Contra Costa County

REQUEST FOR PROPOSALS (RFP) 1184
Employment Services for Formerly Incarcerated Individuals

The Contra Costa County Probation Department announces Request for Proposals (RFP) # 1184 seeking qualified entities with expertise and experience in providing employment and related services for formerly incarcerated individuals, residing in East Contra Costa County, to reduce recidivism.

Program funding for the period of May 1, 2014 through April 30, 2015 is up to $100,000. Funding includes federal funds. The County has the ability to award the successful bidder contract extensions based upon satisfactory performance and available funding.

Interested parties are invited to ask questions about the RFP and to receive technical assistance.

Please submit questions via email by Friday, March 21, 2014 to
secondchancegrant@prob.cccounty.us

Final proposals will be due at the
Probation Department
50 Douglas Dr., Suite 200
Martinez, California 94553

by 5:00 p.m. on Monday, March 31, 2014

Call the Probation Dept. at (925) 313-4188 with any questions about this RFP.

Thank you in advance for your effort in preparing your response.

TABLE OF CONTENTS

APPLICATION PACKET	Page No.
Legal Classified Notice	3
RFP Timeline	5
Program Description	7
Proposal Review and Selection	15
Evaluation Process	17
RFP Requirements and Instructions for Bidders	20
Form 1	23
Form 2	25
Form 3	27
Form 4	30
General Conditions	32
Attachment A	40

LEGAL CLASSIFIED NOTICE

LEGAL CLASSIFIED NOTICE

REQUEST FOR PROPOSAL # 1184

EMPLOYMENT SERVICES FOR FORMERLY INCARCERATED INDIVIDUALS

The Contra Costa County Probation Department announces the issuance of Request for Proposal (RFP) # 1184 making available up to $100,000 for qualified entities to provide employment services for formerly incarcerated individuals, residing in East Contra Costa County, to reduce recidivism. Proposals are due **Monday, March 31, 2014** at 50 Douglas Dr., Suite 200, Martinez, CA 94553 **by 5:00 PM,** without exception. A copy of the RFP is available by calling (925) 313-4188 or on our website at: http://www.contracosta.ca.gov/3567/Second-Chance-Act-RFQ.

RFP TIMELINE

RFP TIMELINE

1. RFP announced: Monday, March 3, 2014

2. Deadline to submit questions and receive technical assistance:
   Friday, March 21, 2014

3. Proposal submission deadline: 5:00 PM, March 31, 2014
   Probation Department
   50 Douglas Drive, Suite 200
   Martinez, CA 94553

   No proposal will be accepted after this date and time.

4. Review and rating process from April 1, 2014 through April 11, 2014

5. Written notification of RFP award recommendations sent out to RFP respondents by April 14, 2014

6. Appeal period, April 14, 2014 through April 25, 2014
   Deadline to submit appeal letters: 5:00 PM, April 25, 2014

7. Board of Supervisors approval and authorization to award contracts is tentatively scheduled for May 6, 2014 agenda.

PROGRAM DESCRIPTION

PROGRAM DESCRIPTION

I. General

The Contra Costa County Probation Department announces Request for Proposals (RFP) # 1184 seeking qualified entities with expertise and experience in providing employment and related services for formerly incarcerated individuals, residing in East Contra Costa County, to reduce recidivism.

Private, not-for-profit organizations, public agencies, and not-for-profit institutions of education with demonstrated effectiveness in providing evidence-based and research-informed services to justice-involved individuals, and a commitment to working within collaborative efforts, are invited to submit proposals.

Licensing/Certification Requirements:

Successful bidders must have and maintain all appropriate licenses, permits, and certifications as required by the laws of the United States, State of California, Contra Costa County, and all other appropriate governmental agencies.

II. Funding

The contract funding for the period of May 1, 2014 through April 30, 2015 is up to $100,000. Funding include federal Second Chance Act grant funds. The County has the ability to award the successful bidder contract extensions based upon satisfactory performance and available funding.

The purchase of services will be on a fee for service basis. The contractor is expected to serve 75 or more formerly incarcerated individuals returning to Pittsburg, Antioch and Bay Point.

III. Scope of Service

A. Population to be served

Employment services will target placement of moderate to high risk probationers as determined by Correctional Assessment and Intervention System (CAIS) risk and needs assessment tool administered by Contra Costa County Adult Probation. Program participants will reside in the East Contra Costa County cities of Pittsburg, Bay Point and Antioch.

