



Contra Costa County

REQUEST FOR PROPOSALS (RFP) # 1608-192

Central/East Contra Costa County Reentry Network System of Services: Network Management Team

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$440,000 for a "Network Management Team" to provide services to further develop and implement the "Plan for an East and Central County Networked System of Services for Returning Citizens," for the period November 1, 2016 through June 30, 2017.

This RFP is a process by which the County solicits proposals of qualified responders who may be selected to enter into a contract with the County for the provision of these services.

Please read this entire packet carefully.

***Final responses will be due at 651 Pine Street, 10th floor, Martinez, CA 94553
by 12:00 p.m. (noon) on Friday, September 16, 2016.***

Written questions about the RFP can be submitted to lara.delaney@cao.cccounty.us
by 12:00 p.m. on Friday, Sept. 9, 2016.

A mandatory Bidders Conference will be conducted on

Wednesday, Aug. 31, 2016

from 1:30 p.m. – 3:00 p.m. at the County Zoning Administrator's Room,

30 Muir Road, Martinez.

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



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RFP Timeline

1.	RFP announced	Monday, Aug. 22, 2016
2.	Mandatory Bidders Conference	Wed., Aug. 31, 2016 at 1:30 p.m.
3.	Written Questions Due from Responders	12:00 p.m. (noon), Sept. 9, 2016
4.	Addendum Issued	Sept. 12, 2016
5.	Response Submission Deadline	12:00 p.m. (noon), Sept. 16, 2016 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>		
6.	Review, rating, and interview process	Sept. 19-23, 2016
7.	Notification of recommendations	Sept. 23, 2016
8.	Appeal period	Sept. 23-26, 2016
9.	Deadline to submit appeal letters	5:00 p.m., Sept. 26, 2016
10.	Community Corrections Partnership Review	Oct. 7, 2016
11.	Public Protection Committee Review	<i>To Be Determined</i>
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the Oct. 18, 2016 Board of Supervisors' agenda		



REQUEST FOR PROPOSALS #1608-192

“NETWORK MANAGEMENT TEAM”

FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

Statement of Work



I. Introduction

The Contra Costa County Administrator's Office (CAO), on behalf of the Board of Supervisors, is issuing this Request for Proposals (RFP) #1608-192 to receive Proposals from qualified contractors to further manage and implement an established networked and collaborative system of services in the Central and East County regions of Contra Costa County through the provision of Network Management Team services.

Based on the response to this solicitation for Proposals, Contra Costa County (County) plans to contract with contractors for an initial period of November 1, 2016 to June 30, 2017. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded contractors during the initial contract period.

Private, not-for-profit organizations, and for-profit organizations with experience in providing services in the described areas are invited to submit Responses. If you are interested in and capable of providing the requested services by contract with the County, please carefully review the Request for Proposals (RFP) 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 RFP, 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, Bidder, Organization
- E. "The County" refers to the County of Contra Costa, California.

III. Minimum Organizational Requirements

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 of recidivism. 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. The successful responder must possess and demonstrate the following minimum requirements:

1. Service History: A documented history of similar or equivalent service delivery to



criminal justice involved populations for at least three years, 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 individuals at high-risk to re-offend.
4. Risk-Needs-Responsivity (RNR): Demonstrated understanding of criminogenic needs and the recidivism reduction strategies that rely on effectively responding to these needs. This should include an understanding of proper intervention dosage and duration levels.
5. Staff Training: 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 criminal justice involvement of individuals who 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.

IV. Background

In 2011, the California Legislature passed the Public Safety Realignment Act (Assembly Bill 109), which transferred responsibility for supervising individuals convicted of specific low-level felony offenses 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 offenses 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 violations/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



(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 Plan¹.

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.

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*², adopted by the Board on March 22, 2011.

On August 24, 2012 the Executive Committee of the CCP unanimously agreed that the goals established by the *Contra Costa County Reentry Strategic Plan* 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;
- 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

1 Available at <http://www.contracosta.ca.gov/3091/Public-Safety-Realignment>.

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



- Reduce crime, increase public protection, and protect people from further victimization.

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

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

The funds available through this RFP for Network Management Services are allocated from the \$1.285 million available for implementation of the Reentry Success Center and Network.

V. 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 needs of the AB 109 population and others formerly incarcerated. The CCP is supported in this model development by the advice of the CAB and its subcommittees.

