



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

---

---

The Contra Costa County Employment and Human Services Department (EHSD) Children and Family Services (CFS) Bureau is pleased to announce **Request for Proposal (RFP) 1223** seeking three (3) qualified community-based and/or faith-based organizations that have interest, experience, and expertise in:

- Supporting and engaging with children and families in the community, which may include at risk\* families and families who have come to the attention of child welfare; and
- Delivering direct, live, in-home and in-person case management services to stabilize the family unit.

\*At risk of child welfare involvement is defined as having one (1) or more risk factors associated with child maltreatment, e.g., parents with mental health concerns, parental substance abuse, exposure to domestic violence/intimate partner violence, parental or child disabilities, young parental age, poverty, etc.

Program funding is estimated at up to \$2,635,000 for the initial twenty-four (24) month period of January 1, 2026 through December 31, 2027 with the possibility of a one (1) year renewal based on satisfactory performance, available funding, and service need. Funding may include county, state, and federal funds.

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

**Final proposal submission will be due  
by 5:00 p.m. on Monday, July 28, 2025**

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.



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**TABLE OF CONTENTS**

SECTION 1: LEGAL NOTICE .....	4
SECTION 2: RFP 1223 TIMELINE .....	6
SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION .....	7
3.1 Solicitation.....	7
3.2 Qualified Bidders.....	7
3.3 Estimated Funding .....	7
3.4 Questions about RFP .....	9
3.5 Ex Parte Communication .....	10
3.6 Right to Amend or Cancel .....	10
3.7 Restriction and Disclosure .....	10
SECTION 4: PROGRAM DESCRIPTION .....	11
4.1 General .....	11
4.2 Definitions .....	11
4.3 Purpose and Scope of Work .....	12
4.4 Minimum Qualifications .....	15
4.5 Training Requirements.....	17
4.6 Program Monitoring and Evaluation .....	17
SECTION 5: REQUIRED PROPOSAL FORMAT .....	19
5.1 General Submittal Requirements .....	19
5.2 Formatting Requirements.....	20
5.3 Required Documents .....	21
5.4 Proposal Outline .....	21
SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD .....	28
6.1 Evaluation Process .....	28
6.2 Compliance Review .....	28
6.3 Fiscal Review.....	28
6.4 Bureau Committee Review .....	29
6.5 Scoring Methodology .....	29
6.6 Appeals Process .....	30
6.7 Contract Award and Negotiations.....	31
6.8 Contract Terms and Litigation Warranty.....	32
SECTION 7: CONTRACTING REQUIREMENTS .....	33
7.1 County Contract Requirements .....	33
7.2 Additional Requirements .....	33
7.3 Type of Contract .....	34
7.4 Discrimination and Confidentiality .....	34
7.5 Monitoring, Reporting and Record Keeping .....	35
SECTION 8: PROPOSAL CHECKLIST .....	37
SECTION 9: REQUIRED FORMS .....	39
9.1 FORM #1: Proposal Cover Statement.....	40
9.2 FORM #2: Statement of Qualifications.....	41
9.3 FORM #3: Board of Directors.....	43



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

9.4 FORM #4: Contracts and Grants.....	44
9.5 FORM #5: Budget and Budget Narrative Template.....	45
SECTION 10: Appendices .....	45
10.1 GENERAL CONDITIONS .....	46
10.2 CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS) SUPPLEMENTAL PROVISIONS.....	55



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**SECTION 1: LEGAL NOTICE**

**REQUEST FOR PROPOSAL # 1223**

**CHILDREN AND FAMILY SERVICES BUREAU**

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES**

The Contra Costa County Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau, announces the issuance of **Request for Proposal (RFP) 1223**, making available up to \$3,952,500 (\$1,317,500 annually) for three (3) qualified community-based and/or faith-based organizations that have interest, experience, and expertise in:

- Supporting and engaging with children and families in the community, which may include at risk\* families and families who have come to the attention of child welfare, and
- Delivering direct, live, in-home and in-person case management services to stabilize the family unit.

\*At risk of child welfare involvement is defined as having one (1) or more risk factors associated with child maltreatment, e.g., parents with mental health concerns, parental substance abuse, exposure to domestic violence/intimate partner violence, parental or child disabilities, young parental age, poverty, etc.

The purpose of the Differential Response (DR) Path II & After Care Services Program is to help at-risk families address barriers affecting their ability to safely and adequately provide for their children and to avoid further need for CFS involvement. CFS is interested in having one (1) agency provide DR services in one (1) of each of the three (3) Contra Costa County regions: East, West, and Central County.

Program funding is estimated at up to \$2,635,000 for the initial twenty-four (24) month period of January 1, 2026 through December 31, 2027 with the possibility of a one (1) year renewal based on satisfactory performance, available funding, and service need. The Funding may include county, state, and federal funds.

**Bidders' Proposals are due by 5:00 p.m. on Monday, July 28, 2025, without exception.**



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

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.



