



Contra Costa County

REQUEST FOR QUALIFICATIONS (RFQ) #1403-078

East and Central County Networked System of Services for AB 109 Program: Network Service Providers

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$412,000 for Network Service Providers to provide reentry services in the areas of "Housing," "Leadership/Entrepreneurialism," "Employment/Education Liaison," and "Specialized Employment Training and Placement," as described in the "Plan for an East & Central County Networked System of Services for Returning Citizens," for the period May 15, 2014 through June 30, 2015.

This RFQ is a process by which the County solicits qualifications of qualified responders who may be selected to enter into a contract with the County.

Please read this entire packet carefully.

***Final responses will be due at 651 Pine Street, 10th floor, Martinez, CA 94553
by 5:00 p.m. on Friday, April 18, 2014.***

Written questions about the RFQ can be submitted to lara.delaney@cao.cccounty.us
by 5:00 p.m. on Thursday, April 10, 2014.

**An Optional Responders Conference will be conducted on Friday, April 4, 2014
from 2:00 p.m. – 3:00 p.m. at the County Probation Department,
50 Douglas Drive, Martinez.**

If you would like to participate in the conference,
you are requested to return the Responders Conference RSVP on page 40
by 5:00 p.m. on Thursday, April 3, 2014.

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



Table of Contents

LEGAL CLASSIFIED NOTICE	3
RFQ TIMELINE	4
PROJECT DESCRIPTION	5
RFQ REQUIREMENTS AND INSTRUCTIONS FOR RESPONDERS	17
RESPONSE PREPARATION INSTRUCTIONS	21
RESPONSE REVIEW AND SELECTION.....	25
EVALUATION PROCESS/RATING SHEET	27
RATING SHEET	28
REQUIRED ATTACHMENTS AND RESPONDER CHECKLIST	29
FORM #1: RESPONSE COVER STATEMENT	31
FORM #2: RESPONDER'S STATEMENT OF QUALIFICATIONS	34
FORM #3: CONTRACTS AND GRANTS	36
FORM #4: BOARD OF DIRECTORS.....	38
RESPONDERS CONFERENCE RSVP FORM	40
GENERAL CONDITIONS	41



Legal Classified Notice

**CONTRA COSTA COUNTY REQUEST FOR QUALIFICATIONS #1403-078
SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

The Contra Costa County Administrator's Office announces, on behalf of the Board of Supervisors, the issuance of Request for Qualifications (RFQ) #1403-078 making available up to \$412,000 for qualified agencies to provide reentry services in the areas of housing, leadership/entrepreneurialism, employment/education liaison, and specialized employment training and placement for the East & Central Networked System of Services for the period May 15, 2014 to June 30, 2015.

Responses are due by **5:00 p.m. on April 18, 2014**, without exception. Additional information and RFQ copy is available at website: <http://www.cccounty.us/2366/Services-Programs> or by calling (925) 335-1097.



RFQ Timeline

1.	RFQ announced	Tuesday, April 1, 2014
2.	Written Questions Due from Responders	5:00 p.m., April 10, 2014
3.	Addendum Issued	April 14, 2014
4.	Response Submission Deadline	5:00 p.m., April 18, 2014 County Administrator's Office 651 Pine Street, 10 th Floor Martinez, CA 94553
<i>No response will be accepted after this date and time. Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
5.	Review, rating, and interview process	April 23 and April 25 (Interviews), 2014
6.	Notification of award recommendations	April 28, 2014
7.	Appeal period	April 28 – May 1, 2014
8.	Deadline to submit appeal letters	5:00 p.m., May 1, 2014
9.	Community Corrections Partnership Review	May 2, 2014
10.	Public Protection Committee Review	<i>To Be Determined</i>
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the May 13, 2014 Board of Supervisors' agenda		



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

Project Description



I. Introduction

The Contra Costa County Administrator's Office (CAO), on behalf of the Board of Supervisors, is issuing this Request for Qualifications (RFQ) #1403-078 to receive qualifications from agencies to provide reentry services in the areas of housing, leadership/entrepreneurialism, employment/education liaison, and specialized employment training and placement to implement the "Plan for an East & Central County Networked System of Services for Returning Citizens," adopted by the Board of Supervisors on March 25, 2014.

Based on the response to this solicitation for qualifications, Contra Costa County (County) plans to contract with service providers for an initial period of May 15, 2014 to June 30, 2015. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded entities during the initial contract period.

Private, not-for-profit organizations, for-profit organizations, public agencies, individuals, and not-for-profit institutions of education with experience in providing reentry services in the described areas are invited to submit Responses. If you are or your organization is interested in and capable of providing the requested services by contract with the County, please carefully review the Request for Qualifications (RFQ) and submit your response as directed in the "Response Preparation Instructions." This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

II. Synonymous Terms

As used throughout this RFQ and its attachments, the following terms are synonymous:

- a. Supplier, Vendor, Contractor, Successful Responder
- b. Purchase Order, Contract, Agreement
- c. Services, Work, Scope, and Project
- d. Proposer, Responder
- e. "The County" refers to the County of Contra Costa, California.