The coordination of the County’s reentry efforts is led by a contracted Reentry Coordinator, situated in the Probation Department, and contracted reentry services are managed by the County Administrator’s Office. The County is currently in the process of establishing an Office of Reentry & Justice to consolidate these functions in 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. 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 initial contact with a client and introduce them to the reentry programs and services 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. 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 assistance, mentoring, civil legal and family reunification services. Navigation and referral support for all of these services comes through access to the Reentry Success Center (located in Richmond) and the Central/East County Reentry Network of Services (“Network”).

Since May 2014, the Network has been managed by a contracted Network Manager and supported by three contracted Field Operations Coordinators (one in the Antioch Police Department, one in the Concord Police Department, and another in the Pittsburg Police Department). The Network (<http://www.contracosta.ca.gov/reentrynetwork>) provides a "No Wrong Door" service access 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-specific services include supplementary transitional housing, specialized employment training in auto mechanics, and employment and education liaison services. (*See below for additional information.*)

Opened in October 2015, the Reentry Success Center, located in the city of Richmond, 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 and 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 expressed needs and desires.

In addition to the coordinated care system described above, the County has also allocated a portion its 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; and additional Victim Witness Advocates and a Reentry Attorney in the DA’s office. Funding has also been provided in FY 2016-17 for a Ceasefire Coordinator for East County. In addition, a Pre-trial Services program has been implemented in the County, as a partnership between the DA, Sheriff’s Office, Public Defender and Probation Department.

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 the AB 109 population in designated high growth sectors. The Contra Costa County Police Chiefs Association also receives AB 109 funding to support a total of 4.0 FTE officers, with one each in the cities of Antioch, Concord, Pittsburg and Richmond for the support of coordinated 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-based services and programs over time.

VI. Target Population in Contra Costa County

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 (“AB 109 clients”). 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. This population generally has high needs in the areas of housing, employment and education. Other needs can include substance abuse, transportation, food and positive peer and family relations.

Demographic Highlights:

Since October 1, 2011, the AB 109 unit of the Contra Costa County Probation Department has supervised 2262 clients, 1404 under Post-Release Community Supervision and 858 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 provides the starting point for a supervision strategy model that weaves together a risk assessment and a needs assessment—in one face-to-face assessment interview. The interview focuses on the underlying motivation for criminal behavior and prepares Probation staff to best manage the supervision relationship; it is intended to build rapport, which is one of the defining aspects of the assessment process.

As of August 1, 2016, Probation’s AB 109 unit actively supervised 470 clients residing in Contra Costa County. Approximately 163 (35%) reside in East County (Antioch, Bay Point, Brentwood, Discovery Bay, Oakley, Pittsburg), approximately 113 (24%) reside in West County (Crockett, El Sobrante, Hercules, Pinole, Richmond, Rodeo, San Pablo), approximately 88 (19%) 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). An additional 11% of AB 109 clients are homeless, residing in shelters, or residence is unknown.

In East County, 83% of AB 109 clients reside in Antioch, Pittsburg and Bay Point. In West County, 77% reside in the cities of Richmond and San Pablo. In Central County, 61% 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

<i>Up to 8/1/2016</i>	PRCS	1170(h)	Both
Total Clients	1404	858	2262
Gender			
Male	1316	713	90%
Female	88	145	10%
Other	0	0	
Age			
Average Age	39.1	38.8	39
18-25	9%	8%	9%
26-35	33%	39%	35%
36-45	31%	32%	31%
46-55	19%	19%	19%
56-65	5%	6%	5%
66+	1%	0%	1%
Race/Ethnicity			
White	35.3%	44.3%	38.7%
Black	42.9%	32.9%	39.1%
Hispanic	18.8%	19.5%	19.1%
Asian	0.5%	0.9%	0.7%
Pacific Islander	0.1%	0.3%	0.2%
Filipino	0.7%	0.7%	0.7%
Samoan	0.2%	0.1%	0.2%
Native American	0.1%	0.0%	0.0%
Chinese	0.1%	0.0%	0.0%
Japanese	0.1%	0.0%	0.0%

**Percentages may not total 100% due to rounding*

VII. Funding

Up to \$440,000 (four hundred forty thousand dollars) is allocated in the AB 109 Public Safety Realignment/Community Programs Budget in Fiscal Year 2016-17 to fund the Network Management Team services. The total amount allocated to the Network for FY 2016-17 is \$820,000. The County is presently contracting with Network service providers, in an aggregate amount of \$315,000, to provide auto repair training (\$65,000), employment and education liaison services (\$100,000), and sober living environment housing services (\$150,000).