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**SECTION 2: RFP 1223 TIMELINE**

<b><u>Event/Location</u></b>	<b><u>Date</u></b>
RFP Published & Announced	June 26, 2025
RFP Questions due to EHSD (e-mail)	July 10, 2025
Responses to RFP Questions Published by EHSD	July 16, 2025
<b>RFP Proposal Response Submission Due Date</b>	<b>Monday, July 28, 2025</b>
EHSD Compliance Review and Evaluation	July 29 to 31, 2025
EHSD Fiscal Review and Evaluation	August 1 to August 14, 2025
CFS Bureau Committee Review and Evaluation	August 15 to September 8, 2025
Award Letter Notification	September 12, 2025
Appeal Period (10 business days after Award Letter issuance)	September 15 to 26, 2025
Contract Negotiation and Processing	September – October 2025
CCC Board of Supervisors' Authorization	November 2025
Anticipated Contract Start Date	January 1, 2026

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](mailto:contractbid@ehsd.cccounty.us)

Submit questions about this RFP to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with "RFP 1223" in the subject line. Questions must be submitted by the RFP Questions due to EHSD date referenced in the schedule above. Responses to questions will be posted on the EHSD website at <https://ehsd.org/overview/contracting-opportunities/> under this RFP by the Responses to RFP Questions date referenced in the schedule above.



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION**

**3.1 Solicitation**

The purpose of this Request for Proposals (RFP) is to identify and fund three (3) community-based and/or faith-based organizations that have interest, experience, and expertise in:

- Supporting and engaging with children and families in the community, which may include at risk\* families and families who have come to the attention of child welfare; and
- Delivering direct, live, in-home and in-person case management services to stabilize the family unit.

\*At risk of child welfare involvement is defined as having one (1) or more risk factors associated with child maltreatment, e.g., parents with mental health concerns, parental substance abuse, exposure to domestic violence/intimate partner violence, parental or child disabilities, young parental age, poverty, etc.

**3.2 Qualified Bidders**

Eligible Bidders are organization that on their own have adequate controls and personnel to provide comprehensive DR services as defined in **Section 4. PROGRAM DESCRIPTION** and must demonstrate capacity for training, collaboration, culturally relevant and sensitive services, interagency coordination, outcome monitoring and reporting, and attest to their qualifications on Form #2, Statement of Qualifications (see **Section 9. REQUIRED FORMS**).

**3.3 Estimated Funding**

EHSD anticipates awarding twenty-four (24) month standard contract(s) to a maximum of three (3) selected Organization(s). The combined total award will not exceed \$2,635,000 for the initial twenty-four (24) month period to fund Differential Response Path II and Aftercare Services requested under this RFP. The initial anticipated contract period is from January 1, 2026 through December 31, 2027.

Contract(s) resulting from this RFP may potentially be renewable for one (1) additional twelve (12) month contract at the discretion of EHSD. Renewals are dependent on the availability of funds, satisfactory performance and service needs.

**A. Annual Estimated Regional Funding**



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

1. \$100,000 of the annual total \$1,317,500 will be allocated to the East Contra Costa County region for a Community Pathway pilot.
2. The remaining funding, \$1,217,500, will be distributed equally across regions for the initial contract period. Funding may be adjusted at contract renewal based upon service delivery, program expenses, and regional need. Annual estimated funding by region is as follows:
  - a. West County: \$405,833
  - b. Central County: \$405,833
  - c. East County: \$505,833, of which \$100,000 is to be utilized for a Community Pathway pilot

Funding may be adjusted at contract renewal based upon service delivery, program expenses, and regional need.

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

Funding for services under this RFP consists of State 2011 Realignment funds and County funds. Funding may include additional state and federal funds. EHSD will administer these funds.

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

*45 CFR Part 97 - Consolidation of Grants to the Insular Areas*

*45 CFR Part 1355 -General*

*45 CFR Part 1357 -Requirements - Applicable to Title IV-B*

*2 CFR Part 200 - Office of Management and Budget Guidance*

*2 CFR Part 225- Cost Principles for State, Local and Indian Tribal Governments*

*2 CFR Part 376- Nonprocurement Debarment and Suspension*

*2 CFR Part 382- Requirements for Drug-Free Workplace (Financial Assistance)*

*45 CFR Part 16 - Procedures of the Departmental Grant Appeals Board*

*45 CFR Part 30 - Claims Collection*

*45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964*

*45 CFR Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title*

*45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and*





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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

Activities Receiving Federal Financial Assistance

*45 CFR Part 86* - Nondiscrimination on the Basis of Sex in Education Programs and

Activities Receiving or Benefiting from Federal Financial Assistance

*45 CFR Part 87*- Equal Treatment for Faith-Based Organizations

*45 CFR Part 91* - Nondiscrimination on the Basis of Age in HHS Programs or Activities  
Receiving Federal Financial Assistance