III. Background

In 2011, the California Legislature passed the Public Safety Realignment Act (AB 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. This Act tasked local government at the county level with developing a new approach to reducing recidivism among certain low-level felony criminal offenders. AB 109 took effect October 1, 2011 and realigned three major areas of the criminal justice system.



On a prospective basis, the legislation:

- Transferred the location of incarceration for lower-level offenders (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail pursuant to Penal Code 1170 (h) and provided for an expanded role for post-release Mandatory Supervision for these offenders;
- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transferred the housing responsibility for parole and PRCS revocations to local jail custody.

AB 109 also tasked the local Community Corrections Partnership (CCP) with recommending to the County Board of Supervisors a plan for implementing public safety Realignment. The County Board of Supervisors adopted the *Contra Costa County Realignment Plan* on October 4, 2011 (Agenda Item D.5), as recommended by the Executive Committee of the CCP.

The Executive Committee of the CCP is composed of the County Probation Officer (Chair), Sheriff-Coroner, a Chief of Police (represented on a rotating appointment by a Chief of Police of a city within the County), District Attorney, Public Defender, Presiding Judge of the Superior Court or designee (represented by the Court Executive Officer), and the County Behavioral Health Director.

A Community Advisory Board (CAB) was formally recognized by the CCP Executive Committee in December 2012 to provide input on community needs; assess implementation of the realignment plan; review data on realignment outcomes; advise the CCP on community engagement strategies; offer recommendations for ongoing realignment planning; advise County agencies regarding programs for implementation in the County; and encourage outcomes that are consistent with the County's *Reentry Strategic Plan*.

On August 24, 2012 the Executive Committee of the CCP unanimously agreed that the goals established by the *Contra Costa County Reentry Strategic Plan*¹ would guide the planning for Public Safety Realignment. These goals are:

- Use a holistic, systemic, and inclusive approach that involves federal, state and local government stakeholders, community organizations, advocates, the formerly incarcerated, and family and community members;
- Adopt strategies that draw on evidenced-based approaches and practices;
- Target high- to moderate-risk probationers and parolees through the use of evidence-based tools;

¹ Available at <http://www.cccounty.us/DocumentCenter/View/25650>



- Emphasize geographic areas from which a disproportionate number of formerly incarcerated people are drawn and to which they return;
- Incorporate assessment and case management tools targeting continuous reentry planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release;
- Embrace a commitment to the continuous and appropriate delivery of drug treatment, medical care, job training and placement, educational services, cognitive behavioral therapy and/or other service essential to reentry;
- Provide for independent evaluations of reentry programs using, when feasible, random assignment and controlled studies to determine effectiveness of programs and services provided; and
- Reduce crime, increase public protection, and protect people from further victimization.

For fiscal year (FY) 2012-13, the CCP-Executive Committee recommended and the Board of Supervisors approved a Public Safety Realignment budget of \$20,689,520, comprised of \$16,665,069 in ongoing and \$4,024,451 in one-time funding for various AB 109 implementation efforts and programming.

For FY 2013-14, Contra Costa County anticipates the receipt of \$22,854,832 of AB 109 Public Safety Realignment revenue. On May 16, 2013, the Public Protection Committee accepted the CCP-Executive Committee's budget recommendations and added \$200,000 to the Sheriff's Office allocation for support of "Jail to Community" programs. On May 21, 2013, the Board of Supervisors approved the FY 2013-14 AB 109 Public Safety Realignment budget (Agenda Item D.3) in the amount of \$23,072,666; \$21,435,766 in ongoing and \$1,636,900 in one-time funding. Of this amount, \$900,000 was reserved for the establishment of a Pre-Trial services program.

In addition to the FY 2013-14 budget allocations for County departments, at its May 21, 2013 meeting the Board of Supervisors also approved the award of contracts to community based organizations to provide the following reentry related services for the period June 1, 2013 through June 30, 2014:

Employment Support and Placement Services	\$2,000,000
Planning of (3) One-Stop Centers	\$120,000
Short and Long-Term Housing Access	\$500,000
Peer and Mentoring Services	\$200,000
Implementation of (3) One-Stop Centers	\$1,200,000

The funds available through this RFQ for Network Provider Services are allocated from within the \$1.2 million for implementation of the three One-Stop Centers/Networks.



Reentry Service Delivery Model in Contra Costa County

The service delivery model developed by the CCP involves multiple organizations working in collaboration to provide services to address the specific criminogenic risks and needs of the AB 109 population. Service providers are directed to incorporate the evidence-based practice of service delivery prior to community release, whenever possible.

A dedicated unit of AB 109 Probation Officers serves as lead case managers to coordinate and track services provided by County and community-based partner organizations. The AB 109 Probation Officers interview clients using the Correctional Assessment and Intervention System (CAIS)², a comprehensive assessment tool that combines validated risk and needs assessments with suggested supervision strategies for case planning. Areas of criminogenic risk and need are identified and prioritized in developing an individualized case plan that addresses specific goals and needed services.