The contract period for the services proposed in this RFP is from November 1, 2016 through June 30, 2017. The Contra Costa County Administrator's Office will administer these funds.



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

VIII. Purpose, Scope of Services of RFP

A. Purpose:

In March 2014 the Public Protection Committee accepted and the Board of Supervisors adopted the “Proposed Plan for an East & Central Networked System of Services for Returning Citizens” (Network Plan). Consistent with the Network Plan, an RFQ process (#1403-078) was conducted for the procurement of Network Manager and Field Operations Coordinator services for the Network Management Team specified in the Plan. This process identified three independent contractors to perform Field Operations Coordinator services and a fourth to provide Network Manger services. These independent contractors began providing services in May 2014. Also consistent with the Network Plan, the County Administrator (CAO) developed and managed the contracts, and the Chief Probation Officer (Probation) was tasked with providing oversight of the services provided by the four contractors.

This contractual structure, with the decentralization of management and oversight functions, has proven to be ineffective and unwieldy. Moreover, contract law that prohibits one independent contractor from providing direct supervision and direction of the work performed by another independent contractor, limited the latitude of the Network Manager to give instructions or implement processes and policies integral during the implementation phase of a new project. In addition, it has proven difficult to implement the Network Plan in a consistent and coordinated manner across the East and Central regions of the County.

Per the direction of the CCP at its August 5, 2016 meeting, the CAO offered contract extensions to two Field Operations Coordinators (FOCs) and the Network Manager through September 30, 2016 to continue service provision and transition assistance during this procurement process.

Notable activities and achievements of the Network Management Team since its inception include:

- A total of 27 strategically placed “No Wrong Door Sites” (NWD) have been established via Memoranda of Understanding (MOU). These NWD sites include faith-based organizations, service providers, police departments, community agencies, and Network agency partners.
- A “No Wrong Door Site” rollout event was conducted to acknowledge the services of the NWD partners, introduce them to other NWD site participants, and work together on next steps.
- A total of 13 Mentor-Navigators have been recruited and trained.
- The FOCs created and trained Mentor-Navigators on a database, Grezha, designed for mentors to track services provided to mentees and record case notes.



- The Network provided temporary housing to approximately 36 returning citizens, who would have been homeless without this assistance.
- The FOCs conducted four jail presentations about Network services at either West County Detention Facility or Marsh Creek Detention Facility.
- The Network Team conducted or facilitated 16 presentations about the Network and its activities to the Sheriff's Department, Probation Supervisors and Managers, Alcohol and Other Drugs, SHELTER Inc., Community Corrections Partnership (CCP), Workforce Development Board, One-Stop Centers, Trinity Church, Victory Outreach Church, service providers, and the California Reentry Council Network (CRCN).
- The Network Team developed its Mission, Vision, and Motto statements:

Mission:

To assist returning citizens as they reintegrate back into the community, leading to significantly reduced recidivism rates and increased public safety, while fostering family and community reunification.

Vision:

For Contra Costa County to have a successful and sustainable collaborative system of reentry services. Utilizing community collaboration while building new pathways to living productive lives.

Motto:

Connecting Pathways and Empowering People...One Step at a Time.

- A logo was created for the Network Team, as shown:
- Network-related reentry videos were created and distributed as a “conversational” documentary, providing an overview of challenges frequently encountered by returning citizens. A total of three videos were developed. The first video, “Comin’ Home Ain’t Easy” is approximately 20-minutes and available on the Network website at: <http://www.contracosta.ca.gov/reentrynetwork>. An additional two videos, each approximately 2-4 minutes in length, are in the final stages of development.
- Reserve resources were used to provide returning citizens transition resources including Safeway “limited” gift cards, transit bus passes, and “Welcome Home” bags.
- The Network Team successfully collaborated with other community groups, departments and agencies on the following activities:
 - Supported the implementation of the ServicePoint data system among Network service providers with 15 trainings and support groups co-facilitated with the Homeless Management Information System (HMIS) ServicePoint database Administrator of the County’s Behavioral Health Homeless Program.





- Celebrated “National Reentry Week” with an event focused on the recognition of returning citizens’ various supporters including Mentor-Navigators, family, friends, FOC’s, and community or faith-based service providers.
- Sponsored a workshop facilitated by the Safe Return Project, whose goal is to empower returning citizens to take an active part in various roles related to transitioning back into the community and changing policies.
- Facilitated Support Group meetings for Mentor-Navigators.

