



Contra Costa County  
Administrative Services

REQUEST FOR INFORMATION (RFI) 778

**Professional Development, Personnel, and Leadership Development Services**

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**Contra Costa County  
Employment and Human Services Department (EHSD)  
Administrative Services Bureau (ASB)**

**Request for Interest (RFI) #778**

**Professional Development, Personnel, and Leadership Development Training  
Services**

Contra Costa County Employment and Human Services Department (EHSD), Administrative Services Bureau (ASB), announces a Request for Interest (RFI) #778 seeking to identify multiple qualified innovative, client-centered agencies or organizations who can provide professional development training services for EHSD employees. EHSD is committed to equipping staff with the skills and competencies necessary to deliver high-quality services to the community. Respondents awarded contracts (Contracting Agencies) will provide **Professional Development, Personnel, and Leadership Development Training Services to EHSD employees.**

EHSD will award three (3) standard County contracts to selected Training and Professional Development Agencies. Total contract amount of each contract will not exceed \$180,000 for a two (2) year contract, not to exceed \$90,000 per year dependent on availability of funds. Funding for the resulting contracts awarded through this RFI are budgeted for the period of July 1, 2026 through June 30, 2028. Contract payments are based on the Contracting Agency's performance and deliverables as outlined in the RFI.

**Responses must be received no later than 5:00 p.m. PST on Friday, January 23, 2026 without exception.**

For further information see: <https://ehsd.org/overview/contracting-opportunities/>



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**I. STATEMENT OF PURPOSE**

EHSD is a large, complex organization providing multiple services to the community's most at risk populations. Our mission is to partner with the community to deliver quality services to ensure access to resources that support, protect, and empower individuals and families to achieve self-sufficiency. To perform this broad and important mission, EHSD depends on each of its over 2,000 loyal, skilled, diverse, and dedicated employees working in district offices throughout East, Central, and West Contra Costa County

The intent of this **Request for Interest (RFI) #778** is to invite qualified, innovative, client-centered agencies or organizations (Respondent) which set forth the Respondent's in-house experience, expertise, and available resources to train, consult, and support EHSD staff. Respondents awarded contracts (Contracting Agencies) will provide virtual and on-site training to line staff, supervisors, managers, and directors in the areas of professional development, personnel, and leadership development.

**II. PROGRAM DESCRIPTION: PROFESSIONAL DEVELOPMENT, PERSONNEL, AND LEADERSHIP DEVELOPMENT**

EHSD's diverse staff consists of workers with different levels of professional development. EHSD intends to offer relevant training that meets the growing needs of its workforce and that helps employees to be competent and excel in their profession. Contracting Agencies will work with Staff Development to create and deliver customized comprehensive professional development programs that are in alignment with EHSD mission and core values.

Contracting Agencies will work with the Staff Development Division Manager and Supervisors to identify specific training requiring outside expertise and customize courses to meet the needs of employees within the Department. Such training courses may include but are not limited to: Supervisory Effectiveness; Management Development, Data Literacy, Policy Analysis, Performance Management; Remote Work and Remote Supervision; Self Care and Stress Management; Communication and Presentation Skills Conflict Management; Effective Business Writing; Emotional Intelligence; Critical Thinking and Competency-based Leadership.

This RFI is not in itself an offer to work, nor does it commit Contra Costa County to fund any proposals submitted. The County is not liable for any costs incurred in the preparation or research of proposals.

**III. FUNDING**

EHSD will award three (3) standard County contracts to selected Training and Professional Development Agencies. Total contract amount of each contract will not exceed \$180,000 for a two (2) year contract, not to exceed \$90,000 per year depending on

availability of funds. Funding for the resulting contracts awarded through this RFI are budgeted for the period of July 1, 2026 through June 30, 2028. Contract payments are based on the Contracting Agency’s performance and deliverables as outlined in this RFI. No obligation or commitment of funds will be allowed beyond the contract period ending June 30, 2028.

**IV. SCOPE OF SERVICES**

The scope of services is a general guide, and it is not intended to be a complete list of all work necessary to perform the duties under this RFI. Contracting Agencies must work with and provide knowledge transfer to EHSD staff to achieve objectives. Among the results to be achieved are these key objectives:

EHSD employees’ professional and leadership skills are developed, which enhances their job performance. This improvement is evident in their work.

Provide virtual and/or classroom training in a manner conducive to transfer of learning.

