



**Contra
Costa
County**

**REQUEST FOR PROPOSALS (RFP) 1139
DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

The Contra Costa County Employment and Human Services Department (EHSD) is pleased to announce availability of funds for Differential Response Path 2 Case Management services for the period from October 1, 2014 through June 30, 2015.

This RFP is a process by which the County solicits proposals of qualified bidders that may be selected to enter into a contract with the County.

Please read this entire packet carefully.

**Interested parties are required to attend a
MANDATORY
Bidder's Conference**

**12:00 p.m.
Tuesday, June 19, 2014**

**Employment and Human Services
40 Douglas Drive, 101-102
Martinez, California 94553**

Attendance at this mandatory Bidder's Conference is a requirement for submitting a proposal. The Bidder's Conference will afford the opportunity to ask questions about the RFP and to receive technical assistance.

Final proposals will be due at 40 Douglas Drive in Martinez by 5:00 p.m. on Tuesday, July 11, 2014

Call the Employment and Human Services Dept. at (925) 313-1648 with any questions about this RFP. Thank you in advance for your effort in preparing your response.



TABLE OF CONTENTS

<u>APPLICATION PACKET</u>	<u>Page No.</u>
Legal Classified Notice	3
RFP Timeline	4
Project Description	5
Application Instructions and Proposal Outline	9
Proposal Review and Selection	14
Evaluation Process	16
RFP Requirements	19
Attachment A – Required Attachments and Respondent Checklist	22
Attachment B – General Conditions	24
Form 1 – Proposal Cover Statement	32
Form 2 - Current Board of Directors	34
Form 3 – Bidder’s Statement of Qualifications	36
Form 4 – Contracts and Grants	39



LEGAL CLASSIFIED NOTICE

REQUEST FOR PROPOSAL #1139

DIFFERENTIAL RESPONSE PATH 2 CASE MANAGEMENT

The Contra Costa County Employment and Human Services Department (EHSD) announces the issuance of Request for Proposal (RFP) #1139 making available up to \$675,000.00 for community-based and/or faith-based organizations to provide case management services for the Children & Family Services Bureau's Differential Response Program. The purpose of the differential response program is to help at-risk families address difficulties affecting their ability to safely and adequately provide for their children and to avoid further need for interaction with Children & Family Services. A **Mandatory Bidder's Conference** is scheduled for June 19, 2014 at 12:00 p.m. at 40 Douglas Drive, Martinez, CA 94553. Proposals are due **July 11, 2014 by 5:00 PM**, without exception. A copy of the RFP is available on our website <http://www.co.contra-costa.ca.us/1549/Employment-Human-Services> or by calling (925) 313-1648.



RFP Timeline

1. RFP announced: Friday, June 6, 2014
 2. Mandatory Bidders' Conference
12:00 p.m., Tuesday, June 19, 2014
40 Douglas Dr, Room 101
Martinez, CA 94553
 3. Proposal submission deadline: 5:00 p.m., Friday, July 11, 2014
(Completed Proposals) Employment and Human Services Department
Contracts and Grants Unit
40 Douglas Drive, Martinez, CA 94553
- No proposal will be accepted after this date and time. Postmarked, facsimiled and e-mail submissions will not be accepted.***
4. Review and rating process from July 11, 2014 through July 30, 2014.
 5. Written notification of RFP award recommendation(s) sent to respondents by August 5, 2014.
 6. Appeal period, August 5, 2014 through August 18, 2014.
Deadline to submit appeal letters: 5:00 p.m. August 18, 2014.
 7. Board of Supervisors approval and authorization to award contracts is tentatively scheduled for a September, 2014, Board of Supervisors agenda.



REQUEST FOR PROPOSAL #1139

**DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

Project Description



DIFFERENTIAL RESPONSE PATH 2 CASE MANAGEMENT SERVICES

I. General

The Contra Costa County Employment and Human Services Department (EHSD) announces Request for Proposals (RFP) #1139 seeking community-based and/or faith-based organizations to provide case management services for the Children and Family Services (CFS) Bureau's Differential Response (DR) program. The primary goal of the differential response program is to help at-risk families address that impact the family's ability to safely care for their children and to avoid further need for interaction with Children & Family Services.