*45 CFR Part 92* - Uniform Administrative Requirements for Grants and Cooperative  
Agreements to State, and Local, and Tribal Governments

*45 CFR Part 93* -New Restrictions on Lobbying

*45 CFR Part 95*- General Administration -Grant Programs

*45 CFR Part 100* - Intergovernmental Review of Department of Health and Human  
Services Programs and Activities

*2 CFR Part 230* - Non-Profit Organizations

*48 CFR Part 31* - Commercial Vendors or Subcontractors

The federal funds are identified as follows:

TITLE IV-E Federal Award Identification Number (FAIN) is: 2402CAFPSS

Subaward Period of Performance: (period of contract)

Catalog of Federal Domestic Assistance Number (CFDA) is: 93.556

Program Title: MaryLee Allen Promoting Safe and Stable Families Program

Agency: Department of Health and Human Services

Office: Administration for Children, Youth, and Families

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

### **3.4 Questions about RFP**

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

Questions about RFP content must be submitted by July 10, 2025 via email to  
[contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with "RFP 1223" in the subject line. All questions  
submitted in accordance with the schedule will be answered with responses posted on  
the EHSD website in the "Contracting Opportunities" page under "RFP 1223" by July 16,  
2025 at 5:00 PM PST. **No programmatic questions will be responded to if received  
after the deadline.** After the deadline, only RFP process related questions will be  
accepted and can be sent via email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us).



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

### **3.5 Ex Parte Communication**

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

### **3.6 Right to Amend or Cancel**

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

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

### **3.7 Restriction and Disclosure**

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

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

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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**SECTION 4: PROGRAM DESCRIPTION**

**4.1 General**

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

The primary goal of the DR Program is to provide live, in-home and in-person supportive services to help at-risk families address barriers affecting their ability to safely and adequately provide for their children and to avoid further need for CFS involvement. In an effort to ensure the efficacy and support program outcomes, DR Program staff will be trained in the Evidence Based Practice, Motivational Interviewing (MI) for Cross Cutting Case Management; the program will monitor the fidelity of the use of MI.

During the contract term, East Contra Costa County will pilot a Community Pathway (as defined in Section 4.2 item G.) to Differential Response services.

**4.2 Definitions**

A. Differential Response

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

B. Path II

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

C. After Care

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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

person, community-based case management services/resources after the CFS case has closed in order to decrease recurrence of maltreatment/child welfare involvement, reduce the impact of trauma, and strengthen the family unit.

**D. Community-Based Organization**

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

**E. Faith-based organization**

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

**F. Motivational Interviewing (MI) for Cross Cutting Case Management**

A Well-Supported Evidence Based Practice included in the Title IV-E Prevention Services Clearinghouse. MI is among the ten (10) Evidence Based Practices identified in California's five (5)-Year Comprehensive Prevention Plan, and is the Evidence Based Practice identified to support prevention services in Contra Costa County's Comprehensive Prevention Plan (CPP). The Title IV-E Prevention Services Clearinghouse describes MI as "a method of counseling clients designed to promote behavior change and improve physiological, psychological, and lifestyle outcomes. MI aims to identify ambivalence for change and increase motivation by helping clients progress through five (5) stages of change: pre-contemplation, contemplation, preparation, action, and maintenance. It aims to do this by encouraging clients to consider their personal goals and how their current behaviors may compete with attainment of those goals." ([Title IV-E Clearinghouse: Motivational Interviewing](#))

**G. Community Pathway**

An avenue by which a family may access "culturally derived, appropriate, relevant, and responsive services and supports that are located in their community, from organizations and community partners they know and trust." ([Prevention and Early Intervention Committee Community Pathway Recommendations \(ca.gov\)](#))

**4.3 Purpose and Scope of Work**

The purpose of this RFP is to solicit community partners who can provide live, in-home and in-person case management services to families that have come to the attention of CFS and have been identified as at-risk of entering the child welfare system. The purpose of the Differential Response program is to provide community-



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

based support to help the families stabilize and avoid further CFS involvement and possible formal placement into the foster care system.

Essential functions of this program will include:

- A. Utilizing Motivational Interviewing and providing live, in-home and in-person supportive services to support client engagement and ensure efficacy of program outcomes.
- B. The contracting agency shall utilize bilingual staff or an interpreter service(s) to communicate in each client's preferred language. Clients will not be excluded from services based upon language need.
- C. Provision of clinical supervision by a clinical supervisor. This position may also be the same person to hire and supervise the DR case manager(s).
- D. Applicants should demonstrate the capacity to serve 30-45 unduplicated families at a time.
- E. DR case managers who will manage an average ongoing caseload of between twelve (12) to fifteen (15) families each for English speaking families and ten to twelve (10-12) families each for non-English speaking families (i.e. Spanish monolingual families). Services may be provided for up to six (6) months per family, but may be extended. DR referrals will be provided to the Contractor primarily through CFS.
  - 1. The applicant awarded a contract for DR in East County will pilot a Community Pathway to DR services: DR referrals may be provided to the Contractor from the community, referral sources include but are not limited to: schools, health and mental health providers, community based organizations, faith based organization, early childhood centers.
  - 2. Community Pathway clients should not exceed twenty-five percent (25%) the total caseload size.
  - 3. The Community Pathway pilot may be expanded to include West and Central County during the contract term.
- F. Active participation by DR case manager at all requested DR Transition Meetings, which is the warm hand-off from the CFS social worker to the DR contracted agency. Case manager should participate in additional meetings as appropriate, including but not limited to Child and Family Team (CFT) meetings, Multi-