The employment services will be provided as part of a coordinated grant program, Contra Costa County Reentry Agenda to Empower and Ensure Safety (CREATES) funded by the Department of Justice Bureau of Justice Assistance Federal Second Chance Act Adult Implementation Grant.

CREATES includes the following elements:

Pre-release services: Prior to release from incarceration at the various county detention facilities, Probation Case Managers (PCM) will conduct an Actuarial Based Assessment using CAIS and create an Individual Achievement Plan with the participant that includes developing a transition plan. Pre-release contact by the contracted provider is anticipated. In addition, participants will be enrolled in health and income benefits by a Health Services- Behavioral Health Division (BHD) Benefits Specialist including Medi-Cal. The Office of Education will offer in-custody classes in vocational training, GED obtainment, and addressing substance abuse. The Sheriff's Office will provide access to Inmate Services, which includes legal assistance, library services, chaplain services, and oversee inmate movement within the county jail facilities.

Post-release services: PCM supervision and case management with assistive case management by CREATES partners is offered for the duration of probation. Thinking for a Change (T4C) cognitive behavioral lessons lead by PCMs will take place post-release. BHD will offer residential and outpatient substance abuse treatment, sober living environment housing, shelter beds, benefit enrollment, mental health care, including "integrated dual diagnosis-treatment" through the Forensic Team for participants with co-occurring mental health and substance abuse disorders. Job placement, retention, and re-placement will be offered by Rubicon Programs in West County and RFP # 1184 seeks employment services for East County residents. Vocational training will be provided through the CC County Workforce Development Board and RichmondWORKS. Legal Assistance to address employment, housing and benefit barriers will be through Bay Area Legal Aid and Rubicon Programs.

CREATES works hand in hand with CC County's Reentry Strategic Plan with a five-year performance outcome to reduce recidivism by 50% and one-year reduction of 10%.

B. <u>Services</u>

Comprehensive employment services for East Contra Costa County residents to reduce recidivism. Bidders should expect to begin services for

approximately 30 existing clients and to receive 8 to 12 referrals per month over the course of the contract. The actual volume may vary, depending on need.

Employment services include, but are not limited to, the following:

a. Orientation and assessment of new participants;
b. Post-release job readiness workshops;
c. Employment preparation and job placement, retention and advancement services, including assistance obtaining documents necessary for employment;
d. Soft skills training;
e. Transitional employment;
f. Education and Training;
g. Mentoring; and
h. Case management including assistance connecting to supportive services such as housing, substance abuse programs and health services

IV. Staffing Requirements.

A. Bidder's staff must be qualified and adequately trained to provide employment services.

B. Demonstrated competency in job preparedness and placement of formerly incarcerate individuals preferred.

C. County has the discretion to approve or disapprove the qualifications/ training level of Bidder's staff working with Probation clients.

V. Purpose and Outcomes

A. Without assistance to make a successful transition, many formerly incarcerated individuals return to criminal activity. Employment post-incarceration is a stabilizing factor and a demonstrated way to reduce recidivism. In order to successfully reintegrate into the community, it is essential that formerly incarcerated individuals gain the skills necessary to compete for jobs in the local labor market.

i. Outcome measurements must include, but are not limited to, the following:
    1. Percentage of participants who successfully complete the program
    2. Percentage of unsuccessful program exits by reason for unsuccessful exit

3. Percentage of participants who obtain employment
4. Percentage of participants who retain employment after 6 months
5. The recidivism rate for program participants

VI. Contract Monitoring and Evaluation.

A. Probation will actively monitor services provided through these contracts. At a minimum, prospective Bidders will be expected to:

1. Perform all services without material deviation from an agreed-upon Service Plan.

2. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms supplied by Probation.

3. Cooperate with the collection of other fiscal/administrative/service data as requested by Probation.

VII. Proposal Outline

A. Proposal Cover Statement.

The Proposal Cover Statement (Form #1, page 23) with original signatures, **in blue ink**, of the Board of Director's and Executive Director must be attached to the original proposal and must precede the narrative. Copies of the form must also serve as the Proposal Cover Statement for the remaining six (6) proposal copies.

B. Table of Contents.

Include a Table of Contents using Attachment A, page 40, as a guide.

C. Program Proposal (10-15 pages)

1. Overview.

State your organization's mission and vision and its overall service delivery philosophy. Describe briefly:

a. Organization's primary service components and the years in operation.

d. Administrative and program office locations.

e. Other partners involved in provision of employment services.

