



Contra Costa County

REQUEST FOR QUALIFICATIONS (RFQ) #1602-169 *Civil Legal Services for AB 109 Program*

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$150,000 (annually) for "Civil Legal Services" to be provided to formerly incarcerated individuals in Contra Costa County for the period July 1, 2016 through June 30, 2019. The contract term will be one year, with two (2) one-year renewal options, upon satisfactory contract performance.

This RFQ is a process by which the County solicits responses of qualified bidders that 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 1, 2016.**

Written questions about the RFQ can be submitted to lara.delaney@cao.cccounty.us by
5:00 p.m. on March 14, 2016.

Questions received after the Bidders Conference will be answered and made available at
<http://www.co.contra-costa.ca.us/index.aspx?NID=2366>.

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



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RFQ TIMELINE

1.	RFQ announced	Tues., March 1, 2016
2.	Written Questions Due from Responders	5:00 p.m., Mon., Mar. 14, 2016
3.	Addendum Issued	Wed., Mar. 16, 2016
4.	Response Submission Deadline	5:00 p.m., Fri., April 1, 2016 County Administrator's Office 651 Pine Street, 10th 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 4-15, 2016
6.	Notification of award recommendations	Fri., April 15, 2016
7.	Appeal period	April 18-22, 2016
8.	Deadline to submit appeal letters	5:00 p.m., April 22, 2016
9.	Public Protection Committee Review	Mon., April 25, 2016
10.	Community Corrections Partnership Review	Fri., May 6, 2016
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the May 10, 2016 Board of Supervisors' agenda		



REQUEST FOR QUALIFICATIONS # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

Project Description



I. Introduction

The Contra Costa County Administrator's Office, on behalf of the Board of Supervisors, is issuing this Request for Qualifications (RFQ) #1602-169 to receive responses from service providers for a specific set of reentry services related to the implementation of AB 109 Public Safety Realignment in Contra Costa County. Based on the response to this solicitation, Contra Costa County (County) plans to contract with service providers for the period of July 1, 2016 to June 30, 2019. 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 contract period. (Contract term is one-year, with two (2) one-year renewal options.)

Private, not-for-profit organizations, for-profit organizations, and public agencies who offer programs that serve the needs of the AB 109 population and the formerly incarcerated, with demonstrated effectiveness in providing evidence-based and research-informed services that address criminogenic needs and are designed to reduce recidivism, and with a commitment to working within collaborative efforts, are invited to submit responses.

If your organization is 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 bid and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor, Successful Bidder, Operator
 - b. Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Proposer, Responder, Respondent, Bidder
2. "The County" refers to the County of Contra Costa, California.

III. Background

In 2011, the California Legislature passed the Public Safety Realignment Act (Assembly Bill 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 this population. 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 individuals convicted of lower-level



specified non-violent, non-serious, non-sex offences from state prison to local county jail pursuant to Penal Code 1170 (h) and provides for an expanded role for their post-release Mandatory Supervision;

- Transferred responsibility from the State to the County for post-release supervision of those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense 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 Board of Supervisors adopted the Contra Costa County Realignment Plan on October 4, 2011 (Agenda Item No. D.5), as recommended by the Executive Committee of the CCP. On November 9, 2012, the CCP Executive Committee adopted an AB 109 Operational Plan.

The Executive Committee of the CCP is presently composed of the County Probation Officer (Chair), Sheriff-Coroner, a Chief of Police (represented by the Antioch Police Chief), District Attorney, Public Defender, Presiding Judge of the Superior Court or designee (represented by the Court Executive Officer), and the County Employment and Human Services Director.

The recommended FY 2016/17 AB 109 Public Safety Realignment Budget includes \$4,680,000 for Community Programs as follows:

• Employment Support and Placement Services	\$2,000,000
• Implementation of Reentry Success Center and Network	\$1,285,000
• Short and Long-term Housing Access	\$1,030,000
• Mentoring and Family Reunification Services	\$200,000
• Civil Legal Services	\$150,000
• Development of a “Reentry Resource Guide”	\$15,000



IV. Service Delivery Model

The service delivery model developed by the CCP involves multiple organizations working in collaboration to provide services to address the specific criminogenic needs of the AB 109 population and others formerly incarcerated. The CCP is supported in this model development by the advice of the Community Advisory Board and its subcommittees.