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

Disciplinary Team (MDT) meetings, Safety Planning meetings, and Individualized Education Plan (IEP) meetings.

- G. Thorough assessment of child and family's strengths, needs, and protective factors to assess for appropriate provision of services.
- H. Provision of DR case management-related services for the family outside of normal EHSD CFS business hours, when necessary.
- I. The provision of non-recurring material support, i.e., basic/concrete needs. While providing for material needs alone will not be considered a program under this RFP, meeting these needs may be included as part of a larger program. Such needs may include but are not limited to: one time utility assistance, gift cards to support the provision of food/nutrition or other specific non-recurring items. Services provided as non-recurring material support may not include the direct provision of funds to eligible program participants (i.e. no cash aid).
- J. East Contra Costa County will pilot a Community Pathway to DR services. Through a Community Pathway, the DR provider will receive referrals from outside CFS. The Community Pathway may be expanded to other regions through an amendment. **Applicants from all regions** should demonstrate how families may access DR services through the Community Pathway and how DR services and engagement may be different when referred by a Community Pathway versus by CFS.
- K. During the contract term, vendors may be required to utilize an approved data entry platform such as Binti, Salesforce, Efforts to Outcomes (ETO), and/or Child Welfare System-California Automated Response and Engagement System (CWS-CARES).

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

The basic DR services provided by the Contract include, but are not limited to, include the provision of referrals and linkage to safety net programs intended to alleviate and disrupt poverty, increase stability, and address needs related to parenting, behavioral health, and substance use including, but not limited to:



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

- CalWORKS;
- CalFRESH;
- Enrollment in MediCal benefits as applicable, including:
  - a. Enhanced Care Management; and
  - b. Community Supports.
- Food/basic need pantry;
- Transportation support services;
- Daycare and/or childcare services;
- Specialized daycare (i.e. Regional Center);
- Mental health support/behavioral health support and counseling;
- Healthcare access, including information on local pediatric care;
- Services for children at risk of or who are/have experienced commercial sexual exploitation and child labor trafficking;
- School based referrals/supports;
- Adult education;
- Housing and homelessness programs;
- Referral to social support groups;
- Parenting education, support, and coaching, including:
  - a. Neighborhood-based or parent educator-led parenting classes, evidence based, and support groups.
- Substance abuse prevention and substance use disorder education and coaching including for children, youth, and adults:
  - a. Local counseling referrals;
  - b. Inpatient/outpatient referrals; and
  - c. 12-step meetings.

#### **4.4 Minimum Qualifications**

The successful bidders are expected to meet the following criteria:

##### **Organization Requirements:**

At a minimum, Contractor's staff must have:

- Department of Justice (DOJ) clearance/Live Scan and Child Abuse Index Clearance;
- Experience working with families in a social work context;



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

- Ability to establish a positive relationship with social workers, and have a thorough knowledge of family dynamics, child development, and knowledge of community resources applicable to case referral needs;
- Act as Mandated Reporters to report any suspected child abuse or neglect disclosed by a family member and report to the County Social Worker; and
- Attend CFS-sponsored trainings or meetings provided by EHSD as required.

**Staffing Requirements:**

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

**Program Managers/Supervisors:**

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

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

**Case Managers:**

- Does not require a Master's Degree;
- Equivalent combination of education and work experience is considered (minimum should have Bachelor's from an accredited college or university with a major in social welfare, sociology, psychology or a closely related field); and





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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

- It is desired to have three (3) additional years of related full-time experience, or its equivalent, which includes at least one (1) year as a home visiting case manager in a public or private human services agency.

It is highly encouraged that staffing include community members with lived experience with system involvement.

#### **4.5 Training Requirements**

Contractors are responsible for ensuring case managers are adequately trained in mandated reporting, trauma informed practice, the Protective Factors Framework, and provided training/guidance as appropriate to meet the individual needs of children and families. Contractors will ensure case managers have an understanding of child welfare practice.

Additionally, Contractors are responsible for ensuring case managers are adequately trained in Motivational Interviewing. Specific training requirements will be informed by Family First Prevention Services (FFPS) program guidance as it is made available by California Department of Social Services (CDSS) and will be outlined in awarded contracts.