2. Bidder's Qualifications and Experience.

a. Describe your organization's current or past experience and knowledge in providing employment services including the following information:

- Scope and range of services provided by the organization.
- Number of years providing services.
- Accreditation/Certification levels, if applicable.
- Populations served.
- Organization's track record. Attach a monitoring/ performance report or letter/statement from a current funder regarding the organization's performance providing the employment services outlined under this RFP.

b. Describe any relevant aspects of the organization's history that demonstrate capacity to provide the proposed services for justice-involved individuals.

3. Staffing qualifications.

Bidders must maintain a sufficient level of staff with appropriate qualifications, training, and cultural/language competence to effectively conduct program activities.

a. Submit a staffing plan for all staff working directly or indirectly in this program, including the following: staff name and job title; time allocated to program; salary allocated to program; duties/activities; education, experience, training and qualifications, language/cultural competence.

b. Describe briefly how the staffing plan meets the needs of the program.

4. Program Services, Outcomes and Implementation Plan.

Describe the specific employment services that will be provided along with proposed outcomes.

- Provide a detailed description of the program model including any tailoring of the program to meet the needs of the justice-involved individual receiving services.
- Specify partnerships developed with various employers.
- Define outcomes specific to each proposed service.

Describe the service activities and your organization's plan/process for implementing language/culturally appropriate services, including program design, methodology, service delivery, and coordination.

5. Project Timeline.

Provide a start up and transition plan detailing events and a timeline that includes contract award, the first full month of system operations, and ongoing services to completion of project.

Indicate process to coordinate program services with Probation staff.

6. Program Evaluation.

a. Describe how your organization will monitor and evaluate the quality of the services, including specific methods for collecting and reporting requisite data included in Purposes and Outcomes (Section V.A.i). Specify methods/assessment tools used to measure program effectiveness.

7. Program Budget and Narrative.

a. Program Budget should include a breakdown of all costs that demonstrates computations for each budget category (ie. Personnel, Benefits, Supplies, Local Travel, etc.) Proposed budgets are expected to be complete, reasonable, cost effective, and necessary for proposed activities.

b. The Budget Narrative should thoroughly and clearly describe every category of expense included in the Program Budget. The narrative should correspond to the information and costs included in the Program Budget.

c. For questions pertaining to allowable and unallowable costs, see the Office of Justice Programs Financial Guide at www.ojp.usdoj.gov/financialguide/index.htm

PROPOSAL REVIEW AND SELECTION

PROPOSAL REVIEW AND SELECTION

All proposals submitted in compliance with the RFP requirements will be eligible for review and selection; however, a representative from the responding organization must attend the Bidder's Conference and the proposal must pass a fiscal review with a minimum score of 70% prior to proposal review and evaluation of the program evaluation committee. Proposals will be evaluated in two distinct areas:

I. Fiscal proposal and bidder's fiscal management capability.

II. Service proposal and bidder's implementation capability.

Selection Methodology

I. Only those proposals from respondents who attended the Mandatory Bidder's Conference will be forwarded for review.

II. An audit or audited financial statement must be included with each proposal. The audit or audited financial statement shall be the most recent and complete available and for a fiscal period not more than 12 months old at the time of submission. The original proposal with financial statements will be forwarded to the Probation Fiscal Department for review and evaluation. Only those proposals receiving a score of seventy percent (70%) on the Fiscal evaluation will be forwarded to the Review Panel for evaluation.

III. The Review Panel will review all qualified proposals and evaluate and score all service elements utilizing the following evaluation process:

A. The Review Panel may be comprised of Probation Department staff, local law enforcement staff, community-based organization staff, private for-profit corporation staff and/or public sector representatives. Members of the Review Panel will be required to sign an impartiality statement.

1. The Review Panel will evaluate proposals based on the evaluation criteria guidelines outlined on page 17-18.

2. Probation will make recommendations for a contract award to the Board of Supervisors based on a combined average scoring.

EVALUATION PROCESS

EVALUATION PROCESS

Proposals that pass the fiscal review will be evaluated to a maximum of 100 points using the following criteria guidelines.

Proposal Evaluation	**Points**
I. Overview	5

- Organization's overall services/history
- Administrative and program offices are locally based
- Organization's experience providing employment services with particular emphasis on formerly incarcerated individuals.

II. Bidder's Qualifications and Experience	15

- Demonstrates a high level of experience and knowledge providing employment services
- Experience serving population specified in this RFP
- Demonstrates successful track record of providing these services

III. Staffing Qualifications	15

- Work plan provides for adequate staffing and management to meet the needs of the program
- Staff has adequate qualifications, training and language/cultural competency to perform their duties/activities and provide services under this RFP.