The coordination of all of the County's re-entry efforts is led by a contracted Reentry Coordinator, situated in the Probation Office, and administratively supported by the County Administrator's Office. A dedicated unit of AB 109 Probation Officers serve as lead case managers to coordinate client services provided by County and community-based partner organizations. AB 109 Probation Officers also work closely with the County's 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 out-patient 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. 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.

This partnership between County agencies is further supported by community-based organizations contracted to provide employment support and placement, housing, mentoring, civil legal and family reunification services. Navigation and referral assistance to all of these services comes through access to the Reentry Success Center (located in Richmond) and the Central-East Network Reentry System of Services.

The Central-East Reentry Network is managed by a contracted Network Manager and supported by three contracted Field Operations Coordinators (one located in the Concord Police Department, one in the Antioch Police Department, and another in the Pittsburg Police Department). The Reentry Network (<http://www.contracosta.ca.gov/5220/Reentry-Network>) provides a "No Wrong Door" service mechanism to help formerly incarcerated individuals successfully reintegrate into the communities where they resided before incarceration, leading to a reduced recidivism rate, increased public safety, and healthy family reunification. Network services include transitional housing, specialized employment training in auto mechanics, employment and education liaison services, and leadership training.

The Reentry Success Center is intended to serve as a centralized, site-based gathering place for learning, capacity-development, and access to information and services related to reentry. Gathering resources into one accessible and welcoming hub of integrated services in a restorative environment, the Center is intended to serve a variety of members, including people who are currently incarcerated in prison or jail and who are within six months of returning to Contra Costa; formerly incarcerated people who live in Contra Costa; and Contra Costa County residents who are family members of currently incarcerated or formerly incarcerated people.



Led by its Director, the Center is co-governed by Rubicon Programs in formal partnership with the Center's multi-sector Steering Committee. This 13 member governance body is charged with stewarding the Center's mission, values, and vision, and guiding the alignment of the Center's operations with the community's identified needs and desires.

Generally, thirty to sixty days prior to a person's release from county jail to Mandatory Supervision, or to Post-Release Community Supervision (PRCS) from nearby prisons, a Deputy Probation Officer is able to make an initial contact with a client and introduce them to the programs and services made available to them. During this initial contact and interview the Deputy Probation Officer administers the Correctional Assessment and Intervention System (CAIS), a comprehensive assessment tool that combines validated risk and needs assessments with suggested supervision strategies for case planning. Through this process, areas of criminogenic need are identified and prioritized while an individualized case plan for the client is developed that addresses specific goals and needed services. The person is then referred to service providers to help meet the needs of the client and to obtain the goals that have been identified and agreed upon.

In addition to the coordinated care system described above, the County has also allocated AB 109 funding to the Public Defender and District Attorney (DA) for an Arraignment Court Early Representation (ACER) program, to ensure representation at arraignment for indigent clients; staff support for a Clean Slate program to aid County residents seeking expungement and related record remedy services; funding for the development of a "Failure to Appear" program; an additional Assistant District Attorney for Domestic Violence filings; additional Victim Witness Advocates; and a Reentry Attorney in the DA's office. Funding has also been recommended for FY 2016-17 for a Ceasefire Coordinator. In addition, a Pre-trial Services program has been implemented, as a partnership between the DA, Sheriff's Office, Public Defender and Probation Office.

The Workforce Development Board receives AB 109 funding to coordinate with County and community providers, leverage their existing services, and develop new employment opportunities for this population in designated high growth sectors. The Contra Costa County Police Chiefs Association also receives AB 109 funding to support 4.0 FTE officers in the cities of Antioch, Concord, Pittsburg and Richmond for coordinated support of AB 109 related law enforcement activities. Finally, funding has been provided since 2013 for data collection and evaluation efforts to measure the efficacy of the County and community services and programs over time.

