entities.
- Attest to their qualifications on Form #2, Statement of Qualifications (see Section 8. REQUIRED FORMS).

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



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

3.3 Estimated Funding

EHSD anticipates awarding a thirty-six (36) month standard contract to at least one (1) selected Organization. The combined total award will not exceed \$1,191,050 broken down as follows: year one (1) \$377,811, year two (2) \$396,702 and year three (3) \$416,537 of the initial thirty-six (36) month period, to fund Substance Abuse Testing and Services requested under this RFP. The initial anticipated contract period is from July 1, 2025 through June 30, 2028.

Contract(s) resulting from this RFP may potentially be renewable for two (2) additional twelve (12) month contracts at the discretion of EHSD. Renewals are dependent on the availability of funds, satisfactory performance and service needs.

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

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

Funding levels are dependent upon California State Legislation.

3.4 Questions about RFP

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

Questions about this RFP must be submitted by October 25, 2024, via e-mail to contractbid@ehsd.cccounty.us with "RFP 1214" in the subject line. Responses to the questions will be posted on the EHSD website in the "Contracting Opportunities" page under "RFP 1214" by November 1, 2024. **No programmatic questions will be responded to if received after the November 1, 2024, 5pm deadline.** After the deadline, only RFP process related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us.



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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 completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

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



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SECTION 4: PROGRAM DESCRIPTION

4.1 General

The mission of Contra Costa County EHSD, CFS is to promote the well-being and safety of children, youth, families, and communities. As such, CFS recognizes the value of supporting children and youth with services that increase stability and reduce the risk of child abuse and/or neglect, allowing children and youth to reside in a safe and nurturing home.

4.2 Purpose and Scope of Work

CFS provides mandated child welfare services in Contra Costa County. Core services include investigations of alleged child abuse and neglect, court ordered and voluntary family maintenance, family reunification, permanent placement, and adoptions. As part of these services, CFS is required to provide Substance Abuse Testing to clients ordered by the court when it has been determined that their substance use/abuse is preventing them from being able to provide for the care and safety of their children.

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

The substance abuse testing services described herein are required to meet strict chain of custody requirements and are utilized when that level of testing and evidence collection is necessary to monitor compliance with the case plan and protect the safety of the child.

As of August 2024, over 3,700 drug tests were administered in the prior twelve (12) months for open child welfare cases in Contra Costa County. Approximately 86% were administered within Contra Costa County (i.e., In-County Testing) and the remaining 14% administered outside of Contra Costa County i.e., Out-of-County Testing). Volume of testing has increased steadily over the years and is expected to continue.

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

4.2.1 Substance Abuse Testing Services

- A. Substance Abuse Testing Services include random accredited testing of specimens for illicit drugs and/or alcohol, coupled with related supporting services for child welfare



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clients referred by Contra Costa County CFS. Bidders should have sufficient capacity to handle a volume of up to 500 tests per month. The actual volume will vary, depending on need, with no minimum quantity guarantee.

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

1. At minimum, Bidder must provide and support the following testing solutions:

- i. Urinalysis specimen testing (primary testing method)
- ii. Oral Swab Testing (secondary testing method)
- iii. Blood Alcohol Testing (secondary testing method)
- iv. On Demand Self-Testing/Results Kits (required alternate testing method)

2. In addition to the above, Bidder is encouraged to provide additional alternate testing methods that include but are not limited to:

- i. Hair Testing (alternate testing method)
- ii. Patch Testing (alternate testing method)

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

- Fentanyl
- Methamphetamine
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine metabolites
- Opiates/Expanded Opiates
- Methadone
- Phencyclidine
- Marijuana metabolites
- Alcohol
- Validity Testing (includes Creatinine)
- Cannabimimetics GC/MS (aka spice)
- Gamma-Hydroxybutyric acid (GHB)
- Bath Salt
- Specialized testing (for substances and/or tests that may not be part of



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standard panel for individual case need)