Throughout the past year, AB 109 Probation Officers have worked closely with the County Behavioral Health Division's "Forensic Team" to coordinate service referrals. The Forensic Team was formed to address the needs of criminal justice involved individuals with co-occurring mental health and substance abuse disorders. In addition to mental health counseling and medication management, clients can access residential and outpatient substance abuse treatment, short term housing through homeless shelters, as well as assistance with enrollment in state and federal benefits including health care and income supports.

This innovative partnership between County agencies is supported by AB 109-funded community-based employment, housing, mentoring services as well as access to the Reentry Resource Centers/Networks in each region of Contra Costa County. In addition, the Employment and Human Services Department has received AB 109 funding for two designated employment specialists to work at the County One-Stop employment centers to coordinate with County and community providers.

Two additional reentry programs funded by the federal Department of Justice provide similar "jail to community" services for moderate to high risk probationers on general supervision. These Second Chance Act and Smart Probation programs include pre-release contact and rapport development along with connection to post-release community-based services and cognitive behavioral interventions.

For Penal Code 1170(h) individuals sentenced to Mandatory Supervision, a designated AB 109 Probation Officer will initiate case management pre-release, including completing CAIS risk and needs assessments and developing a transition plan. Where appropriate, AB 109 individuals will access comprehensive Forensic Team services. AB 109 individuals who are not dually diagnosed with co-occurring disorders can still access the AB 109 designated shelter beds and substance abuse programs with Probation Officer referral to the County Behavioral Health Division. Both AB 109 Probation Officers and Forensic Team staff make direct referrals and

² National Council on Crime and Delinquency. (2009). *CAIS System Manual*. (Madison, WI: NCCD)



coordinate services with agencies funded to provide employment, mentoring and housing services.

In addition to the coordinated care system described above, the County allocated AB 109 funding to the Public Defender and District Attorney (DA) for staff to provide Arraignment Court Early Representation (ACER), which provides for representation at arraignment for indigent clients; a full-time Clean Slate paralegal to aid County residents seeking expungement; an additional Assistant District Attorney and Assistant Public Defender for Domestic Violence filings; three additional Victim Witness Advocates; and a Reentry Attorney in the DA's office to research and implement alternative sentencing strategies.

In addition, funding for data collection and evaluation efforts are intended to aid in measuring the efficacy of the County and community services and programs over time.

IV. Overview of AB 109 and Overall Reentry Population in Contra Costa County

The AB 109 population includes individuals released from state prison on or after October 1, 2011 who are placed on PRCS provided by the Probation Department, as well as people convicted of non-violent, non-serious, non-sex offenses pursuant to Penal Code 1170(h) who are incarcerated in County jail and/or assigned to Mandatory Supervision by Probation.

Demographic Highlights

The County is partnering with organizations that have expertise in delivering reentry services to a diverse population assessed as moderate or high risk to re-offend. Successful responders will demonstrate understanding of the demographics and criminogenic risks and needs of justice-involved individuals and articulate a track record of experience providing commensurate evidence-based services and interventions.

Since October 1, 2011, the AB 109 unit of the Contra Costa County Probation Department has supervised 1,041 clients, 652 under Post-Release Community Supervision and 398 on Mandatory Supervision under Penal Code 1170(h)(5)(b). A majority (90%) of AB 109 clients are male. Even so, services that are gender-responsive to the needs of female clients are encouraged. While clients range in age from 18 to over 65, the average age is 39 and the majority of clients are 18 to 45 years old.

Ninety-two (92) percent of currently supervised AB 109 clients are assessed as moderate to high risk for recidivism using the CAIS tool. CAIS determines risk through a semi-structured interview that identifies gender-specific risks, strengths, and needs in a number of domains including mental illness, substance abuse, antisocial behavior history, antisocial-procriminal attitudes and associations, personality patterns, and familial factors.

As of March 31, 2014, the AB 109 unit is actively supervising 574 clients residing in Contra Costa County. Approximately 413 (72%) reside in East & Central County (Antioch, Bay Point, Brentwood, Discovery Bay, Oakley, Pittsburg, Clayton, Concord, Lafayette, Pacheco, Martinez, Pleasant Hill, Walnut Creek), and approximately 161 (28%) reside in West County (Crockett, El Sobrante, Hercules, Pinole, Richmond, Rodeo, San Pablo).