II. Funding

EHSD will award a maximum of eight, 9-month standard renewable contracts to selected agencies/organizations for service provision for the period of October 1, 2014 through June 30 2015. EHSD will expend up to \$675,000.00 in renewable contracts (based upon satisfactory performance and available funding) to engage organizations for case management services during the contract period. EHSD seeks:

- East County - minimum of 6 case managers: up to \$ 337,000.00
- Central County - minimum of 3 case managers: up to \$ 168,750.00
- West County - minimum of 3 case managers: up to \$ 168,750.00

III. Definitions

- A. Differential Response: Early intervention in the lives of families who have had a report of abuse or neglect. Differential Response programs provide community-based case management home visiting services to help at-risk families address the issues that brought them to the attention of Children & Family Services and avoid further need for interaction with Children & Family Services child welfare system.
- B. Path 2: Path 2 refers to a joint CFS/Community case management response to families in the Differential Response target areas that have issues causing stress that resulted in a CFS investigation, but that were not great enough to require continued CFS involvement.
- C. Target areas: There are target areas in East, Central and West County for families with children under five years of age. The areas are: East with zip codes 94509, 94513, 94531, 94561, & 94565; Central with zip codes 94518, 94519, 94520, 94521, 94523 & 94553; and West with zip codes 94801, 94803, 94804 & 94806. These areas have the highest number of child abuse and neglect investigated referrals and removals. Additionally, DR serves all African American children



under five countywide. Target areas are subject to change based on identified needs.

- D. Community-based organization: Any nonprofit organization with a 501c3 tax code designation
- E. Faith-based organization: Any religiously organized group where a 501c3 tax status is not required

IV. Purpose and Services

The purpose of this RFP is to solicit community partners who can provide case management home visiting services to families at risk of entering the child welfare system, to help the families stabilize and avoid formal placement in the foster care system.

Essential functions of this program will include provision of clinical supervision by a licensed, clinical supervisor, and hiring and supervising the case manager(s) who will manage between 12 and 15 families. The community based case managers will receive referrals of families meeting the Path 2 criteria from CFS and will manage a caseload of families, helping them secure needed services, improve family functioning, enhance child well-being, and avoid further need for interaction with CFS. Successful applicants will have a culturally competent staff that are extremely knowledgeable of community resources, have experience providing case management, and are part of a service providing agency or organization.

The case management staff hired for the program must have a minimum of a bachelor's degree from an accredited college or university with a major in social welfare, sociology, psychology or a closely related field; or must have a minimum of three additional years of related full-time experience, or its equivalent, which includes at least one year as a home visiting case manager in a public or private human services agency.

Successful applicants will be required to utilize a Differential Response program web-based database system for program documentation and evaluation and execute the necessary agreements for accessing the system.

V. Contract Monitoring and Evaluation.

- A. EHSD will actively monitor services provided through these contracts. At a minimum, contractors 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 EHSD.
3. Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD, which may require active collaboration and cooperation with other agencies providing similar services.
4. Utilize the Differential Response web-based database to input case management activities and other program related tasks.
5. Conduct program evaluation, including client satisfaction surveys.
6. Attend all mandatory meetings, trainings, etc..

B. Upon contract award, EHSD will:

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



REQUEST FOR PROPOSAL #1139

**DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

Application Instructions and Proposal Outline



APPLICATION INSTRUCTIONS AND PROPOSAL OUTLINE

I. Application Instructions

- A. Responses must be submitted in a complete proposal package containing all required supporting information and documents. All elements identified in Respondent's Checklist, Attachment A, page 22, must be included in the packet.
- B. Each bidder must submit **one (1) original proposal and six (6) complete copies, with attachments included.**
- C. All narrative materials should be single spaced on 8 ½" x 11" paper with one (1) inch margins. Use one side of page only. Proposals should not exceed 10 pages, **excluding** Proposal Cover Statement, table of contents, budget, and required attachments
- D. Forms 1-4 (attached to this RFP) are to be fully completed and attached in the order indicated on the Respondent's Checklist, Attachment A.
- E. Pages must be stapled together, numbered consecutively with each section identified with the appropriate Roman numeral.
- F. All information in the proposal package must be submitted in the form and sequence set forth in Attachment A (this listing shall comprise the Proposal Table of Contents.).