4. In addition to immunoassay screening, testing methods must include confirmation of all positive screens by GC/MS and must meet appropriate federal standards/regulations and any other relevant requirements for substance abuse testing.
 5. Testing methods must screen for specimen adulteration/validity, as appropriate.
 6. Bidder must ensure appropriate specimen storage procedures to ensure validity.
 7. Bidder must provide and administer specimen testing and follow chain of custody procedures similar to those used by SAMHSA to ensure a strict chain of custody is maintained for the sample from the time it is taken, through the testing process, to its final disposition and guarantee that all collections will be closely observed.
 8. Bidder must maintain and post all test results to a database that is secure and available to designated CFS Staff to access twenty-three (23) hours per day, seven (7) days a week. Database must have multiple levels of security for housing/accessing data to ensure security of confidential data, such as but not limited to encryption, password protection, multi-factor authentication, multiple firewalls, virus scanning, etc.
 9. County reserves the right to require approval of processing laboratory.
- C. Bidder must be able to provide commercial, accredited laboratories where referred clients can be tested (i.e., Collection Sites) as follows:
1. In County Collection Sites:
 - i. Located in Central, West and East Contra Costa County Regions (at minimum three (3) sites, one (1) in each region - additional preferred).
 - ii. Must Operate Monday through Friday during normal business hours (extended hours preferred).
 - iii. In addition, in County Collection Sites must provide specimen collection on designated evenings, and at least one weekend each month (more often preferred).
 - iv. Reference map: <http://www.cccounty.us/DocumentCenter/Home/View/919>.
 2. Out-of-County Collection Sites:
 - i. Located outside of Contra Costa County.
 - ii. Able to be utilized upon request, on a case-by-case-basis for clients residing outside of Contra Costa County.



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- iii. Must operate Monday through Friday during normal business hours (extended hours preferred).
 - iv. Preferred, although not required that Out-of-County sites provide specimen collection on evenings and weekends.
3. Collection Sites must provide observed specimen collection for all collections. Urinalysis testing requires observation by the same gender staff as donor.
 4. Collection Sites must be accessible for persons with disabilities and be easily accessible by public transportation.
 5. Bidder must be able to ensure Collection Sites provide a professional, supportive, culturally sensitive, equitable, inclusive and respectful environment for CFS clients.
 6. It is the responsibility of the Collection Site to ensure the appropriate and timely delivery of the specimen to the testing laboratory.
- D. Bidder must provide full service, rolling-randomized date testing and on-demand testing services including all necessary systems, infrastructure, support and supplies (i.e., forms, collection kits, vials, swabs, lock boxes, labels, shipping bags, and the like), for referred donors.
1. Random Day Testing (Rolling Random): Randomized testing requires Bidders deliver a scientifically valid methodology to select random dates and times for client testing at a frequency level designated by CFS depending on client's needs.
 2. On-Demand Testing: On-demand testing requires Bidder to support CFS clients referred for immediate, typically same day, testing.
- E. Bidder must be able to provide accurate, screened testing results for each CFS client to CFS within twenty-four (24) hours of receipt by Laboratory and provide testing results for specimens requiring additional confirmation within forty-eight (48) to seventy-two (72) hours after receipt at laboratory.
- F. Bidder must be able to provide for the electronic sharing of accurate test results with designated CFS Staff for each CFS client. Test results must indicate at minimum:
1. Result of test, such as Positive, Negative, Invalid/Adulterated, No Show, Rejected/Unknown Interference, and the like.
 2. If Positive, analysis of results, detected substance(s), quantitative levels of detected substances, and the like.



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3. Client/Donor information such as name, unique identifier (birth date), assignment Social Worker, collection date, collection site location, testing date, report date, and the like.
- G. Bidder must provide consultation on specific drug test results including possible influence of prescribed and over the counter drugs on drug test results.
- H. Bidder must provide capability for re-testing of specimens if/as needed, in accordance with state and federal statutes.
- I. Bidder must be able to track and report missed tests to CFS for failed donor/CFS Client scheduled testing.