Table 1: County AB 109 Population Demographics (October 1, 2011 to March 31, 2014)*

	PRCS		1170(h)		Grand Total
	East/Central County	County Total	East/Central County	County Total	
Total Clients	433	652	291	389	1041
Gender					
Male	93%	94%	85%	83%	90%
Female	7%	6%	15%	17%	10%
Age					
18-25	9%	9%	5%	5%	7%
26-35	35%	33%	43%	38%	35%
36-45	30%	30%	31%	32%	31%
46-55	22%	24%	15%	18%	22%
56-65	4%	4%	6%	7%	5%
66+	< 1%	1%	< 1%	< 1%	< 1%
Race/Ethnicity					
Black	36%	46%	25%	33%	41%
Hispanic	22%	21%	19%	18%	20%
White	40%	31%	53%	46%	37%
Filipino	1%	1%	NA	< 1%	1%
Asian	< 1%	< 1%	1%	1%	< 1%
Vietnamese	< 1%	< 1%	NA	NA	< 1%
Laotian	< 1%	< 1%	NA	NA	< 1%
Other/unknown	1%	< 1%	1%	1%	1%
Native Am	NA	< 1%	NA	NA	< 1%
Samoan	NA	< 1%	NA	NA	< 1%
Pacific Islander	NA	NA	1%	1%	< 1%

*Percentages may not total 100% due to rounding

V. **Funding**

Up to \$412,000 (four hundred twelve thousand dollars) is allocated in the AB 109 Public Safety Realignment Budget in Fiscal Year 2014-15 to fund the provision of housing (\$115,000), leadership/entrepreneurialism (\$132,000), employment/education liaison (\$100,000), and specialized employment training and placement services (\$65,000) for the East & Central County Networked System of Services, and the contract period is from May 15, 2014 through June 30, 2015. The Contra Costa County Administrator's Office will administer these funds.

The contract(s) resulting from this RFQ may potentially be renewable at the sole discretion the Board of Supervisors.



VI. Purpose, Services, and Outcomes of RFQ

A. Purpose:

The Contra Costa Board of Supervisors has directed the County Administrator's Office to issue this Request for Qualifications to identify outstanding candidates to provide reentry services to returning citizens as described in the Plan developed for an East & Central County Networked System of Services.

B. Services and Desired Outcomes:

Consistent with the Plan for an East & Central County Networked System of Services (the Plan) that is available at <http://www.co.contra-costa.ca.us/2366/Services-Programs> and that is incorporated into this RFQ by reference, the reentry services the County is seeking to procure through this RFQ process are as follows:

- Housing
- Leadership/Entrepreneurialism
- Employment/Education Liaison
- Specialized Employment Training and Placement

The Contractor's clients will include but not be limited to individuals on AB 109 status. It is expected that the Contractor will also serve clients who are not or are no longer on probation; who are about to be released or have just been released from prison or jail; who are on parole; and/or who were previously incarcerated but who have been free from incarceration for an extended time.

For all contractors seeking to provide services located in the City of Antioch: Any service provider located in or seeking to locate services in the City of Antioch must demonstrate compliance with Ordinance No. 2066-C-S amending Section 9-5.203 and adding Section 9-5.3836 to the Antioch Municipal Code, including providing proof of a valid use permit issued by the City of Antioch.

1. Housing Services (\$115,000):

The County is seeking to contract with an organization to provide transitional housing services to returning citizens with a comprehensive wrap-around approach for engaging and working with men and women returning to community. Transitional housing, also called "phased permanent," or "interim" housing, provides short-term residence and treatment services.

Qualified contractors must have a minimum of 10 years of experience serving Bay Area men, women, and their children who have found themselves without food, clothing or shelter due to periods of incarceration, addiction or other challenging events in their lives, and demonstrate a high level of success transitioning this population back into community. The contractor must further be able to accommodate 15 or more returning



men and/or women for a minimum of one year.

Services available to returning men and women while housed should include meals, counseling, mentoring, skills training, and the opportunity to earn college credits. Contractors may not require that participants participate in faith-based programs and activities.

Any contractor seeking to provide transitional residential housing and/or beds for returning citizens must provide evidence that the facility is suitably zoned and available for occupancy. Documentation should include a certificate of occupancy and any permits or other documentation required by the local municipality. Contractors must demonstrate compliance with any and all local, state and federal laws and regulations including applicable fair housing and tenant laws.

Outcome measurements: Outcome measurements must include, but are not limited to, the following:

1. Percentage of participants who successfully find and retain housing
2. Percentage of unsuccessful program exits by reason for unsuccessful exit
3. Percentage of participants who retain housing after specified periods of time
4. The recidivism rate for program participants (*Recidivism definition to be determined*)

2. Leadership/Entrepreneurialism (\$132,000)

The County is seeking a contractor with the capacity to work hand-in-hand with other contractors within the Networked System of Services for the East and Central regions of the County to build career ladders that will reduce recidivism and help returned citizens move towards self-actualizing their preferred career futures. To that end, the County seeks a contractor that has developed a comprehensive reentry curriculum for the development of leaders from the population of returning citizens.

The curriculum must help returning citizens explore and identify leadership opportunities including opportunities to become entrepreneurial community leaders with the ability to mentor and hire other returned citizens. In this way, the contractor would assist with advancing the lives and opportunities of returned citizens, and also create pipelines to employment and life changing opportunities for other returned citizens. The curriculum should help returning citizens to create a personal vision, develop a career plan and then to access the opportunities to realize their goals.

The contractor will need to work in partnership with a contractor that offers an accredited entrepreneurial training program. The contractor will identify, and take potential candidates through a screening process, assist with the application process, and application for financial assistance with the accredited program. Once a candidate is accepted into the accredited entrepreneurial program, the contractor



must provide mentoring and support through the returning citizen's completion of the program.