Contracting Agency shall:

- A. Provide customized training, curriculum development and consultation services to EHSD.
- B. Deliver training in professional development, personnel and leadership development in half day (3 hour) or full-day (6 hour) sessions virtually or in the classroom.
- C. Work collaboratively with EHSD to develop and deliver 1-hour to 2-hour motivational training on leadership to large groups, when requested by EHSD Staff Development.
- D. Evaluate, survey and speak with EHSD representatives as requested by EHSD Staff Development.

**V. QUALIFYING REQUIREMENTS**

- A. Extensive history of providing training services, facilitation, and curriculum development.
- B. Experience in providing consultant services in leadership development.
- C. Experience working with public agencies.
- D. Ability to work with diverse groups of employees.

- E. Possess strong verbal and written communication skills.
- F. Experience working with government or public agencies.
- G. Experience and training background relating to professional development, personnel, and leadership development.
- H. Verbal and written communication skills.

**VI. LICENSING AND CERTIFICATION REQUIRED *(Updated 1/9/26)***

- A. Valid Class C Drivers' License.

**VII. INSURANCE REQUIREMENTS**

**Insurance** – Provide evidence of insurance at the coverage levels required by the County. Following are the insurance requirements: Commercial General Liability with Proof of Hired and Non-Owned Auto (HNOA) and Primary and Non-Contributory (PNC) and additional insured Endorsements; Workers Compensation; Additional Insurance Provisions; Professional Liability; Proof of General Liability.

- 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 Hired and Non-Owned Automobiles (HNOA), 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 and non-Contributory (PNC) 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.** 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 (5) 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 the Contract.
- E. **Professional Liability Insurance.** Contractor shall maintain all necessary insurance for services to be provided by Contractor hereunder, including but not limited to professional malpractice or Errors and Omissions liability coverage. Malpractice or Errors and Omissions liability insurance shall be in an amount no less than **\$1,000,000 per claim** and **\$1,000,000** annual aggregate and shall be from a reputable insurance company acceptable to the County. Contractor shall provide the County with a valid certificate of insurance evidencing the coverage required by this clause and shall promptly advise County of any and all claims paid by the insurer(s) under said insurance.
- F. **Proof of General Liability (GL) and Additional Endorsements.** General liability requires Endorsements CG20 10 and CG 20 37 naming Contra Costa County as Additional Insured including Primary and Non-Contributory endorsement (PNC) and Hired & Non-Owned Auto (HNOA) requires Endorsement CA 20 48 / CA 04 44 or Declaration showing Owned, Hired & Non-Owned Autos.

**VIII. REVIEW AND SELECTION CRITERIA**

- A. Submission packets will be evaluated by EHSD staff to identify the most qualified respondent(s). If more than one respondent is deemed highly qualified, EHSD may require oral interviews and/or supplemental information from those respondents before making a final selection. Contract negotiations will begin upon identification and notification of the most qualified respondent(s). If a satisfactory contract cannot be negotiated in a reasonable time frame, EHSD, in its sole discretion, may terminate negotiations with the respondent(s) and begin contract negotiations with another qualified respondent(s).
- B. Respondents will be scored on the following criteria:
- Experience with government or public agencies 10%
  - Experience and training background relating to professional development, personnel, and leadership development 50%
  - Ability to work with diverse groups of staff 10%
  - Verbal and written communication skills 30%

**IX. SUBMISSION REQUIREMENT CHECKLIST**

- A. Interested parties **must** submit all of the following documentation to be considered for this RFI:
1. Letter of Interest (Qualifications Statement) describing interest in the position and relevant experience, training background, certification, awards and other factors relevant to the services described in this RFI.
  2. Resume of experience, job description(s), and other factors relevant to the services described in this RFI. Include highlights of previous consultation/facilitation/training experience including examples addressing similar work as outlined in this project, any related completed projects, and training. Include website, if available.
  3. Work plan proposal to deliver services described in this RFI.
  4. Proposed budget to deliver services described in this RFI including budget breakdown of pricing for 1-hour, 2-hour, ½ day (3-hour), and full day (6-hour) sessions. Session price includes the development time.
  5. Resumes of key staff or job descriptions/minimum requirements for key positions.
  6. Two (2) recent letters of verifiable business references addressing respondents' qualifications for this RFI. Reference letters must include contact name, physical address, email, and telephone number.