4.2.2 Substance Abuse Testing Supportive Services – Administration

- A. Substance Abuse Testing Supportive Services and Administration provided by Bidder must be accredited and conform to the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Service Administration (SAMHSA), and the National Institute on Drug Abuse (NIDA) requirements.
- B. Bidders must have and demonstrate:
 1. Established procedures to receive and process daily referrals from CFS, including but not limited to: electronic/faxed authorizations, assigning collection site, verifying client identity, explaining the testing process to clients, completing any necessary agreements and release forms, and notifying CFS when a client's behavior is disruptive or threatening.
 2. Ability to deliver a scientifically valid methodology to select random dates and times for client testing at a frequency level designated by CFS depending on client's needs.
 - i. Randomized Dates for CFS Client testing assignment must be established and maintained on a monthly basis.
 3. Provide a procedure for client notification of random testing location/date/time in English and Spanish at a minimum, and other languages upon request. Bidder will provide at minimum, a toll-free telephone line with daily up-to-date client testing notifications.



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4. Ability to maintain Client records and testing results in a manner consistent with state and federal statutes.
 5. Ability to provide and make available general protocol affidavits and/or litigation packages, including expert witness appearance and testimony at Contra Costa County Juvenile Court hearings if/when subpoenaed, to verify/explain testing procedures and outcomes.
 6. Ability to provide official letters to County that may be utilized for case file and/or court purposes to address test results, testing anomalies, testing issues, and the like on a case-by-case basis.
 7. Established procedures for provision of supplies/materials to collection sites if/as needed.
- C. Bidder must provide a direct point of contact and sufficient backup support that is knowledgeable, experienced and able to provide responsive, on-time delivery of Supportive Services required under this RFP.
- D. Work closely with designated CFS staff to administer services identified under this RFP.

4.2.3 Substance Abuse Testing Supportive Services – Documentation, Reporting and Record Keeping

- A. Accurate data and reporting is critical to support court related documentation, child welfare case plans and ultimately the potential safety of children in the child welfare system. As a result, Bidder, must ensure processes, procedures and methodologies are in place to support and demonstrate the ability to provide accurate data/reporting and minimize data/reporting errors.
- B. Bidder must collect, measure, and report accurate data as required by CFS to support Drug Testing Service results. Testing Reporting must include at minimum but is not limited to the following:
 1. Have flexibility for report delivery parameters, (*i.e.*, on demand, daily, weekly, monthly, etc.).
 2. Provide results by CFS Client, by Date/Date Range.
 3. Provide results by CFS Region, by Date/Date Range.
 4. Provide results by Date/Date Range.



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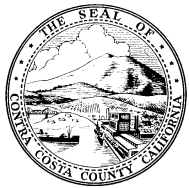
- C. Bidder must deliver timely reporting procedures for notification of accurate test results to CFS staff, while maintaining the highest level of accuracy, confidentiality, integrity and chain of custody rules.
- D. Utilize a web-based database and data reporting tools to manage client testing activities and other program related tasks.
- E. Provide for the sharing of electronic test results with designated CFS Staff.
- F. Gather statistical data for measuring progress on performance outcomes and goals and communicate to CFS.
- G. Bidder must have a system and methodology for tracking high volume maintenance requests and address/resolve in a timely, efficient manner.
- H. Organize testing results, tracking, reporting and resolution of issues with ability to share information with designated CFS staff as required, using an agreed upon approved method of information sharing that supports privacy and confidentiality requirements.
- I. Submit monthly billings to the County with supporting documentation, tying back to services provided and clients served, in accordance with County guidelines.
- J. All communications involving confidential information must follow appropriate security protections.

4.3 Minimum Qualifications

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

A. Organization:

- 1. Must be an accredited Organization with the following minimum licensure/certification requirements:
 - i. Hold a current license with the California Department of Public Health, where applicable.
 - ii. Hold current accreditation with Clinical Laboratory Improvement Amendments (CLIA), where applicable.
 - iii. Hold current accreditation with Commission on Office Laboratory Accreditation (COLA), where applicable.
 - iv. Provide documentation that any referenced lab used is also certified and



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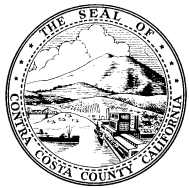
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licensed, where applicable.