II. Proposal Outline

A. Proposal Cover Statement:

The Proposal Cover Statement (see Form # 1, p. 32) with original signatures, **in blue ink**, of the Board of Director's and Executive Director 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 as a guide.

C. Program Proposal: (10 pages)

Please send a written proposal that answers the following questions:



1. Agency Overview: Describe briefly
 - a. What are the agency's mission and objectives and how are they compatible with the primary purpose of Differential Response?
 - b. Primary program components and services and years of operation, including number of years providing services in the target area(s).
 - c. Primary populations served.
 - d. Is the agency located in the target area(s) to be served?

2. Agency Experience: Describe the following
 - a. Qualifications and experience in providing strengths-based, case management home visiting services to help families at risk of involvement with the child welfare system.
 - b. Qualifications and experience in providing services to children and families, particularly programs and activities that enhance child development and foster positive communication and parenting techniques.
 - c. Qualifications, experience and approach to working with families with multiple stressors, including high risk factors such as domestic violence, substance abuse and mental health issues.

3. Program Implementation & Oversight:
 - a. Describe your agency's action plan/steps and timeline for implementing the services under this RFP (as outlined on page 7, Section IV. Purpose and Services).
 - b. Describe key program staffing, including primary roles and responsibilities. Please include job descriptions for all staff providing support for your program.
 - c. Describe how and what you will develop as the program outcomes and evaluation process.

4. Cultural Sensitivity: How will the program ensure cultural sensitivity and relevance of services to families of diverse backgrounds, including services in the family's primary language?

5. Community Knowledge and Collaboration: Briefly describe
 - a. Knowledge of existing resources in the target area for families at-risk of entering the child welfare system.
 - b. Collaboration/coordination efforts with other community providers and type of relationship to them (e.g. informal relationship, MOU, etc.).
 - c. Participation in CFS Community Partnership district meetings, Team DMs, and other CFS community collaborative efforts.



D. Budget and Financial Information:

1. Budget Submit a detailed program budget and a budget narrative encompassing all of the anticipated costs of providing services under this RFP, including, but not limited to, administration, personnel and operations. A 5% matching and/or in-kind funds are required.
2. Fiscal Management Information Narrative
 - a. Provide a brief description of your agency's accounting system and internal controls. Include the following as appropriate:
 - 1) Overall system (accrual, double entry, automated, or manual);
 - 2) Timekeeping system;
 - 3) Inventory system;
 - 4) Payroll system;
 - 5) Cost allocation and methodology; and
 - 6) Ledger distribution for receivables, payables, expenses, disbursements, and petty cash.
 - b. Describe how the fiscal system is administered and by whom. Include the responsibilities of the Board of Directors, Executive Director, and staff in fiscal management. Describe the experience and qualification of fiscal staff.
 - c. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies.

Successful bidder(s) will be required to provide the following at the end of the contract term:

1. Financial audit or audited financial statement for the project conducted by an outside accountant , or
2. Review opinion letter written by a certified public accountant and copies of financial statements, or



3. Compilation letter written by a certified public accountant and copies of financial statements



REQUEST FOR PROPOSAL #1139
DIFFERENTIAL RESPONSE PATH 2 CASE MANAGEMENT
Proposal Review and Selection



PROPOSAL REVIEW AND SELECTION

All proposals submitted in compliance with the RFP requirements will be eligible for review and selection. Proposals will be evaluated in two distinct areas:

- A. Service proposal and bidder's implementation capability.
- B. Fiscal proposal and bidder's fiscal management capability.

Selection Methodology

- A. Only those proposals from respondents who attended the Mandatory Bidder's Conference will be forwarded for review.
- B. EHSD Contracts and Grants Unit staff will review each proposal's adherence to RFP specifications which may include:
 - Proposal Cover Statement
 - Proposal Narrative
 - Agency Information (including required attachments)
 - Budget forms
 - Other fiscal information (including required attachments)

All proposals deemed responsive and will be referred to EHSD Fiscal for review and evaluation. EHSD Fiscal will evaluate the financial documents and assign a score to the evaluation. Only those proposals receiving a score of 70% or more will be referred to the RFP Review Panel.