The County is also seeking a contractor that offers an accredited training program in entrepreneurial leadership. The successful contractor must demonstrate a track record of working with difficult to employ populations, some which have had criminal backgrounds or lacked education. The contractor must demonstrate a successful track record of helping to launch and support businesses from among this population in Contra Costa County.

The contractor must be willing to work closely with the leadership contractor to train and mentor potential entrepreneurs who self-identify during pre-release as persons wishing to explore entrepreneurialism by providing a full range of training, education, consulting, advising, mentoring, pathways to resources and capital, and networking opportunities that support the new and emerging entrepreneur.

Outcome measurements: Outcome measurements must include, but are not limited to, the following:

1. Percentage of participants who successfully complete the leadership curriculum and percentage of participants who successfully complete the accredited leadership/entrepreneurialism program.
2. Percentage of unsuccessful program exits by reason for unsuccessful exit.
3. Percentage of participants who implement their chosen career path after specified periods of time.
4. The recidivism rate for program participants (*Recidivism definition to be determined*)

3. Employment/Education Liaison (\$100,000)

The County is seeking a contractor to provide Employment/Education Liaison services to men and women returning citizens and to act as lead information specialist for all County jail facilities.

Minimum requirements:

1. Attend comprehensive training on the operation of the Network and all of its opportunities, partnerships, and providers.
2. Be trained in Community College and Workforce Development Board requirements and opportunities for returning citizens.
3. Attend training of trainers with the Network Employment/Education Prep Team.
4. Attend Field Operations Coordinator meetings when necessary.



5. Attend all Network Manger's team meetings.
6. Lead comprehensive workshops within all County facilities no less than once a month on all opportunities available through the Networked System of Services and about the necessity of having the right documents gathered pre-release.
7. Identify men and women who do not have the documents needed for employment, education or housing, and work with Mentor/Navigators and returning citizens to get the documents in place.
8. Copy documents once collected, transfer them to PDF form, and deliver them to the Field Operations Coordinator in the region where the man or woman will return.
9. Distribute "Interest" forms to all participants at every forum. Collect at the end of each forum and deliver to the Field Operations Coordinator who will coordinate engagement with the appropriate Network team contact.
10. Attend all capacity building training deemed necessary by the Network Manager.

Contractors must also have a proven track record of engaging AB 109 returning men and women at pre-release and maintaining those relationships at post-release. Contractors must have a documented history of similar or equivalent service delivery to high risk criminal justice populations in the service area for which funding is sought, including successful completion of contract deliverables and participation in outcome evaluation. Contractors must demonstrate a history of prior successful collaboration with Probation, corrections, local law enforcement or other justice system stakeholders. Contractors knowledge of and participation in "jail to community" service delivery models is preferred, including demonstrated history of working effectively within a correctional setting and maintaining staff with jail clearances.

Outcome measurements: Outcome measurements must include, but are not limited to, the following:

1. Percentage of participants who successfully complete an interest form and participate with the Network Service providers.
2. Percentage of unsuccessful program exits by reason for unsuccessful exit.
3. Percentage of participants who access Network Services after specified periods of time.
4. The recidivism rate for program participants (*Recidivism definition to be determined*)

4. Specialized Employment Training and Placement (\$65,000)

Job training is a critical component of the Networked System of Services for East and Central County. The goal is to give returning citizens an opportunity to learn a trade



that will result in an opportunity to secure a livable wage job in the field of their choice.

The successful contractor must demonstrate the ability to provide post-release training and employment assistance for returned citizens identified by the pre-release team as interested in working in, or starting a business in, a specific trade.

The contractor will be expected to train, certify, and assist with the employment and placement of men and women who successfully complete their training. They must have the ability to either employ men and women within their own company, or with other companies. They will work with the Network's Leadership and Entrepreneurial Team to assist those men and women who successfully complete training and desire to have their own business.

Outcome measurements: Outcome measurements must include, but are not limited to, the following:

1. Percentage of participants who successfully complete a training and certification program.
2. Percentage of unsuccessful program exits by reason for unsuccessful exit.
3. Percentage of participants who are successfully placed in the trade for which they have completed a training program, after specified periods of time.
4. The recidivism rate for program participants (*Recidivism definition to be determined*)

VII. Contract Monitoring and Evaluation

The County Administrator's Office will actively monitor services provided through these contracts.

At a minimum, contractors will be expected to:

- a. Perform all services without material deviation from an agreed-upon Service Plan.
- b. Complete progress report forms supplied by County.
- c. Maintain adequate records of service provision to document compliance with Service Plan and complete forms supplied.
- d. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.

The CAO will:

- a. Monitor subcontracts written by and entered into by the contractor;
- b. Provide information to contractors concerning additional State or County data requirements not provided herein.