2. Must provide sufficient, experienced, qualified, licensed and trained staff, consultants or subcontractors to deliver required services with on-time delivery as identified within this RFP.
3. Must employ and retain culturally competent and professional staff.
4. Has extensive experience providing services requested under this RFP.
5. Possesses knowledge of child welfare requirements, expectations and regulations such as the Welfare and Institutions Codes (W&IC).
6. Possesses strong collaboration skills and able to collaborate successfully with internal and external partners.
7. Possesses and delivers cultural sensitivity, equity and inclusion when working with referred clients to address the needs of participants from varying backgrounds, including but not limited to ethnicity, culture, religion, sexual orientation, gender identification and expression (SOGIE).
8. Makes every effort to employ direct and sub-contracted staff who are bilingual and available to provide services to a variety of monolingual families, including, but not limited to, Spanish, Chinese and other languages as needed.

B. Staffing:

1. Successful Bidder(s) is (are) expected to meet the following criteria for direct or subcontracted staff:
 - i. Phlebotomists on staff performing services in California must hold a California State License for Phlebotomy and be in good standing.
 - ii. Phlebotomists on staff performing services outside of California must hold the required state or local Phlebotomy license and be in good standing.
 - iii. Medical Technicians on staff must be accredited.
3. Require staff to adhere to the chain of custody rules.
4. Conduct background checks on all staff providing Substance Abuse Testing and



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Supportive Services.

5. Bidder shall not hire staff currently on probation or parole for substance abuse violations.
6. Bidder shall obtain a signed confidentiality statement from staff hired to provide Substance Abuse Testing and Supportive Services.
7. County has the discretion to approve or disapprove the qualifications/ training level of Bidder's staff working with CFS clients.

C. Insurance Requirements:

Selected organization(s) must provide Automobile Liability insurance, General Liability insurance, Cyber Liability and Workers Compensation insurance, or ability to obtain required insurance coverages if awarded a contract.

D. Special Conditions:

Selected organization(s) 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, organizations will be expected to:

1. Perform all services without material deviation from an agreed-upon Service Plan.
2. Maintain complete and accurate 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.

B. Upon contract award, EHSD will:

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



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2. Provide technical assistance to the Contractor, as requested, to help meet program 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 must be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.

5.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions are accepted via **EHSD.org website only** at <https://ehsd/overview/contracting-opportunities/>.

Submissions **must be separated into two (2) files** – first file for the bidder proposal and the second file for the bidder's financial documents.

- **File #1:** Save as "RFP 1214 - *Bidder Name*-Proposal". This file must contain bidder 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 1214 - *Bidder Name*-Financials". This file must contain all required financial documents as specified in the RFP.

Please select the "Submit Bid" button at the bottom of the proposal announcement page. Complete the required fields on each screen and upload the two files when prompted to do so. Once you hit submit bid, a notification will inform you that your bid has been sent. An email will be sent to the provided email address. **DO NOT** email files to EHSD.

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

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

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



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If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, and 45 CFR 75, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, bidders are 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 proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on November 15, 2024**. 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 the County and will not be returned.

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

5.2 Formatting Requirements

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

All narrative materials are to be single-spaced with 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 the Proposal Checklist and included in this RFP, must be completed fully and incorporated into the submitted proposal package.

All information and forms included in the proposal package must be presented in the order outlined in the Proposal Checklist (see Section 5.6) and numbered sequentially (excluding the Fiscal Attachments). Electronic templates are posted on the EHSD website under "RFP 1214" at <https://ehsd.org/overview/contracting-opportunities/>.

5.4 Proposal Outline

Assemble and arrange each Proposal in the order reflected on the Proposal Checklist and address 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 in 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, Fiscal Attachments, Budget, Budget Narrative and Financial Information.