#### **4.6 Program Monitoring and Evaluation**

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

- A. Perform all services without material deviation from an agreed-upon Service Plan.
- B. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms supplied by EHSD.
- C. Maintain adequate records of training and fidelity monitoring for all Evidence Based Practices. Fidelity monitoring requirements will be outlined in awarded contracts.
- D. Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD, which may require active collaboration and cooperation with other agencies providing similar services.
- E. Conduct program evaluation, including pre and post assessments, client satisfaction surveys.



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

- F. Attend all mandatory meetings, trainings, etc.
- G. Complete and submit a mid-year report summary of services provided, term-end report summary, case log reports, and other information as requested from EHSD.

Documentation/Record Keeping:

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

Upon contract award, EHSD will:

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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**SECTION 5: REQUIRED PROPOSAL FORMAT**

The bidder requirements in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.

**5.1 General Submittal Requirements**

**Electronic Submission** – RFP Proposal Submissions are accepted via **EHSD.org website only** at <https://ehsd.org/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 1223 -*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 1223 -*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 (2) 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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, 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 **July 28, 2025**. 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 (see **Section 8**). Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

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

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

## **5.2 Formatting Requirements**

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

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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

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

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

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

### **5.3 Required Documents**

Required forms as reflected in the Proposal Checklist (**Section 8**) and included in this RFP, must be completed fully and incorporated into the submitted proposal package.

All information and forms included in the proposal package must be presented in the order outlined in the Proposal Submission Checklist (see **Section 8**) and numbered sequentially (excluding fiscal attachments). Electronic templates are posted on EHSD website under "RFP 1223" in "Contracting Opportunities."

### **5.4 Proposal Outline**

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

#### **1. Proposal Cover Statement (Form #1)**

This must be the first page of every proposal. The Proposal Cover Statement (**Form 1**) with original signatures of the Bidder's Board of Directors' President and Executive Director must be attached to the original proposal and must precede the narrative.

#### **2. Table of Contents**

The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as Section 8 of this RFP. The Proposal Checklist identifies all narratives and forms that must be submitted with the proposal. This sequence must be followed in assembling the completed proposal.



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**3. Program Proposal Narrative (maximum of 20 pages)**

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

**A. Organization Overview (Maximum 10 Points)**

- i. Briefly describe your Organization's vision, mission, and objectives and how are they compatible with the primary purpose of DR.
- ii. Include your Organization's primary program components, services, and years of operation, including number of years providing supportive services to children and families in the target area.
- iii. Describe any evidence-based direct services that your organization provides that may benefit families involved in the DR program. Examples may include provision of parent/caregiver coaching or trainings, such as Triple P; use of a functional assessment tool; or, any client-level interventions including father involvement interventions.
- iv. Primary populations served.
- v. Is the organization located in the target area(s) to be served?

**B. Organization Qualifications and Experience (Maximum 15 Points)**

Describe briefly:

- i. Qualifications and experience in providing strengths-based, in-home and in-person case management services to help families at risk of involvement with the child welfare system.
- ii. Qualifications and experience in providing services to children and families, particularly programs and activities that enhance child development and foster positive communication and parenting techniques.
- iii. Qualifications, experience and approach to working with families with multiple stressors, including high risk factors such as domestic violence, substance abuse and mental health issues.

Describe the Bidder's current or past experience in providing the proposed services identified within this RFP, including length of time the organization has been providing these services in the target district (i.e., East, West, Central



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

County). 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.

Attach a monitoring/performance report, or letter/statement of recommendation from a current funder/client regarding the Bidder's performance providing the services outlined under this RFP to validate Bidder's track record.

**C. Community knowledge and Collaboration (Maximum 15 Points)**

- i. Experience collaborating with partner organizations to support families.
- ii. Briefly describe:
  - a. Practices linking families to services and community resources.
  - b. Knowledge of existing resources in the target area for families at-risk of entering the child welfare system.
  - c. Collaboration/coordination efforts with other community providers and type of relationship to them (e.g. informal relationship, MOU, etc.).
  - d. Participation in CFS Community Partnership district meetings, Community Events, Child and Family Team Meetings (CFTs), and other CFS community collaborative efforts.

**D. Program Implementation and Oversight (Maximum 30 Points)**

Clearly identify which region/district addressed in your bid: East, West, or Central. Bidders may bid for more than one (1) region, however, must submit separate/individual proposals for each region. Narrative should identify specific regional needs and specify how these needs will be met through budget and staffing.

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

Describe how clients will be referred to DR and engaged in services. Through a Community Pathway, the DR provider will receive referrals from outside CFS. **Applicants from all regions** should demonstrate how families may access DR



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

services through the Community Pathway and how DR services and engagement may be different when referred by a Community Pathway versus by CFS.

Describe how you assess for strengths and needs and work with the family to develop service objectives, family goals, and/or a case plan to inform the work the case manager will do with the family.

Describe how you will assess basic needs and deliver non-recurring material support.