X. **SUBMISSION PROCESS AND DEADLINE** *(Updated 1/13/2026)*

- A. **Electronic Submission** – RFI Response Submissions are received by EHSD via upload of submission documents to **EHSD.org website only** at: <https://ehsd.org/overview/contracting-opportunities/>
- B. In order to be considered as a Respondent for this RFI, interested parties must submit the completed Letter of Interest including requested documentation above, not to exceed twenty (20) pages (excluding attachments), along with the Respondent’s name, title, email address and contact phone number by the deadline of **no later than 5:00 p.m. Friday, January 23, 2026** to the website address listed above. Attachments must be in MS Word, MS Excel, and/or PDF file format.
- C. Once the files have been uploaded, please select the “Submit Bid” button at the bottom of the RFI announcement page. Complete the required fields on each screen and upload required attachments when prompted to do so. Once you hit “Submit Bid”, a notification will be sent to you via email to inform you that your bid has been received. The email will be sent to the address provided during the submission process.
- D. Once you have submitted your request, you must call 925-957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your submission.
- E. Any RFI submitted to EHSD.org after the deadline will be rejected. Mail-in, hand-delivery, faxed, or email submissions are not acceptable.  
Contact (RFI Process only): Contra Costa County, EHSD Contracts Unit  
Telephone: (925) 608-4969 (for any questions related to submitting the Request for Interest)  
E-mail: [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us)  
Website: <https://ehsd.org/overview/contracting-opportunities/>
- F. **RFI response submissions must be received no later than 5:00 p.m. Friday, January 23, 2026 without exception.** Please note that responses will not be returned and late deliveries will **NOT** be accepted.
- G. County reserves the right to reject any proposal and negotiate any terms as best serves the County. All proposals become the property of the County, without obligation to the Respondent.
- H. The RFI process may be cancelled at any time without written notice.

**XI. RESTRICTION AND DISCLOSURE**

- A. Any information deemed confidential or proprietary by the Respondent must be clearly marked and identified by the Respondent 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.
- B. Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act (PRA) 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).
- C. EHSD will not notify Respondents of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by Respondents as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Respondent of such request to allow Respondent to challenge such request consistent with applicable law.
- D. County reserves the right to reject any proposal and negotiate any terms as best serves the County. All proposals become the property of the County, without obligation to the Respondent. The RFI process may be cancelled at any time without written notice.

**XII. APPEALS PROCESS**

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

All bidders will receive a written and emailed notification from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request. Appeals must be received within ten (10) business days from the date of the award/denial letter. Notification of a final decision on the appeal shall be made in writing to the respondent

All written letters of appeal must state the following:

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

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

- The procurement process as outlined by the RFI 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**

via email to: [contractbid@ehsd.cccounty.us](mailto:contractbid@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.

### **XIII. CONTRACT MONITORING AND EVALUATION**

EHSD will actively monitor services provided. Contractor will be expected to:

1. Perform all services without material deviation from the service plan.
2. Maintain adequate records of service provision to document compliance with service plan and complete any forms supplied by EHSD.
3. Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD.
4. Complete and submit monthly, mid-year, and year-end summary of services provided reports and other information as requested from EHSD.

5. Complete and submit monthly demands and supporting documentation having an adequate accounting system and/or application in place to properly account for expenses segregated by expense item.
6. Adhere to EHSD confidentiality polices as outlined in the awarded contract service plan.

Upon contract award, EHSD will:

1. Provide information to contractors concerning State or County requirements not provided herein.
2. Provide technical assistance to contractors, as requested, to help meet project goals.

#### XIV. **REQUIRED FORMS**

The following are required forms/information we request:

- A. The **W9 Form** can be obtained by visiting the Internal Revenue Service (IRS) website at the following link: [About Form W-9, Request for Taxpayer Identification Number and Certification | Internal Revenue Service](#)
- B. **Contractor Small Business Enterprise (SBE) FORM**. This information is collected by EHSD to determine Small Business Enterprise (SBE) contractors doing business within Contra Costa County. This form can be obtained by visiting the following link: [Contracting Opportunities | EHSD](#)
- C. **Secretary of State (SOS) Registration Form**. EHSD requires that contractors register with California Secretary of State at: [Online Business Services | California Secretary of State](#)
- D. **Unique Entity Identifier (UEI) Number**. Visit [www.sam.gov](http://www.sam.gov) website at [Home | SAM.gov](#) to obtain your entity's UEI.

XV. **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 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 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 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 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 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.

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, 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.
- 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.