V. Target Population

The target population to be served includes individuals released from state prison on or after October 1, 2011 who are placed on PRCS provided by the Probation Department and those convicted of a non-violent, non-serious, non-sex offense pursuant to Penal Code 1170(h) who are incarcerated in County jail and/or assigned to Mandatory Supervision by Probation. If additional program capacity exists within the available funding, program services may be expanded to other formerly incarcerated populations in a tiered approach that prioritizes and ensures services to AB 109 clients.



Demographic Highlights:

The County seeks to partner with eligible entities that have expertise in delivering reentry services to a diverse population assessed as moderate to high risk to re-offend. Respondents must demonstrate understanding of the demographics and criminogenic needs of justice-involved individuals and clearly articulate a track record of experience providing commensurate evidence-based services and interventions. Where any new or innovative practice is proposed, it must at least be research-informed, if not already regarded as promising.

Since October 1, 2011, the AB 109 unit of the Contra Costa County Probation Department has supervised 1917 clients, 1212 under Post-Release Community Supervision and 705 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 in the 26 to 45 age range.

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 responsive risks, strengths and needs based on criminogenic needs including mental illness and substance abuse, antisocial behavior history, antisocial-procriminal attitudes and associations, personality patterns and familial factors.

As of February 1, 2016, the AB 109 unit actively supervised 1414 clients residing in Contra Costa County. Approximately 165 (41%) reside in East County (Antioch, Bay Point, Brentwood, Discovery Bay, Oakley, Pittsburg), approximately 115 (28%) reside in West County (Crockett, El Sobrante, Hercules, Pinole, Richmond, Rodeo, San Pablo), approximately 80 (20%) reside in Central County (Clayton, Concord, Lafayette, Pacheco, Martinez, Pleasant Hill, Walnut Creek), and 11% of AB 109 clients reside in other counties (Alameda, Sacramento, Solano, Yolo).

In East County, 83% of AB 109 clients reside in Antioch, Pittsburg and Bay Point. In West County, 73% reside in the cities of Richmond and San Pablo. In Central County, 60% reside in Concord and Martinez. Respondents should demonstrate capacity to provide services in the cities where the majority of AB 109 clients reside.

AB 109 Population Demographics

Up to 2/1/2016	PRCS	1170(h)	Both
Total Clients	1212	705	1917
Gender			
Male	1133	584	90%
Female	79	121	10%
Other	1	0	
Age			
Average Age	39.5	39.4	39.4
18-25	9%	7%	8%
26-35	32%	37%	34%



36-45	32%	31%	31%
46-55	21%	19%	20%
56-65	6%	6%	6%
66+	0.8%	0.4%	0.7%
Race/Ethnicity			
White	34%	44%	38%
Black	44%	34%	40%
Hispanic	19%	19%	19%
Asian	0.8%	1.1%	1%
Pacific Islander	NA	0.3%	0.1%
Filipino	0.8%	0.6%	0.7%
Samoan	0.2%	0.1%	0.2%
Native American	0.1%	NA	0.1%
Other	0.2%	NA	0.1%
Unknown	0.7%	1.1%	0.9%

VI. Funding

Up to \$150,000 (one hundred fifty thousand dollars) is recommended in the AB 109 Public Safety Realignment Budget to fund the provision of Civil Legal Services on an annual basis, and the contract period is from July 1, 2016 through June 30, 2019. (Contract term is one-year, with two (2) one-year renewal options.) The Contra Costa County Administrator's Office (CAO) will administer these funds. The contract(s) resulting from this RFQ may potentially be renewable at the sole discretion the Board of Supervisors.

Agencies may submit responses individually, or may collaborate and work together to provide services in one or more geographic areas of the county. Respondents may submit a response to deliver services in one region of the County or in more than one region, depending on their experience and expertise. If applying collaboratively, only one agency may serve as the lead and will be expected to coordinate all fiscal and administrative duties as needed to meet the contractual obligations. This RFQ may result in a single award or multiple awards.

VII. Purpose, Services, and Outcomes

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 legal services to AB 109 clients residing in Contra Costa County in order to break the cycle of criminal recidivism, increase public safety, and help local government better address the growing population of individuals formerly incarcerated who return to their communities.