V. Program Services, Outcome and Implementation Plan	30

- The proposal specifies a comprehensive and sound program design and service delivery system
- The proposal specifies specific, realistic performance and outcome measurements
- The proposed service facilities are available in East County and adequate for the provision of services
- The proposal demonstrates services will be delivered in a culturally and linguistically appropriate manner to meet the diverse needs of Contra Costa County

V. Implementation Plan 10

- The proposal specifies a sound plan that demonstrates the organization's readiness to begin service delivery in a timely manner and provide a smooth transition.
- The plan provides a viable system for coordination of services between the organization and Probation.

VI. Program Evaluation 10

- The applicant demonstrates sufficient capacity to track data needed for program evaluation
- The evaluation methods/tools are relevant to program effectiveness

VII. Program Budget and Narrative. 15

- The proposed budget is reasonable for the proposed services and in line with the service field

Total Points 100

RFP REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS

RFP REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS

The bidder requirements in this section are mandatory. Contra Costa County reserves the right to waive any nonmaterial variation.

I. All bidders shall submit one original proposal package and six (6) complete copies of the proposal, under sealed cover, by mail or hand-delivery to Probation Department at 50 Douglas Drive, Suite 200 Martinez, CA 94553 to be received no later than March 31, 2014 at 5:00 PM. Each submission must be marked on the outside with the Organization's name and RFP No. 1184. Any proposal received after the deadline will be rejected. Postmarks, emailed, and faxed submissions are not acceptable.

II. Proposals and required attachments shall be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFP. All costs incurred in the preparation of a proposal will be the responsibility of the bidder and will not be reimbursed by the County.

III. A proposal may be withdrawn in person by a bidder's authorized representative prior to **12 p.m. on April 1, 2014**. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license or State issued identification card) and sign a receipt attesting to his/her withdrawal of the proposal.

IV. Questions can be emailed to secondchancegrant@prob.cccounty.us by Friday, March 21, 2014. Answers to all questions received will be provided on the Probation website at http://www.contracosta.ca.gov/3567/Second-Chance-Act-RFQ by Wednesday, March 26, 2014.

V. Probation may amend this RFP, if needed, to make changes or corrections to specifications or provide additional data. Amendments will also be made available on the Department website. Probation may extend the RFP submission date, if necessary, to allow bidders adequate time to consider additional information and submit required data.

VI. The RFP process may be canceled in writing by the Probation Department prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the best interest of the County.

VII. With respect to this RFP, the County reserves the right to reject any, some, or all bids and proposals. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All proposals become property of the County, without obligation to any bidder.

VIII. Proposals will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Proposals should be without expensive

artwork, unusual printing, or other materials not essential to the utility and clarity of the proposal. Evaluation criteria and weight factors are described herein.

IX. A review panel will evaluate all proposals received. The panel may be composed of Probation staff, local law enforcement staff, community-based organization staff, private for-profit corporation staff and/or public sector representatives. On the basis of panel ratings, the Chief of Probation will make recommendations to the Contra Costa County Board of Supervisors. Bidders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a proposal.

X. Only bidders submitting a proposal in accordance with RFP No. 1184 may appeal the RFP process. The appeal request must clearly state the area(s) of contention, how the organization was damaged, and actions sought. Appeals must be submitted in writing and should be addressed to the Probation Chief and received at 50 Douglas Dr., Martinez, CA 94553 no later than 5:00 p.m. on April 25, 2014. Notification of a final decision on the appeal shall be made in writing to the bidder.

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

XII. 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.

XIII. The selected contractor will be responsible for all services offered in their proposal, whether or not contractors perform them directly or through subcontractors in multiple organization collaboration.

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

XV. Contracts from this RFP will be for a twelve-month period (May 1, 2014 through April 30, 2015) with satisfactory first-year performance as a condition of any future contract renewal for up to two additional years.

XVI. All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy and comply with related monitoring and evaluation procedures.

FORM 1

FORM #1 **PROPOSAL COVER STATEMENT** **RFP NO. 1184**

Applicant Organization_____
Business Address_____
_____
Phone_____ Year Organization Founded_____
Contact Person & Title_____
501(c)3 ___ yes Exemption Expiration Date: _____

___ no Other (explain):_____
Federal Employer Number: _____
List Collaborative Partners, if applicable:
_____
_____

Title of Proposal_____

We submit the attached proposal and attachments in response to Contra Costa County's Request for Proposals #1184 dated March 3, 2014, and declare that:

If the Board of Supervisors of Contra Costa County accepts this proposal, we will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.