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST-CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

RFQ Requirements and Instructions



RFQ Requirements and Instructions for Responders

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

1. All responders shall submit one (1) original response package and eight (8) complete copies of the response, under sealed cover, by mail or hand-delivery to the CAO at 651 Pine Street, 10th Floor, Martinez, CA 94553 to be received **no later than 5:00 p.m. on Friday, April 18, 2014**. Each submission must be marked on the outside with the Responder's name and RFQ #1403-078. Any response received after the deadline will be rejected. Postmarks, faxed and e-mailed submissions are not acceptable.
2. A copy of a recent audit (within 12 months) or audited financial statement must be attached to the original copy of the proposal.
3. The CAO will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFQ. Responders that are non-compliant with technical requirements will not move forward to the Review Panel.
4. Responses and required attachments shall be submitted as specified and must be signed by officials authorized to bind the responder to the provisions of the RFQ. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
5. A response may be withdrawn in person by a responder's authorized representative prior to **12:00 p.m. (noon) on April 21, 2014**. If withdrawing a response, the responder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the response.
6. An optional conference for prospective responders will be held on April 4, 2014 at 2:00 p.m. at County Probation, 50 Douglas Drive, Martinez, to answer questions about the RFQ process.
7. Prospective responders interested in participating in the Responders Conference are requested to return the Responders Conference RSVP on page 40 by 5:00 p.m. on Thursday, April 3, 2014. This RSVP is requested but it is not mandatory.
8. Any questions regarding this RFQ should be emailed to Lara.DeLaney@cao.cccounty.us on or before 5:00 p.m. on April 10, 2014. Please include RFQ #1403-078 in the subject line.
9. The CAO may amend this RFQ, if needed, to make changes or corrections to specifications or provide additional data. Amendments will be posted at <http://www.co.contra-costa.ca.us/2366/Services-Programs> and, if after the optional bidders conference, emailed to all those attending. The CAO may extend the RFQ submission date, if necessary, to allow responders adequate time to consider additional



information and submit required data.

10. The RFQ process may be canceled in writing by the CAO prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the best interest of the County.
11. With respect to this RFQ, the County reserves the right to reject any, some, or all responses. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All responses become property of the County, without obligation to any responder.
12. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFQ. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response. Evaluation criteria and weight factors are described below.
13. A Review Panel will evaluate all responses received. The panel will be composed of CAO staff, a representative of Emerald HPC International, a Reentry Specialist/Coordinator, a representative of Behavioral Health, a staff person of a community-based organization providing reentry services, a representative of the faith community in East or Central County, a representative of a public safety agency. (Panel composition subject to change based on participant availability.) On the basis of panel ratings recommendations, the Community Corrections Partnership and/or Public Protection Committee will make recommendations to the Contra Costa County Board of Supervisors. Responders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a response.
14. Only responders submitting a response in accordance with RFQ #1403-078 may appeal the RFQ process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Senior Deputy County Administrator; County Administrator's Office and received at 651 Pine Street, 10th Floor, Martinez, CA 94553, no later than **5:00 p.m. on May 1, 2014**. Notification of a final decision on the appeal shall be made in writing to the responder. When submitting, an appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:
 - Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
 - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - A violation of State or Federal law.
 - Notification of a final decision on the appeal by the CAO shall be made in writing to the responder within five (5) days, and the decision of the CAO shall be final and not



subject to further review.

15. Successful responders will be expected to promptly enter contract negotiation with the CAO. This may result in mutually agreed upon changes in plans or activities identified in the response. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFQ.
16. 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.
17. Selected contractor(s) will be responsible for all services offered in their response, whether or not contractor(s) perform them directly or through subcontractors in multiple agency collaboration.
18. The CAO will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.
19. Contracts from this RFQ will be for the May 15, 2014 through June 30, 2015 period, with satisfactory performance as a condition of any future contract renewal.
20. All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy and comply with related monitoring and evaluation procedures.



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

RESPONSE PREPARATION INSTRUCTIONS



Response Preparation Instructions

RESPONSE INSTRUCTIONS

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents. Each response to this RFQ will be a public record that will be subject to disclosure under the California Public Records Act (Government Code, § 6250, et seq.) and the County's Better Government Ordinance (County Ordinance Code, Title 2, Division 25).
2. Each responder must submit one (1) original package and eight (8) complete copies with attachments included, unless otherwise noted on Responder's Checklist.
3. Response materials are to be double-spaced on 8 1/2" x 11" paper (recycled preferred) with no less than 1" margins on all sides using an easy to read 12-point font. Total proposal should not exceed 20 pages excluding cover sheet, table of contents, budget, budget narrative and required attachments.
4. Pages must be stapled together and numbered consecutively with each section identified by an appropriate Roman numeral.
5. Forms 1-4 (attached to this RFQ) are to be fully completed and attached in the order indicated on the Responder's Checklist.
6. All information in the response package must be presented in the following sequence. *(This listing shall comprise the Response Table of Contents.)*

RESPONSE OUTLINE

I. Cover Statement (Form #1)

- A. The Cover Statement with original signatures, **in blue ink**, of the responder's Authorized Representative attached to the original of the response must precede the narrative. Copies of the form must also serve as a cover page to the remaining eight (8) response copies submitted.