Describe how you will monitor safety and risk throughout the work with the family.

Describe how and what you will develop as the program outcomes and evaluation process. Describe how program outcomes will be monitored and reported to CFS.

Describe key program staffing (see Section 4.5), including primary roles and responsibilities. Please attach job descriptions/resumes/and organization chart for all staff providing support for your program (counted as an addendum not part of program outline narrative).

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

**E. Motivational Interviewing (MI) (Maximum 10 Points)**

Detail a plan to train all case managers in MI. Training plans should include fidelity monitoring and coaching. Applicants should utilize Motivational Interviewing CQI Brief made available by the Child and Family Policy Institute ([Motivational-Interviewing-CQI-Brief-FEB-28-2025.pdf](#)) in the development and detailing of the MI training and implementation plan. Applicants should reference any additional Comprehensive Prevention Plan MI training guidance as it is made available by the CDSS.

**F. Cultural Responsiveness (Maximum 10 Points)**

Indicate how the Organization will ensure cultural sensitivity and responsiveness of services to families of diverse backgrounds. Describe strategies and processes you will use to assure services are culturally relevant to the client population, including services in the family's primary language.

**G. Fiscal Management Narrative, Program Budget and Budget Narrative (Maximum 10 points)**





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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

Fiscal Management Narrative (maximum 2 pages)

Provide a brief description of the accounting system and internal controls. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the **"Fiscal Attachments" section** referenced in the Proposal Checklist. Include the following as appropriate:

- i. Overall system (accrual, double-entry, automated or manual)
- ii. Timekeeping system
- iii. Inventory system
- iv. Payroll system
- v. Cost allocation plan and methodology
- vi. Ledger system for receivables, payables, expenses, disbursements, petty cash

Explain how the organization's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director, and staff in fiscal management. Describe experience and qualifications of fiscal staff.

Complete and attach **Form #3, Board of Directors**.

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

Program Budget & Budget Narrative

Complete a line-item budget for all Programs under this RFP, showing all costs. Budget is to be completed using **Form #5: Budget and Budget Narrative Template**. An electronic template is posted on EHSD website under "RFP 1223" on "Contracting Opportunities" webpage.

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

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

- i. Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibilities. Divide the salaries of staff with both "Service Delivery" and "Administration" responsibilities in proportion to the time allotted for each activity. List such staff in both categories. Indicate



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

titles, rate of pay, time allotted to program, and FTEs. Indirect costs may not exceed fifteen percent (15%) of total request.

- ii. Program Staff – Include all staff involved in service delivery. Indicate titles, rate of pay, time allotted to program, and FTEs.
- iii. Payroll Fringe Benefits – Report estimated costs of benefits, vacations, sick leave, and training days on the line-item budget. Narrative to include description and list of benefits.
- iv. Describe the following budget rationale and calculations for Operations:
  - a. Occupancy - Describe all applicable factors (e.g. rent/leases) and basis for allocating cost to program.
  - b. Utilities – Describe all applicable factors and basis for allocating cost to the program.
  - c. Telephone, Postage, Insurance, Equipment – list by type, describe justification of cost, and basis for allocating cost to the program.
  - d. Printing/Photocopying – List cost type by type, describe justification of cost, and basis for allocating costs to the program.
  - e. Materials – List by type and describe justification of cost.
  - f. Travel – Describe type, justification, and basis of cost. Include service delivery, administration mileage, and transportation costs for clients.
  - g. Miscellaneous – Indicate kinds of anticipated miscellaneous costs, such as childcare for clients while receiving services.

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

**5.4.1 Attachments**

See Proposal Checklist in **Section 8** for complete list of Attachments.

**5.4.2 Fiscal Attachments**



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

Submit one (1) copy of the organization's most recent audit including any applicable corrective action plans, in the **"Fiscal Attachments" section** referenced in the Proposal Checklist.

A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available. Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the bidder be awarded the contract.

See Proposal Checklist for complete list of Fiscal Attachments.



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD**

**6.1 Evaluation Process**

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

**6.2 Compliance Review**

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

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

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

**6.3 Fiscal Review**

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

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

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

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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

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

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

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

#### **6.5 Scoring Methodology**

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

<b>RFP Scoring Methodology/Rating Sheet</b>	<b>Available Points</b>
<b>Organization Overview</b>	
Bidding agency's mission statement, program services, years of experience, demographics	10
<b>Organization Qualifications and Experience</b>	
Bidding agency's current or past experience and demonstrated ability of bidder to deliver services specified under this RFP. Accreditation/certification levels. Experience serving population specified	15