B. Scope of Services

This RFP seeks a respondent to provide staff to further develop, manage and operate the core components of the Network as described in the Network Plan and as built-out over the past two years. Essential staff would include a Network Manager to provide program and staff direction and oversight, as well as to act as a liaison for the partnership among the Network, the County’s reentry system, and the Reentry Success Center. Field Operations Coordinators, who presently utilize office space provided in the Police Departments of Antioch, Concord and Pittsburg, would provide essential day-to-day coordination and implementation of the Network’s core components.

Core components include the reentry services funded through the Network’s budget, a Mentor-Navigator program, No Wrong Door sites, and outreach and engagement of the returning citizens and the broader community. The contractor would be expected to develop an operations plan for the implementation of the Network Plan, as well as a system manual that would explain how the core components function and interact with other services being provided within the Network region as well as the County’s larger reentry system.

The Network Management Team staff should be comprised of individuals who can obtain clearance for entry to all County jail facilities and who can provide the following services:

Role Title: Network Manager

A. Key Responsibilities:

a. Operational Management

1. Supervising the Field Operations Coordinators;
2. Establishing Network Management Team goals, priorities, and progress; conducting performance reviews of Field Coordinators;
3. Operations Plan development;
4. Identifying and resolving any conflicts in the Network Management Team;
5. Managing training, supplies and staff-related reserve budget;
6. Developing and managing the Network partner Memoranda of Understanding (MOUs);
7. Managing and directing the Network referral process;
8. Working with Probation to set standards related to how long Probation carries responsibility for service referrals and coordination;



9. Providing High-level triage management;
10. Providing “No Wrong Door (NWD)” Site Trainings; and
11. Overseeing the planning and scheduling of trainings of Network Team, AB 109 Police Officers, Mentor/Navigators and other Volunteers, and NWD site staff.

b. Technical Management

1. Reviewing, analyzing and reporting on progress for CAO and CCP at intervals determined by the governance body;
2. Working with Database Administrator or contracted consultant on appropriate data collection and outcome measurements for reporting;
3. Conducting regular meetings of Network partners to ensure effective operations, issue-identification and resolution;

c. Communications

1. Serving as Network representative to stakeholders and audiences;
2. Working with administrative support to design Network marketing materials;
3. Managing communications and communications protocol between Probation Officers and others who will be making referrals;
4. Working with Probation to determine what information is to be shared with service providers and setting up information coordination through Field Operations Coordinators;

Role Title: Field Operations Coordinator

A. Key Responsibilities:

1. Coordination and additional development of “No Wrong Door (NWD)” locations;
2. Support coordination of partner relationships;
3. Coordinate field communications between NWD sites, service providers, and Probation;
4. NWD referral coordination;
5. Serve as pre-release contact for employment/education documentation and referral liaisons;
6. Provide community outreach and relations;
7. Provide triage engagement and support;
8. Manage mentor/navigator volunteer recruitment; and
9. Supervise mentor/navigator volunteers.

Network Services

From the \$820,000 allocated for the Networked System of Services in FY 2016-17, a total of \$315,000, has already been allocated to several organizations contracted to provide reentry services in the regions served by the Network. These include Men and Women of Purpose and Reach Fellowship International for employment and education liaison services (\$50,000 each); Fast Eddie’s for auto repair training (\$65,000); and Mz Shirliz Transitional for SLE housing (\$150,000).



Because these services are considered to be a core component of the Network Plan, the successful responder would be expected to monitor service delivery and make recommendations on service needs. However, the execution of a process for the award of any future funds to agencies to provide the services and the management of the delivery of these services would remain with the County.

Data Management

To date, the Network has required the utilization of an HMIS database system (ServicePoint) by its service providers for data collection and management purposes. The County will continue the Network's efforts to develop and deploy this system to current providers, though transition to a similar web-based data system, Clarity, is anticipated in January 2017. The County expects current contractors using ServicePoint to continue utilizing the system until the transition to Clarity. While the County would consider allowing the successful contractor to utilize a data system of its choosing for data management purposes, given the fact that the County has invested significant resources in developing both an HMIS and Salesforce based system (for the Reentry Success Center and its partners), there would need to be a compelling reason to invest any revenue in an alternate data system. Indeed, the County may consider a requirement that any alternate system be designed to be inter-operable with the current database systems.