1. The Review Panel may be comprised of Employment and Human Services Department staff, community-based organizations staff, private for-profit corporation staff and/or public sector representatives. Members of the Review Panel will be required to sign an impartiality statement.
- C. EHSD Review Panel will review all qualified proposals and evaluate and score all service elements utilizing the evaluation criteria outlined on page 16.
 1. EHSD will make recommendations for contract awards to the Board of Supervisors based on a combined average scoring.



REQUEST FOR PROPOSAL #1139

**DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

Evaluation Process



EVALUATION PROCESS

Proposals will be evaluated to a maximum of 100 points using the following criteria.

Program Elements and Possible Score

- | | | |
|------|--|------|
| I. | <u>Agency Overview</u> | 0-10 |
| | <ol style="list-style-type: none">1. Compatibility of the agency's mission and objectives with Differential Response's primary purpose (4 pts).2. Agency's presence in the target areas as evidenced by the wide array of diverse community services offered to at risk families and the number of years the agency has been in service in the target area(s) (4 pts).3. The agency is physically located in the target area(s) to be served (2 pts). | |
| II. | <u>Agency Experience</u> | 0-25 |
| | <ol style="list-style-type: none">1. Agency's experience and successful track record in providing case management home visiting services to at risk families in the target area(s) (10 pts).2. Agency's experience and demonstrated ability to provide services to at risk children and families that enhance child development and foster positive communication and parenting techniques (5 pts).3. Agency's qualifications, experience and approach to working with families with multiple stressors, including high risk factors such as domestic violence, substance abuse and mental health issues (10 pts). | |
| III. | <u>Program Implementation & Oversight</u> | 0-30 |
| | <ol style="list-style-type: none">1. Action steps and timeline for implementation of services under this RFP (refer to page 7, section IV. Purpose & Services), including primary roles and responsibilities (10 pts).2. Program staffing (FTEs, responsibilities, experience) and management (10 pts).3. Program outcomes and evaluation (10 pts). | |
| IV. | <u>Cultural Sensitivity</u> of program and relevance of services to diverse client populations, including delivery of services in the client's primary language. | 0-5 |
| V. | <u>Community Knowledge and Collaboration</u> | 0-10 |
| | <ol style="list-style-type: none">1. Agency demonstrates a firm grasp of the target areas and a strong knowledge of available community resources as evidenced by its various formal and informal collaborations with other community agencies and/or frequent referrals and utilization of community resources (5 pts).2. Agency has a proven track record of participation in CFS Community Partnership district meetings, TDMs, and other CFS community collaborative efforts (5). | |



VI.	<u>Program budget/narrative</u>	0-10
	1. Line item program budget and narrative submitted with the proposal balances and reflects the services described in the proposal. Budget includes required 5% matching or in-kind funds (5 pts).	
	2. The costs are justified and reasonable and within RFP limit (5 pts).	
VII.	<u>Fiscal Management Information</u> (Not part of the Fiscal Evaluation)	0-10
	<u>Total Points</u>	<u>100</u>



REQUEST FOR PROPOSAL #1139

**DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

RFP Requirements



RFP REQUIREMENTS

- A. Applicant Requirements: community-based and/or faith-based organizations, as defined in page 7 of this RFP, are eligible to submit proposals. Agencies or organizations must be able to provide services identified in this RFP in accordance with appropriate regulations.
- B. A **mandatory Bidder's Conference** for interested parties will be held on **June 19, 2014**, at **12:00 p.m.** at EHSD, 40 Douglas Drive, Room 101, Martinez, CA 94553. Only those attending the Bidder's Conference may submit a proposal.
- C. All bidders must submit one (1) original proposal and six (6) complete copies, with attachments included. Proposals can be mailed or hand-carried to EHSD, 40 Douglas Drive, Martinez, CA 94553. Each submission must be marked on the outside with the agency's name and RFP Number 1139. Deadline for submission is **no later than 5:00 p.m. on July 11, 2014**. Proposals received after the deadline will not be accepted. Faxed submissions, email submissions, and postmarks are not acceptable.
- D. One copy of a current financial audit or audited financial statement must be included with the original copy of the proposal. The audit must have been completed within one year of proposal submission. EHSD Fiscal Department staff will review and evaluate the financial documents and assign an evaluation score. The proposal must receive a score of 70% or more to be eligible to move to the proposal review committee.
- E. A proposal may be withdrawn in person by the Bidder's authorized representative prior to **12:00 noon, July 11, 2014**. Should a proposal be withdrawn, the Bidder's authorized representative must present a valid driver's license or state issued identification card and sign a receipt attesting to receipt of the withdrawn proposal.
- F. Proposals and required attachments will be submitted in compliance with the RFP requirements and must be signed by the authorized officials.
- G. All costs incurred in the preparation of the proposal are the responsibility of the bidder and will not be reimbursed by the County.
- H. 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 bidder.
- I. The RFP process may be cancelled at any time without written notice.
- J. Proposals will be reviewed and evaluated based on the agency's service proposal, bidder's implementation capability and the agency's fiscal proposal and fiscal management capability.
- K. EHSD Fiscal staff and Review Panel will evaluate and score all service and fiscal elements and make recommendations to the Contra Costa County Board of Supervisors. Bidders will be notified in writing of the recommendations by **August 5, 2014**. Upon Board approval and contract negotiations, the successful bidder(s) will be awarded a contract.