Each firm, person, or not-for-profit entity that is awarded a contract under this RFQ shall agree to provide to AB 109 clients residing in Contra Costa County the scope of legal advice and only the limited legal representation outlined in this RFQ. The contractor may not use funds under this RFQ: (1) to provide any advice not specified herein; or (2) to provide any services to anyone other than the AB 109 population. All services must be provided at no charge to the client. Also, any contractor should not use this program as a method to advertise, recruit, solicit, or in any way seek paying clients. Each firm or person awarded a contract under this RFQ also shall agree not to represent any reentrant in any administrative, quasi-judicial or judicial proceeding against Contra Costa County, except as specified herein.

Legal issues faced by the formerly incarcerated cut across many different practice areas. For example, civil legal issues, such as child support, fall within the practice of family law, while other issues, such as those relating to occupational licensing, fall within the domain of employment law. Moreover, outstanding warrants for failure to appear in court for traffic violations or unpaid fines have a quasi-criminal element to them due to the possible existence of a warrant, the potential for arrest and a sentence of incarceration, and the same burden of proof (reasonable doubt) that is employed in criminal cases. For this reason, legal services providers may find themselves in a domain that is neither purely civil nor purely criminal. Because the legal issues faced by the formerly incarcerated require a level of expertise in many different types of law, legal commentators have argued that an entity providing reentry legal services should eschew the legal practice paradigm of specialization in specific areas and instead develop a broad range of expertise, much as a lawyer who considers himself a general practitioner.

Civil legal assistance can often play a critical role in addressing barriers to successful reintegration into the community. Assistance in securing an occupational or driver's license, expunging criminal records, resolving inappropriate denials of housing or employment, resolving violations of the Fair Credit Reporting Act and its California law counterparts, and advising regarding creating and/or modifying child support orders are among the legal services that can help stabilize the lives of individuals and families.

Who is eligible for services? The AB 109 population being served by CCC Probation is eligible for services. These individuals can qualify regardless of how much time has passed since their release. The contractor can also provide services to other formerly incarcerated persons but shall ensure the use of AB 109 funds are prioritized to those designated AB 109.

B. Services and Desired Outcomes:

The successful contractor will provide limited legal services beginning with a post-release legal check-up to identify legal barriers that can be reduced or eliminated with limited legal interventions. These barriers include barriers to employment due to criminal history; issues related to credit repair; fines and fees related to traffic and quality of life citations; child support issues; and housing and public benefits issues.

Legal services may include assisting, advising, and limited representation of individual



clients in the following areas:

- How to seek early termination of probation;
- Criminal record remedies (“expungement”);
- Removing or minimizing barriers to obtaining professional licensing and other certifications, including representation in administrative hearings;
- Assisting the client with obtaining driver’s licenses, child support modifications, employment or housing applications and denials, and other matters directly impacting employment and housing opportunities;
- Providing full representation and assistance to obtain public benefits, but not representation in any litigation against the County;
- Providing full representation and assistance to obtain or retain housing, but not representation in any litigation against the County;
- Family law matters, including custody, visitation, minor guardianship, orders of protection, and divorce when special circumstances are present;
- Providing full representation and assistance to re-claim forfeited property, but not representation in any litigation against the County;
- Providing advice and/or representation on criminal record employment discrimination cases, other than any case against the County;
- Challenges to State Department of Justice determinations that require persons to register as sex offenders;
- Determining a client’s outstanding debts (e.g. child support) or warrants and qualifications for a modification that can reduce overall debt;
- Educating clients about their other rights and responsibilities.

Legal services funded by this RFQ may not include client representation in any administrative, quasi-judicial, or judicial proceedings, other than those specifically identified above.

VIII. Preferred Organizational Characteristics

1. *Service History*: A documented history of similar or equivalent service delivery to high risk criminal justice populations, including successful completion of contract deliverables and participation in outcome evaluation.
2. *Justice System Collaboration*: A history of prior successful collaboration with Probation, corrections, local law enforcement or other justice system stakeholders.

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.