A. Organization Overview, Qualifications 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. The Organization's resources, experience, additional locations and capabilities as they relate to the scope of services described in this RFP.
- iii. Population(s) served: number of clients, demographic and geographic information, and types of services provided.
- iv. Primary sources of financial support.
- v. Describe the Organization's current or past experience in providing the proposed services identified within this RFP, including length of time the organization has been providing these services. Indicate staff experience with methodologies to be used. Note any other relevant aspects of the Bidder's service history that demonstrates capacity to provide the proposed services.
- vi. Include accreditation/certification levels.
- vii. Organization's track record. Attach a monitoring/performance report, or letter/statement of recommendation from a current funder/client regarding the Organization's performance providing the services outlined under this RFP.
- viii. Describe any relevant aspects of the Bidder's history that demonstrates the capacity to provide the proposed services.
- ix. Describe any challenges Bidder has experienced delivering the services described in this RFP and identify specific plan to address how the organization overcame or will overcome such challenges.



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

Attach Organization brochure, if applicable, in Attachments as indicated in the Proposal Checklist.

B. Staffing, Consultant, Subcontractor Qualifications (10 points)

- i. Bidder must describe and demonstrate having and maintaining sufficient staff, consultants and subcontractor staff with appropriate qualifications, training, professionalism and cultural/language competence to not only effectively conduct program activities, but also to work with diverse populations.
- ii. Submit a staffing/work plan for all staff, consultants and subcontractors working directly or indirectly in this program; duties/activities; education, experience, training and qualifications, language/cultural competence.
- iii. Describe briefly how the staffing plan meets the needs of the program.
- iv. Attach three (3) organizational charts – one of Bidder’s organization, one of the drug-testing program personnel, and one of the Bidder’s available laboratory Collection Sites within Contra Costa County and Outside of Contra Costa County to support the services described under this RFP. **Place each of the three (3) organizational charts in the Attachments as indicated in the Checklist.**
- v. Include job descriptions and/or resumes of the agency’s Executive Director and key program staff. **Place job descriptions and/or resumes in the Attachments as indicated in the Proposal Checklist.**

C. Program Service Activities/Implementation Proposal (maximum of 45 points)

- i. Provide a description of the proposed service activities and your Organization’s plan/process for implementing the services defined under this RFP, including program design, methodology, service delivery, and coordination for each of the following areas:
 1. Laboratory Collection Site availability/inventory In County and Out-of-County, during the times required, with male and female-gendered test



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observers, that is sufficient to support the provision of services under this RFP.

2. Random Testing Notification Process.
3. Random Testing Process.
4. Specimen Collection and Chain of Custody Process.
5. Specimen Testing, Re-testing and Reporting of Results.
6. Testing Results Data Accuracy and Remediation to Ensure Accuracy.
7. Process and availability for witness testimony, litigation packages and official letters of testing anomalies.
8. Process and demonstrated capacity to provide quality, on-time supportive services and communication with CFS.

- ii. Provide a thorough description of your Organization's methodology and processes to ensure Client/Testing data accuracy and remediation to ensure accuracy prior to reporting.

D. Program Evaluation (maximum of 10 points)

- i. Specify methods/assessment tools used to measure program effectiveness.
- ii. Accuracy is critical to the validity and integrity of this program. Please describe in specific detail how your Organization will monitor and evaluate the quality of the services being delivered.
- iii. Be consistent with the desired RFP outcomes and identify improvements to the condition, status, availability or accuracy of the services to be delivered.

4. Fiscal Management Narrative, Program Fee Schedule including Budget Narrative (maximum 20 points - 1 page, plus Form #3)

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

- i. Provide a brief description of the lead organization's accounting system and internal controls. Include the following as appropriate:
 1. Overall system (accrual, double-entry, automated or manual)
 2. Timekeeping system
 3. Inventory system
 4. Payroll system



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5. Cost allocation plan and methodology
 6. 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. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the "**Fiscal Attachments**" section referenced in the Proposal Checklist.

B. Program Fee Schedule & Budget Narrative (maximum 15 points)

- i. Attach a fee schedule describing the fee/rate structure representing the budget for the services for programs under this RFP, showing all costs utilizing Bidder's budget/template (reference sample Fee Schedule in Section 8 (REQUIRED FORMS)).
- ii. Fee schedules must represent an all-inclusive budget and include unit of service rates for each type of test, supporting services, and any other fees as applicable, such as premium rates, rush services, witness testimony, litigation packages, weekend and evening hours, and/or out of county collection.
- iii. Complete a Program Budget Narrative for the line-item rate structure that supports the fee schedule/budget supporting the services responding to under this RFP.
- iv. Each budget cost item must be detailed and should reflect the basis for the computations. Every item must be accounted for.
- v. Note awarded Bidder(s) may be subject to County Budget Templates upon contract award.