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

in this RFP. Demonstrates successful track record of providing these services (includes families with high risk factors, resources available).	
<b>Community Knowledge and Collaboration</b>	
Bidding agency has knowledge of existing resources and has established community collaboration efforts. Bidding organization articulates how linkages to services are made to support family engagement.	15
<b>Program Implementation and Oversight</b>	
Bidding organization identified one region for service delivery. Work plan provides for adequate staffing, training, coverage and management to meet the needs of the program and services. Proposal describes referral engagement processes (including via CFS and Community Pathway), defines services delivered to families including family strengths and needs assessments, goal/plan development, linkages to referrals, parenting support, case management, safety and risk monitoring. Describes plan to deliver non-recurring material support. Staff have adequate qualifications, certifications, training and language/cultural responsiveness to deliver services required under this RFP and organization supervisory staff to support case managers. Organization has adequate policies, procedures, processes, and infrastructure to measure and monitor program outcomes and report client services to CFS timely.	30
<b>Motivational Interviewing (MI)</b>	
Bidding agency demonstrates a plan to train case managers in (MI), provide coaching and monitor fidelity of the use of MI.	10
<b>Cultural Responsiveness</b>	
Bidding agency demonstrates cultural sensitivity of program and relevance of services to diverse client populations, including delivery of services in the client's primary language.	10
<b>Fiscal Management Narrative and Program Budget</b>	
Narrative and required components included. Budget and Budget Narrative (program, budget detailing the cost for program administration, salaries, benefits, and operation).	10
<b>Total available points</b>	<b>100</b>

## 6.6 Appeals Process

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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

All bidders will receive a written and emailed notification from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request.

All written letters of appeal must state the following:

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

An appeal will only be considered valid if there has been a violation of one (1) 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 sent to:

**EHSD Director  
40 Douglas Drive  
Martinez, CA 94553**  
or via email to: [contract\\_clerk@ehsd.cccounty.us](mailto:contract_clerk@ehsd.cccounty.us)

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

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

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

## **6.7 Contract Award and Negotiations**

The successful bidders will be expected to promptly enter into contract negotiation with the County. This may result in mutually agreed upon changes in plans or activities



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

identified in the proposal. As a result of this negotiation, the actual Contract may include other agreements and clarifications of activities, consistent with the intent of this RFP.

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

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

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

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

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

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

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





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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

**SECTION 7: CONTRACTING REQUIREMENTS**

**7.1 County Contract Requirements**

Upon acceptance of a proposal and award of a contract by the Board of Supervisors, the successful bidder(s) will enter into a standard County contract that specifies:

Parties to the Contract

Effective Dates

Legal Type

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

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

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

Provisions for Audit

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

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

**7.2 Additional Requirements**

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

If a consortium of organizations 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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

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. The grantee must maintain adequate payroll documentation (detailed time sheets sometimes called "functional time sheets") to support compensation paid to bona fide employees. Reimbursement of salary and benefit costs must be based on actual time spent on the program.

### **7.3 Type of Contract**

Contracts will be on a cost reimbursement basis with monthly billing required. Contractor is required to provide detailed line-item budgets. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation. The documentation shall establish that EHSD is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under the 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.



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

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 agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not be limited to, inspection of clients' case files, attendance records, and financial and bookkeeping records. Clients may be interviewed to verify eligibility, ensure required procedures are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering with the contractor to ensure provision of agreed-upon services. In the event that contract requirements are not met, termination of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all subrecipients.

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



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

**DIFFERENTIAL RESPONSE PATH II & AFTER CARE SERVICES  
REQUEST FOR PROPOSAL (RFP) 1223**

Contractor will be required to provide additional reports as designated in Section 4 Program Description and agreed upon in the resulting contract.

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

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



## **SECTION 8: PROPOSAL CHECKLIST**

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

### **File #1: Save as "RFP1223-Bidder Name-Proposal"**

- ☐ **Proposal Cover Statement** (Form #1)
- ☐ **Table of Contents**
- ☐ **Program Proposal Narrative**
  - ☐ Agency Overview
  - ☐ Agency Qualifications and Experience
  - ☐ Program Implementation and Oversight
  - ☐ Community knowledge and collaboration
  - ☐ Cultural Sensitivity
- ☐ **Attachments**
  - ☐ **Statement of Qualifications** (Form #2 with original signatures must accompany original proposal), completed and signed by Organization Executive Director and President of Organization Board of Directors.
  - ☐ **Monitoring/Performance Report or Letter of Recommendation**
  - ☐ **Organizational Charts**
  - ☐ **Job Descriptions and/or Resumes of Executive Director and Key Program and Fiscal Staff.**
  - ☐ **Organization Brochure (as available).**
- ☐ **Contracts and Grants Form** (Form #4)
- ☐ **Program Budget and Budget Narrative** (Form #5)

### **File #2: Save as "RFP1223-Bidder Name-Financials"**

- ☐ **Fiscal Management Narrative**
- ☐ **Board of Directors Form** (Form #3)
- ☐ **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).**



**Contra Costa County**  
**Children and Family Services      REQUEST FOR PROPOSALS (RFP) 1223**  
**Differential Response Path II and After Care Services**

- ☐ **1** copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (referenced in Section 5.4).
- ☐ **1** copy of bidder's last audited financial statement attached to original proposal copy. (Reference Section 5 for alternate submission requirements if audited financial statements are not available).
- ☐ **1** copy of current Organization Budget with revenues and expenses indicated.