Authorized representatives: (two signatures required)

Name:_____ Date:_____

Signature:_____
Executive Director

Name:_____

Signature:_____ Date:_____
Board President

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

FORM 2

FORM #2 **RFP No.1184**

CURRENT BOARD OF DIRECTORS

1. Number of Board members required by organization's bylaws: _____

2. Number of members on current Board: _____

3. When and how often does the Board meet: _____

4. List current Board members below (or attach Board List in this format):

Name of Member	City of Residence	Occupation/Affiliation	Board Position

5. Describe key roles and responsibilities of the Board:

FORM 3

FORM #3 **RFP No.1184**

BIDDER'S STATEMENT OF QUALIFICATIONS

1. List any licenses or certifications held by the organization, with expiration dates.

2 (a) Who administers your agency's fiscal system?
Name:_____
Phone:_____

Title:_____
Work Schedule:_____

(b) What CPA firm prepares the organization's annual audit?
Name:_____Phone:_____

Address:_____

3. Number of years bidder operated under the present business name. ____
List related prior business names, if any, and timeframe for each.

4. Number of years bidder has provided the services described in this proposal or related services. ____

5. Has bidder failed or refused to complete any contract?

___ ___
Yes No

If yes, briefly explain.

6. Is there any past, present or pending litigation in connection with contracts for services involving the bidder or any principal officer of the organization?

____ ____
Yes No

If yes, briefly explain.

FORM #3, Continued

7. Does bidder have a controlling interest in any other firm(s)? ____ ____
Yes No

If yes, please list below.

8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect organization's ability to fulfill this RFP?
Yes_____ No_____
If yes, specify below.

9. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.

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.

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

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

FORM 4

FORM #4 **RFP No.1184**

CONTRACTS AND GRANTS

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

Contact Name/Phone # of Contractor/Grantor	Services Provided Under Contract	Contract Dates

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 Date
(Executive Director or Board President)

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

GENERAL CONDITIONS

General Conditions

1. **Compliance with Law**. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.

2. **Inspection**. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records**. Contractor shall 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 shall 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 shall 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 shall, upon written request and until the expiration of four 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 shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall 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 special condition 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 shall include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds $5,000.

5. **Termination and Cancellation**.

a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. **Cessation of Funding**. Notwithstanding Paragraph 5.a. above, 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 shall 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 developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.

8. **Modifications and Amendments**.

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

b. **Administrative Amendments**. Subject to the Payment Limit, 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 materially change the Payment Provisions or the Service Plan.

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 shall be governed and construed in accordance with the laws of the State of California.

b. Any action relating to this Contract shall 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 shall 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 therefore, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped 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**. This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. **Conflicts of Interest**. Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. **Confidentiality**. 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:

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 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 shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

18. **Indemnification**. Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

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. **Liability Insurance**. For all contracts where the total payment limit of the contract is $500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage 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 shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall 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) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above $500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of $1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

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

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

d. **Additional Insurance Provisions**. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices**. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

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 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**. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. **Copyrights and Rights in Data**. Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements**. Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall 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 approval of the Board of Supervisors. In its County contractor capacity, Contractor shall 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 is funded by $500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (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 larger, 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 perform the obligations herein.

ATTACHMENT A

REQUIRED ATTACHMENTS & RESPONDENT CHECKLIST

Each respondent must submit a proposal in the following order with documents as described (unless otherwise noted). Duplicate enclosed forms as necessary.

☐ **A. Proposal Cover Statement (Form #1)** attached as cover to each proposal. (Form #1 with original signatures, in blue ink, must accompany original proposal.)

☐ **B. Table of Contents**

☐ **C. Program Proposal**

☐ **D. List of Agency Board of Directors (Form #2)**

☐ **E. Bidder's Statement of Qualifications (Form #3**), completed and signed by Agency Executive Director and President of Agency Board of Directors. (Form #3 with original signatures, in blue ink, must accompany original proposal.)

☐ **F. Bidder's Contracts and Grants (Form #4)**, completed and signed by the Agency Executive Director and the President of the Board of Directors. (Form #4 with original signatures, in blue ink, must accompany original proposal.)

☐ **G. Fiscal Attachments**

a. 1 copy of bidder's last audit or audited financial statement <u>attached to original</u> proposal copy.

☐ **H. Agency Brochure** (as available)

☐ **I. Other Relevant Attachments**