3. Evidence-Based Practices (EBP): Demonstrated knowledge of and commitment to implement evidence-based practices related to successful engagement and recidivism reduction with high-risk formerly incarcerated individuals.
4. Risk-Needs-Responsivity (RNR): Demonstrated understanding of criminogenic needs and the recidivism reduction strategies that rely on effectively responding to these needs. An effective response often requires proper intervention dosage and duration levels
5. Staff Training: Bidder's staff must be qualified and adequately trained to provide services and able to maintain confidential offender record information (CORI). Staff must commit to full participation in trainings provided through the County, including trauma-informed practices among other topics. County has the discretion to approve or disapprove the qualifications/training level of bidder's staff working with Probation clients.
6. Cultural Competency: Demonstrated understanding and capacity to deliver gender responsive services, in appropriate languages, at appropriate educational and literacy levels, that are within the context of an individual's cultural identity. To do this requires a demonstrated awareness, respect, and dynamic appreciation of the beliefs, practices, traditions, religions, personal history, and in the case of this RFQ, criminal histories of individuals whom reside in the diverse local communities of Contra Costa.
7. Interagency Collaboration: Demonstrated interest and intent to collaborate with local county and non-profit service providers to obtain multi-disciplinary service delivery. A documented history of successful collaboration including shared case management and blended funding preferred. Staff must attend regular coordination meetings and collaborate with AB 109 partner agencies.
8. Data Collection and Reporting: Demonstrated capacity and commitment to collecting and reporting all required data including service delivery statistics (number served, units of service, dosage by client), and program-related impact and outcome measures.

Commitment to program changes and improvements based upon outcome data, including willingness to reconfigure services to enhance effective coordination through the AB109 service provider network.
9. Matching Resources: Current or potential sources of matching resources to supplement direct funding including leveraged funding or services, and volunteer hours. Since the available funding is not adequate to meet the anticipated level of need, qualified organizations that demonstrate the capacity to access additional resources may be prioritized.
10. Licensing/Certification Requirements: Successful bidders must have and maintain all appropriate licenses, permits, and certifications as required by the laws of the United



States, State of California, Contra Costa County, and all other appropriate governmental agencies.

11. Trauma-Informed Principles and Practices: Demonstrated knowledge of and commitment to implement trauma-informed principles and practices in service delivery to ensure a focus on personal safety to help clients develop effective coping skills, build health relationships that foster growth, and develop strong, positive interpersonal support networks.

IX. Contract Monitoring and Evaluation

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

At a minimum, contractors will be expected to:

- a. Be able to enter into contract and begin service delivery within 2 months of award;
- b. Perform all services without material deviation from an agreed-upon Service Plan;
- c. Complete quarterly progress reports on templates supplied by County as well as monthly data reports;
- d. Maintain adequate records of service provision to document compliance with Service Plan and complete forms supplied; and
- e. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.



REQUEST FOR QUALIFICATIONS # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

RFQ Requirements and Instructions for Bidders



RFQ REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS

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

1. All bidders shall submit one 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 1, 2016**. Each submission must be marked on the outside with the Agency's name and RFQ No. 1602-169. Any response received after the deadline will be rejected. Postmarks and faxed submissions are not acceptable.
2. The CAO will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFQ and will conduct a review of the Preferred Organizational Characteristics. Proposers that are non-compliant will not move forward to the Review Panel.
3. Responses and required attachments shall be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFQ. All costs incurred in the preparation of a response will be the responsibility of the bidder and will not be reimbursed by the County.
4. A response may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on April 4, 2016**. If withdrawing a response, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the response.
5. Any questions regarding this RFQ should be emailed to Lara.DeLaney@cao.cccounty.us on or before 5:00 p.m. on March 14, 2016. Please include RFQ #1602-169 in the subject line.
6. 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/index.aspx?NID=2366> or, if after the bidders conference, emailed to all those attending. The CAO may extend the RFQ submission date, if necessary, to allow bidders adequate time to consider additional information and submit required data.
7. 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.
8. 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.