II. Responder Narrative (not to exceed 20 pages)

A. Responder Overview

1. Your organization's history, years in operation, and number of years providing services described herein.
2. Your organization's primary areas of expertise and current core services.
3. Your organization's qualifications (including resources and capabilities) as they relate to the scope of services described herein.



4. Proposed staffing for this project, including their roles on this project, their qualifications and their credentials. (*CVs or job descriptions may be included as an attachment and will not count against the page limit.*)

B. Response Narrative

1. Approach to the Scope of Work

- A. Describe your approach to accomplishing the services described herein.
- B. Detail past experience serving the reentry population. Address efforts to attain cultural competency to more effectively provide services to the reentry population.
- C. Describe the key challenges likely to emerge and identify potential solutions to address such challenges.
- D. Discuss experience working in collaboration with other partners. The AB 109 service delivery model involves intensive collaboration with relevant stakeholders including Probation and other County agency and community based service providers. Include who needs to be involved, what types of involvement is required, and what mechanisms you would employ to foster collaboration.

2. Technical Expertise

a. Service-related expertise:

- Discuss your expertise as it relates to developing and implementing programs to address risks and needs of justice-involved people, criminal justice systems and other systems of care, AB 109 Public Safety Realignment, and incarceration and reentry in Contra Costa County.
- Describe your experience in implementing start-up projects.
- Describe your experience in identifying the need for, and providing, professional development to ensure continuous programmatic improvements and consistent operational practices.

b. Subject-specific expertise:

- Discuss your expertise as it relates to cultural competency, evidence-based practices, trauma-informed care, and client-centered service approaches.
- Describe your experience and expertise in meeting the needs of diverse sub-populations, including transitional age youth, women, parents, LGBTQ, Veterans, dually-diagnosed, and 290 status individuals.



- Describe your experience in developing, operating, or participating in Jail to Community initiatives.

c. Data and information management expertise:

- Describe your experience and expertise with selecting, developing, and utilizing web-based data systems, including Record Management Systems (RMS), Case Management Systems, data warehouses, Constituent Relationship Management (CRM) systems, and other data-base approaches and options. Include information related to intake procedures, data security issues and regulations, and information-sharing.
- Discuss your expertise with various state and federal laws mandating varying levels of confidentiality. Include discussion of issues related to anonymized data, inter-agency MOUs regarding information access, sharing, use, and privacy.

3. Experience with Similar Programs/Projects

- Describe any similar past projects including the scope of the project, relevance, stakeholders, and a brief summary of the approach and services provided. If relevant, indicate any collaborative partners engaged to complete the project. In addition, indicate any challenges encountered and how they were addressed.

III. Proposed Budget (not to exceed 2 pages)

- A. Estimate the budget for the program. Identify both one-time and ongoing costs. If you anticipate supporting your operations through additional funds (in-kind or hard-dollar), identify the sources and uses of those funds within the budget.
- B. If you anticipate using subcontractors or partners, explain the proposed scope and costs anticipated for their services; include MOUs to substantiate your plan.
- C. In your budget narrative, provide supporting detail to ensure clear understanding of funding uses, including administrative staff, start-up costs, contractors, and in-kind service providers.

IV. Memoranda of Understanding (not to exceed ten MOUs)

- A. Provide MOUs or letters of support reflecting the interest, role, and potential commitments of key service partners, with particular attention to potential Partners.



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

RESPONSE REVIEW AND SELECTION



Response Review and Selection

All responses submitted in compliance with the RFQ requirements will be eligible for review and selection.

Response Selection Methodology:

- A. CAO staff will review each response's adherence to RFQ specifications, including:
 1. Response Cover Statement
 2. Response Narrative
 3. Agency Information (*including required attachments*)
- B. All responses deemed responsive will be referred to the RFQ Review Panel.
 1. The panel will be composed of CAO staff, a representative of Emerald HPC International, a Reentry Specialist/Coordinator, a representative of Behavioral Health, a staff person of a community-based organization providing reentry services, a representative of the faith community in East or Central County, a representative of a public safety agency. (*Panel composition subject to change based on participant availability.*)
 2. The Review Panel will review all qualified responses and evaluate and score all service elements utilizing the evaluation criteria outlined on page 28.
- C. The Community Corrections Partnership and/or Public Protection Committee will make recommendations for contract awards to the Board of Supervisors after considering the recommendations of the Review Panel.



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

Evaluation Process/Rating Sheet



Rating Sheet

Program elements will be rated as follows with a maximum score of 100:

Program Elements and Possible Score

- I. Response Cover Statement (required but not weighted)
- II. Responder Overview (0-10 points total)
 - A. Relevancy of responder's overall services/history (3 pts.)
 - B. Responder's qualifications as they relate to scope of work (3 pts.)
 - C. Overall agency and specified staff with relevant experience and expertise (4 pts.)
- III. Approach to the Scope of Work (0-30 points total)
 - A. Approach to delivering services (25 pts.)
 - B. Approach to ongoing service quality (5 pts.)
- IV. Technical Expertise (0-30 points total)
 - A. Service-related expertise (15 pts.)
 - B. Subject-specific expertise (10 pts.)
 - C. Data and information management expertise (5 pts.)
- V. Experience with Similar Projects/Programs (0-20 points total)
 - A. Relevance of responder's current or past experience and demonstrated ability of applicant to implement Plan
- VI. Cost Estimate (0-10 points total)
 - A. Project costs are reasonable. Cost explanations are clear and demonstrate roles of proposed staffing.