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.



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5.5 Additional/Reminder Information for RFP Bid Proposal Response

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

- Proposals must include a plan that addresses the service deliverables identified in this RFP.
- Proposals must include descriptions of the services to be provided along with the identified population and service location(s).
- Proposals must include an estimate of how many clients will be served by the organization.
- Proposals must define the specific outcomes that will be achieved.
- Proposals must address any barriers to service deliver/accessibility and a plan to remove those barriers.
- Bidder must demonstrate a capacity for collaboration and interagency coordination.
- Bidder must describe how they will develop and/or maintain the necessary collection site population and supports.
- Bidder must outline 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 1214-Organization Name-Proposal"

- 1. Proposal Cover Statement (Form #1).**
- 2. Table of Contents**
- 3. Program Narrative (Max 15 pages)**
 - Organization Overview, Qualifications & Experience (15 points)
 - Staffing, Consultant, Subcontractor Qualifications (10 points)
 - Program Service Activities/Implementation Proposal (45 points)
 - Program Evaluation (10 points)
- 4. Fiscal Management Narrative (Maximum 2 pages)**
 - Fiscal Management Narrative (5 points)
 - Program Rate Schedule & Budget Narrative (15 points)
 - Include Form #4 or Bidder's rate sheet
- 5. Attachments**
 - Organizational Chart** (With proposed project included)
 - Statement of Qualifications** (Form #2 with original signatures must accompany original proposal), completed and signed by 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)**



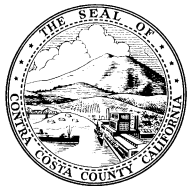
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File #2: Save as "RFP 1214-Organization Name-Financials"

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 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.



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

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

6.4 Bureau 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 EHSD staff, community-based organization's staff, private for-profit corporation staff and/or public sector representatives. Members of the Bureau Review Committee will be required to sign an impartiality statement.

6.5 Scoring Methodology

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

RFP Scoring Methodology/Rating Sheet	Available Points
Proposal Cover Statement (Required but not weighted)	0
Program Narrative	
Organization Overview, Qualifications & Experience <ul style="list-style-type: none"> • Including bidder's experience and demonstrated ability to deliver services specified under this RFP. • Accreditation and certification levels. • Experience serving population specific in this RFP. • Demonstrates successful track record and capacity to provide the 	15



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<p>required services.</p> <ul style="list-style-type: none"> Challenges in delivering services and plan to remediate. 	
<p>Staffing, Consultant, Subcontractor Qualifications</p> <ul style="list-style-type: none"> Work plan provides for necessary staffing, coverage and management to meet the on-time needs of the program and services. Staff, consultants and subcontractors have adequate qualifications, certifications, trainings, and cultural competency to deliver services under this RFP. 	10
<p>Program Service Activities/Implementation Proposal</p> <ul style="list-style-type: none"> Services Provided and Scope of Work Program Methodology, design, service delivery and coordination to support program requirements listed, including: <ul style="list-style-type: none"> Collection Site Availability/Inventory - the proposed service facilities are available in all three geographic regions, during the times required and are adequate for the provision of services. The proposal demonstrates services will be delivered in a culturally and linguistically appropriate manner to meet the diverse needs of Contra Costa County. Testing Results/Data Accuracy Random Testing Notification, and Testing Process Providing Quality, On-Time Services 	
<p>Program Evaluation</p> <ul style="list-style-type: none"> Program methods/assessment tools used to measure program effectiveness. Monitoring and evaluation methods to evaluate the quality of the services being delivered. Improvement plans for the condition, status, availability or accuracy of the services to be delivered under this RFP. 	10
<p>Fiscal Management Narrative</p> <ul style="list-style-type: none"> Narrative and required components included. 	5
<p>Program Rate Schedule and Budget Narrative</p> <ul style="list-style-type: none"> The rate schedule is clear, includes unit of service rates for all costs associated with the provision of services. The service rates are reasonable for the proposed services and in line with the service field. The Budget Narrative is comprehensive to outline the budget, associated fees, structure of costs supporting services in RFP. 	15
Total Available Points	100