9. 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 are described below.
10. A Review Panel will evaluate all compliant responses. The panel will be composed of the Chief Probation Officer (or designee), CAO staff, a Reentry Coordinator, a member of the Community Advisory Board, a formerly incarcerated person, and a professional in the area of legal services. On the basis of panel ratings recommendations, the Public Protection Committee will make recommendations to the Contra Costa County Board of Supervisors. Bidders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a response.
11. Only bidders submitting a response in accordance with RFQ No. 1602-169 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 PM on Friday, April 22, 2016**. Notification of a final decision on the appeal shall be made in writing to the bidder. 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 bidder within five (5) days, and the decision of the CAO shall be final and not subject to further review.



12. Successful bidders will be expected to promptly enter contract negotiation with the CAO and begin service delivery within two months of contract award. 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.
13. 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.
14. 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.
15. 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.
16. 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 # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

Response Preparation Instructions



RESPONSE PREPARATION INSTRUCTIONS

RESPONSE INSTRUCTIONS

1. Responses must be in the form of a response package containing a complete response and all required supporting information and documents.
2. Each bidder must submit one (1) original response package and eight (8) complete copies with attachments included, unless otherwise noted on Respondent's Checklist.
3. All narrative materials are to be single-spaced on 8 1/2" x 11" paper (*recycled preferred*) with no less than 1" margins on each side of paper. Use an easy to read 12-point font. **Total response should not exceed 12 pages excluding cover sheet, table of contents, and required attachments.**
4. Pages must be stapled together and numbered consecutively with each section identified by an appropriate Roman numeral.
5. Forms 1-3 (attached to this RFQ) are to be fully completed and attached in the order indicated on the Respondent's Checklist.
6. All information in the response package must be presented in the following sequence.

RESPONSE OUTLINE

I. Cover Statement (Form #1)

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 six (6) response copies submitted.

II. Responder Overview (up to 2 pages)

- A. Responder's history, years in operation, and number of years providing services described herein.
- B. Responder's primary areas of expertise and current core services.
- C. Responder's qualifications (including resources and capabilities) as they relate to the scope of services described herein.



III. Approach to the Scope of Services (up to 4 pages)

- A. Describe your approach to accomplishing the legal services described herein.
- B. Describe proposed staffing for this project, including their roles on this project, their qualifications and their credentials (*Resumes or CVs may be included as an attachment that will not count against the page limit*). Please also include a printout from the State Bar website for each attorney that will work on this project, to demonstrate the attorney is an active member of, and in good standing with, the State Bar of California.
- C. Detail past experience serving the reentry population including experience serving low-income individuals. Address efforts to attain cultural competency to more effectively provide legal services to the reentry population.
- D. Describe the key challenges likely to emerge and identify potential solutions to address such challenges.
- E. 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.*

IV. Technical Expertise (up to 4 pages)

- A. Discuss and provide evidence of your subject-matter expertise and knowledge as it relates to:
 - 1. Fields of Criminal law that are specifically relevant to the reentry population including petitions for expungement, early termination of probation and other criminal record remedies.
 - 2. Fields of Civil law that are specifically relevant to this population including consumer law.
 - 3. Housing and landlord/tenant law.
 - 4. Public benefits law.
 - 5. Employment law.
 - 6. Family law, including child support, child custody, guardianship and divorce law.



V. Experience with Similar Programs (up to 1 page)

- A. Describe any similar past work 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.

VI. Estimated Cost (1 page)

- A. Outline your cost structure and how funds will be allocated to provide the services under this RFQ. Include the compensation rates and hours/FTEs of proposed personnel. Indicate the amount and source of matching resources.
- B. If you anticipate using subcontractors or partners, explain the proposed scope and costs anticipated for their services.