Total: 100 pts.



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

REQUIRED ATTACHMENTS AND RESPONDER CHECKLIST



Required Attachments and Responder Checklist

Each respondent must submit a response 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
- B. Table of Contents**
- C. Program Narrative**
- D. Program Budget Information**
- E. Job Descriptions and Resumes** of Executive Director and key program staff
- F. Bidder's Statement of Qualifications (Form #2)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. (Form #2 with original signatures must accompany original proposal.)
- G. Bidder's Contracts and Grants (Form #3)**, completed and signed by the Agency Executive Director and the President of the Board of Directors. (Form #3 with original signatures must accompany original proposal.)

- H. List of Agency Board of Directors (Form #4)**

- I. Fiscal Attachments**
 - a. **1** copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy. Or Articles of Incorporation.
 - b. **1** copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy.
 - c. **1** copy of bidder's last audited financial statement attached to original proposal copy.
 - d. **1** copy of current Agency Operating Budget with revenues and expenses indicated.

- J. Agency Brochure** (as available)
- K. Other Relevant Attachments**



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

FORM #1

RESPONSE COVER STATEMENT



Form #1: Response Cover Statement

SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF SERVICES FOR RETURNING CITIZENS

Responder: _____

Business Address: _____

Phone/Email: _____ / _____ Year Founded: _____

Contact Name & Title: _____

501(c)3? Yes___ No___ Exemption Expiration Date: _____

Other (explain): _____

Federal Employer Number: _____

List Collaborative Partners, if applicable: _____

We submit the attached response and attachments in response to Contra Costa County's Request for Qualifications #1403-078 and declare that:

If the Board of Supervisors of Contra Costa County accepts this response, 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 responder/contractor unless stipulated within the response and accepted by the County.

Authorized representatives: (two signatures required)

Name & Title: _____

Signature: _____ Date: _____
Executive Director (or equivalent)

Name & Title: _____

Signature: _____ Date: _____
Board President (or equivalent)

This form must accompany the response package when submitted and should be attached to each copy. Only one copy with original signatures is required.



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

FORM #2

RESPONDER'S STATEMENT OF QUALIFICATIONS



Form #2: Responder's Statement of Qualifications

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

2. Financials and Fiscal Management

A. Who administers your fiscal system?

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

B. What CPA firm maintains or reviews your financial records and annual audit, if applicable?

Name: _____

Phone: _____ Email: _____

Address: _____

3. Business Identity

A. Number of years responder operated under the present business name. _____

B. List related prior business names, if any, and timeframe for each.

4. Number of years providing services described in this response or related services _____

5. Has responder 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 responder or any principal officer of the agency? Yes No

If yes, briefly explain: _____



FORM #2, CONTINUED

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

If yes, please list: _____

8. Does responder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFQ? Yes No

If yes, please explain: _____

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

Name & Title: _____

Signature: _____ Date: _____
Executive Director (or equivalent)

Name & Title: _____

Signature: _____ Date: _____
Board President (or equivalent)



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

FORM #3

CONTRACTS AND GRANTS



Form #3: Contracts and Grants

- 1. List current contracts and subcontracts including government contracts and/or grants:
 - A. Contact Name & Phone for Contractor/Grantor
 - B. Services Provided
 - C. Contract Dates

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

Responder agrees to allow County to contact contractors for information relative to responder's performance. (Sign below.)

Name & Title: _____
Signature: _____ Date: _____
Executive Director (or equivalent)

Name & Title: _____
Signature: _____ Date: _____
Board President (or equivalent)



REQUEST FOR PROPOSALS # 1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF SERVICES
FOR RETURNING CITIZENS**

FORM 4

Current Board of Directors



FORM 4

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>
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5. Describe key roles and responsibilities of the Board:



Responders Conference RSVP Form

To: Lara DeLaney, Senior Deputy County Administrator

County Administrator's Office

Attention: RFQ #1403-078

Lara.delaney@cao.cccounty.us

Re: Attendance at Responders Conference for RFQ #1403-078

I/We plan to participate in the Responders Conference:

Name(s): _____

Organization: _____

Email: _____

Phone: _____

Please return the completed form to the above email address by 5:00 p.m., Thursday, April 3, 2014.



REQUEST FOR QUALIFICATIONS #1403-078

**SERVICE PROVIDERS FOR EAST & CENTRAL NETWORKED SYSTEM OF
SERVICES FOR RETURNING CITIZENS**

General Conditions of County Contract



General Conditions

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

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

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



4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

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

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

 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

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

8. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written



document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.



14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.



18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein



no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.



25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of 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 from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year 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 must 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 greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.