**SECTION 9: REQUIRED FORMS**

*Forms must be completed and attached to submitted proposals*

*Electronic templates are posted on EHSD website under "RFP 1223" in "Contracting Opportunities."*

	<b><u>Form #</u></b>	<b><u>Form Title</u></b>
<b>9.1</b>	<b>#1</b>	<b>Proposal Cover Statement</b>
<b>9.2</b>	<b>#2</b>	<b>Statement of Qualifications</b>
<b>9.3</b>	<b>#3</b>	<b>Board of Directors</b>
<b>9.4</b>	<b>#4</b>	<b>Contracts and Grants</b>
<b>9.5</b>	<b>#5</b>	<b>Budget and Budget Narrative Template</b>



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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

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

<b>PROPOSAL COVER STATEMENT – RFP # 1223</b>	
<b>BIDDER ORGANIZATION NAME</b>	
<b>ADDRESS</b>	<b>Bidder Phone</b>
	<b>Bidder Fax</b>
	<b>Web Address</b>
<b>CONTACT PERSON</b>	<b>Contact Phone</b>
	<b>Contact E-mail</b>
	<b>Contact Fax</b>
<b>ADDRESS OF PROGRAM (if different than above)</b>	
<b>PROGRAM TITLE and SERVICE CATEGORY</b>	
<b>COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)</b>	
<b>AMOUNT OF FUNDING REQUEST</b>	
TOTAL AMOUNT REQUESTED	\$ _____
<b>FEDERAL EMPLOYER NUMBER</b>	<b>501(C)(3) EXEMPTION</b> _____
<b>AGENCY PRIOR YEAR NET OPERATING BUDGET \$</b> _____	
<b>AUTHORIZATION</b> <i>We submit the attached response to the Notice of Request for Proposal No 1223 dated _____ and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</i>	
<b>AUTHORIZED REPRESENTATIVES: (two signatures required)</b>	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____





**9.2 FORM #2: Statement of Qualifications**

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



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

**FORM #2, Continued**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title (Executive Director)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title (Board President)

**Note: When more than one agency will collaborate in providing services(s), above signatures are required of only the lead agency. Lead agency will certify that each member of the agency consortium will meet service and fiscal requirements.**



**9.3 FORM #3: Board of Directors**

- 1. Number of Board members required by agency's bylaws: \_\_\_\_\_
- 2. Number of members on current Board: \_\_\_\_\_
- 3. When and how often does the Board meet: \_\_\_\_\_
- 4. List current Board members below (or attach Board List in this format):

Member Name	Address	Occupation/ Affiliation	Board Position	# Years on Board

- 5. Describe key roles and responsibilities of the Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



#### 9.4 FORM #4: Contracts and Grants

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

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

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

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

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

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



Contra Costa County  
Children and Family Services

REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services

9.5 FORM #5: Budget and Budget Narrative Template

Entity Legal Name:				
Term Start Date:	01/01/26			
Term End Date:	12/31/27			
Cost Reimbursement Amount	\$ -			
In-Kind Match Amount (If Applicable)	\$ -			
Total Budget with Match	\$ -			
BUDGET CATEGORY DESCRIPTION	1/1/2026 to 12/31/2026	1/1/2026 to 12/31/2027	TOTAL COMBINED BUDGETED COST REIMBURSEMENT AMOUNT	BUDGET NARRATIVE
PERSONNEL AND FRINGE BENEFITS				
OPERATING COSTS				
OTHER COSTS				
PARTICIPANT COSTS				
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS				
COST REIMBURSEMENT AMOUNT	\$ -	\$ -	\$ -	
BUDGET - IN-KIND MATCH (If Applicable)	IN-KIND AMOUNT	IN-KIND AMOUNT	IN-KIND AMOUNT	BUDGET NARRATIVE
IN-KIND MATCH				
IN-KIND AMOUNT				
Cost Reimbursement Amount				
In-Kind/Match Amount				
Total Budget				
BUDGET AMOUNTS FROM CELLS				
MUST BE ZERO				



## **SECTION 10: APPENDICES**

### **10.1 GENERAL CONDITIONS**

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

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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

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

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



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

**8. Modifications and Amendments.**

a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

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

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or





**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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

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

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



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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

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

**27. Required Audit.**

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



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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.



**10.2 CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS) SUPPLEMENTAL PROVISIONS**

- A. 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.
- B. 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.]]
- C. Confidentiality. Without in any way limiting the provisions of Section 16 (Confidentiality) of the General Conditions:
1. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable State and Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
    - a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
    - 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:



**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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

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

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





**Contra Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1223  
Differential Response Path II and After Care Services**

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.