REQUEST FOR QUALIFICATIONS # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

Response Review and Selection



RESPONSE REVIEW AND SELECTION

All responses submitted in compliance with the RFQ requirements will be eligible for review and selection. Responses will be evaluated in two distinct areas:

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

Response Selection Methodology:

- A. Only those responses from respondents who attended the Mandatory Bidders Conference will be forwarded for review.
- B. CAO staff will review each response's adherence to RFQ specifications, including:
 - Response Cover Statement
 - Response Narrative
 - Agency Information (*including required attachments*)
 - Other fiscal information (*including required attachments*)
1. All responses deemed responsive will be referred to the RFQ Review Panel.
2. The Review Panel will be composed of the Chief Probation Officer (*or designee*), CAO staff, a Reentry Coordinator, a member of the Community Advisory Board, a formerly incarcerated person, and a professional in the area of legal services. Members of the Review Panel will be required to sign an impartiality statement.
- C. The Review Panel will review all qualified responses and evaluate and score all service elements utilizing the evaluation criteria outlined on page 26.
- D. The 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 # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

Rating Sheet



RATING SHEET

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

Program Elements and Possible Score

- I. Response Cover Statement - *required but not weighted*
- II. Responder Overview
1. Relevancy of responder's overall services/history (3 pts.)
 2. Responder's qualifications as they relate to scope of work (3 pts.)
 3. Overall agency and specified staff with relevant experience and expertise (4 pts.)
- 0-10
- III. Approach to the Scope
1. Service design/methodology (10 pts.)
 2. Cultural Competency/past experience with reentry population (10 pts.)
 3. Program action-steps and timeline for implementation (5 pts.)
 4. Collaboration with stakeholders and other organizations/Coordination (5 pts.)
- 0-30
- IV. Technical Expertise
Depth and relevance of subject-matter expertise (30 pts.)
- 0-30
- V. Responder's Experience with Similar Projects
Responder's current or past experience and demonstrated ability of applicant to deliver specified services.
- 0-20
- VI. Program Budget/Narrative
Cost structure clear, reasonable, cost-effective. (7 pts.)
Matching resources (funds, volunteer hours) (3 pts.)
- 0-10

Total 100 pts.



REQUEST FOR QUALIFICATIONS # 1602-169

CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

FORM 1

Response Cover Statement



FORM #1

RESPONSE COVER STATEMENT

CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

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 response and attachments in response to Contra Costa County’s Request for Qualifications # 1602-169, 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 bidder/contractor unless stipulated within the response 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 response package when submitted. Only one copy with original signatures is required.



REQUEST FOR QUALIFICATIONS # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

FORM 2

Bidder's Statement of Qualifications



FORM #2

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 response 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 #2, Cont.

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 RFQ? 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 QUALIFICATIONS # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

FORM 3

Bidder's Contracts & Grants



FORM #3

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.



REQUEST FOR QUALIFICATIONS # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

Attachment A

Respondent Checklist



RESPONDENT CHECKLIST

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

- A. Response Cover Statement (Form #1)** attached as cover to each response
- B. Table of Contents**
- C. Response Narrative**
- D. Curriculum Vitae/Resumes of key staff**
- E. Printouts from the State Bar** website for each attorney that will work on this project, to demonstrate the attorney is an active member of, and in good standing with, the State Bar of California.
- F. Responder's Statement of Qualifications (Form #2)**, completed and signed by an Authorized Representative such as the Executive Director. (Form #2 with original signatures must accompany original response.)
- G. Responder's Contracts and Grants (Form #3)**, completed and signed by an Authorized Representative such as the Executive Director. (Form #3 with original signatures must accompany original response.)



REQUEST FOR QUALIFICATIONS # 1602-169
CIVIL LEGAL SERVICES FOR AB 109 PROGRAM

Attachment B

County Contract Requirements and General Conditions



COUNTY CONTRACT REQUIREMENTS

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

1. Parties to the Contract
2. Effective Dates
3. Legal Authority
4. Signatories to the Contract
5. Service Specifications and Provisions for Reporting, Monitoring, and Evaluation
6. Fiscal Provisions
 - a. Method of payment to contractor. Either a fee-for-services contract or a cost reimbursement contract may be negotiated with bidder at County's option.
 - b. Program budget segregated into personnel and operating costs, indirect costs and revenue (if any) to allow determination of reasonableness and allocability of line items.
 - c. Provisions for audit.
7. General Conditions
Contractors must comply with standard County Contract General Conditions, included below.
8. Special Conditions, as required.
Contractors may have to satisfy additional insurance requirements prior to contract effective date. No contractor will be reimbursed for service until insurance requirements are met.



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 expenditure,



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.