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6.6 Appeals Process

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

All bidders will receive a written and emailed notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request to **EHSD Director, 40 Douglas Drive, Martinez, CA 94553** or electronically to contract_clerk@ehsd.cccounty.us no later than 5:00 pm on the 10th business day (January 7, 2025) after award notification. The appeal will be conducted in accordance with the EHSD process.

All written letters of appeal must state the following:

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

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

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

An appeal would not be allowed:

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

Letters of appeal must be addressed to the Employment and Human Services Department Director and received at 40 Douglas Drive, Martinez, CA 94553, or electronically to contract_clerk@ehsd.cccounty.us, no later than 5:00 p.m. on January 7, 2025. Notification of a final decision on an appeal shall be made in writing to the bidder.

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

6.7 Contract Award and Negotiations

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



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

Selected contractor(s) will be responsible for all services offered in their RFP proposal, whether or not contractor(s) perform them directly or through subcontractors in multiple organization 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 term from this RFP will be for a thirty-six (36) month period (July 1, 2025 through June 30, 2028) 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 two (2) years, depending upon funding availability and service need.

The Contracting 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.

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

6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract agreements with the successful Bidder(s).

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 must comply with California Department of Social Services (CDSS) provisions included in this RFP in Appendix 9.2. Contractors may have to satisfy additional insurance requirements prior to contract effective date, including Cyber Liability/Security given the nature of the data/services. 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.



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



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

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

7.5 Monitoring, Reporting and Record Keeping

Monitoring: County, state, or federal staff may conduct routine monitoring of all programs. Representatives of EHSD, the State of California, Department of Health and Human Services or contractors of these units of government, and others who have a direct concern in administration of this funding may visit the contractor selected for this program at any time. All 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 awarded funds under this RFP shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by 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 additional reports as agreed upon in the resulting contract.

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.



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SECTION 8: REQUIRED FORMS

*All forms must be completed and attached to submitted proposals.
Electronic templates are posted on EHSD website under "RFP 1214" 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 / Fee Schedule or Rate Sheet



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8.1 FORM #1: Proposal Cover Statement

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

PROPOSAL COVER STATEMENT – RFP 1214	
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 Substance Abuse Testing Services	
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. 1214 dated no later than <u>November 15, 2024</u> 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: _____



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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.



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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: FEE SCHEDULE SAMPLE

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



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SECTION 9: APPENDICES

9.1 General Conditions

9.2 California Department of Social Services (CDSS) Supplemental Provisions



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9.1 GENERAL CONDITIONS

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

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the



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expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges 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.



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7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered 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.**



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- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
 12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part 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.



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15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with 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



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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 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.



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- 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 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



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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 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



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presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. Required Audit.

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

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

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



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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,



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

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish, disclose, or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all officers, partners, agents, associates and employees of the above provisions. Any person knowingly and intentionally disclosing such information other than as authorized by law or may be guilty of a misdemeanor.
- c. Contractor agrees to comply with WIC Section 10850, et seq. including WIC Section 10850.2 when a contract is entered into with a public or private agency which involves the release of confidential information:

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



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2. Contractor agrees to safeguard confidentiality of confidential information and participant data in accordance with applicable law, policies, and the CDSS Manual of Policies and Procedures, including the below provisions:
 - a. Confidentiality of Records: 19-001 which states, "These regulations bind public and private agencies with whom the county contracts to perform any part of the covered public social services programs," and
 - b. Release of Confidential Information: 19-004.2 titled "Contractors" which states, "Whenever a contract is entered into with a public or private agency which involves the release of confidential information, the contract shall contain a provision insuring that such information will be used in accordance with the restrictions found in W&IC Section 10850 and this division."
- E. Resolution of Client Issues. Without in 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.