- L. Only bidders submitting a proposal in accordance with RFP 1139 may appeal the RFP process. Appeals must be submitted in writing. The appeal request must clearly state the area(s) of contention, how the organization was damaged, and actions sought. Appeals must be addressed to the Employment and Human Services Department, Attention: EHSD Director, 40 Douglas Drive, Martinez, CA 94553, and must be received no later than **5:00 P.M., August 18, 2014**. Notification of a final decision on the appeal shall be made in writing to the bidder.



REQUEST FOR PROPOSAL #1139
DIFFERENTIAL RESPONSE PATH 2 CASE MANAGEMENT
Attachment A
Required Attachments and Respondent Checklist



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)** completed and signed by Agency Executive Director and President of Agency Board of Directors. (Form #1 with original signatures, in blue ink, must accompany original proposal.)
- B. Table of Contents**
- C. Program Proposal, budget, and fiscal information narrative.**
- 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 manual of fiscal procedures and policies, if available, attached to original proposal copy only.
 - b. 1 copy of bidder's last audit or audited financial statement, attached to original proposal copy only.
- H. Agency Brochure** (as available)
- I. Other Relevant Attachments**



REQUEST FOR PROPOSAL #1139
DIFFERENTIAL RESPONSE PATH 2 CASE MANAGEMENT
Attachment B
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.



REQUEST FOR PROPOSAL #1139

**DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

FORM 1

Proposal Cover Statement



FORM 1
PROPOSAL COVER STATEMENT
DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT

Applicant Organization _____ Business Address _____

Phone _____ email: _____ Year Organization Founded _____

Contact Person & Title _____

501(c)3 yes Exemption Expiration Date _____
 no Other (explain): _____

Federal Employer Number: _____

List Collaborative Partners, if applicable: _____

We submit the attached proposal and attachments in response to Contra Costa County's Request for Proposals #1139 dated June 6, 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.



REQUEST FOR PROPOSAL #1139

**DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

FORM 2

Current Board of Directors



Form 2
CURRENT BOARD OF DIRECTORS

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

<u>Name of Member</u>	<u>City of Residence</u>	<u>Occupation/Affiliation</u>	<u>Board Position</u>
-----------------------	--------------------------	-------------------------------	-----------------------

5. Describe key roles and responsibilities of the Board:



REQUEST FOR PROPOSAL #1139

**DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

FORM 3

Bidder's Statement of Qualifications



FORM #3

BIDDER'S STATEMENT OF QUALIFICATIONS

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

2 (a) Who administers your agency's fiscal system?

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

(b) What CPA firm maintains or reviews the agency's financial records and annual audit, if applicable?

Name: _____

Phone: _____ Address: _____

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

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

5. Has bidder failed or refused to complete any contract? Yes No

If yes, briefly explain:

6. Is there any past, present, or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes No
If yes, briefly explain.



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 agency's ability to fulfill this RFP?

Yes No

If yes, specify below.

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
(Executive Director)

Date

Name and Title
(Board President)

Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.



REQUEST FOR PROPOSAL #1139

**DIFFERENTIAL RESPONSE
PATH 2 CASE MANAGEMENT**

FORM 4

Contracts and Grants



FORM #4

CONTRACTS AND GRANTS

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

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

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

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

Name and Title
(Executive Director) _____ Date

Name and Title
(Board President) _____ Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.