IX. Contract Monitoring

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 monthly and quarterly progress reports on templates supplied by County;
- d. Maintain adequate records of service provision to document compliance with Service Plan and complete forms supplied;
- e. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.



REQUEST FOR PROPOSALS #1608-192

“NETWORK MANAGEMENT TEAM”

FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

RFP Requirements and Instructions



RFP 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 12:00 p.m. on Friday, September 16, 2016**. Each submission must be marked on the outside with the Responder's name and RFP #1608-192. Any response received after the deadline will be rejected. Postmarks, faxed and e-mailed 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 RFP. Responders that are non-compliant with technical requirements will not move forward to the Review Panel.
3. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
4. A response may be withdrawn in person prior to **12:00 p.m. (noon) on Sept. 19**. If withdrawing a response, the responder must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the response.
5. A mandatory conference for prospective responders will be held on **August 31, 2016 at 1:30 p.m.** at the County Zoning Administrator's Room at 30 Muir Road, Martinez, to answer questions about the RFP process.
6. Prospective responders interested in participating in the Bidders Conference are requested to return the Bidders Conference RSVP on page 34 by 5:00 p.m. on Monday, Aug. 29, 2016.
7. Any questions regarding this RFP should be emailed to Lara.DeLaney@cao.cccounty.us on or before 12:00 p.m. on Sept. 9. Please include RFP #1608-192 in the subject line.
8. The CAO may amend this RFP, 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 RFP submission date, if necessary, to allow responders adequate time to consider additional information and submit required data.
9. The RFP 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.
10. With respect to this RFP, 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.

11. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response. Evaluation criteria and scoring factors are described below.
12. A Review Panel will evaluate responses received. The panel may be composed of CAO staff, the Chief Probation Officer or designee, a representative of Emerald HPC International (the firm that crafted the Plan), the City of Pittsburg Police Chief, the Public Defender, the Reentry Success Center Director, a representative of the Community Advisory Board, and someone who was formerly incarcerated or has a family history of incarceration. (*Panel composition subject to change depending on availability of participants.*) On the basis of panel ratings recommendations, the Community Corrections Partnership and/or the 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.
13. Only responders submitting a response in accordance with RFP #1608-192 may appeal the RFP 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 Sept. 26, 2016**. 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 RFP 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.
14. 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 RFP.



15. 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.
16. 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.
17. Contracts from this RFP will be for the Nov. 1, 2016 through June 30, 2017 period, with satisfactory performance as a condition of any future contract renewal.
18. Each response to this RFP 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).
19. 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 PROPOSALS #1608-192
“NETWORK MANAGEMENT TEAM”
FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

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 responder must submit one (1) original package and eight (8) complete copies with attachments included.
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 response should not exceed 10 pages excluding cover sheet, table of contents, budget and 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 RFP) 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.

PROPOSAL OUTLINE

SECTION I - INTRODUCTION

I.1 Proposal Cover Statement (Form #1)

The Proposal Cover Statement with original signatures, **in blue ink**, of the bidder's Board of Directors' President and Executive Director attached to the original of the proposal must precede the narrative. Copies of the form must also serve as a cover page to the remaining eight (8) proposal copies submitted.

I.2 Table of Contents

Include a table of contents using Attachment A as your guide.

SECTION II—PROGRAM NARRATIVE

II.1 Agency Overview (1 page or less)

- A. State your agency's mission and its overall service philosophy.
- B. Describe briefly:
 1. Your agency's primary program services;



2. Agency's years in operation and number of years providing services described in this RFP;
3. Current service population(s): number of clients, demographic and geographic information;
4. Staffing pattern (size, composition, education level);
5. Location of administrative and program office(s);
6. History of collaboration with other service providers;

II.2 **Program Proposal** (9 pages or fewer)

1. Organizational Capacity to Provide Services

- a. Describe your organizational capacity to perform the Network Management Team services described herein and provide an organizational chart. *Organizational chart will not count towards page limit.*
- b. Submit a staffing plan for all staff working directly or indirectly in this program, including: staff name and job title; time allocated to program; duties/activities. Attach a current resume or CV for each staff position proposed for this program of services, and the executive management of the organization. Describe briefly how the staffing plan meets the needs of the Network Management Team. *Clearly indicate positions you will need to hire, and any attached resume or CV will not count against any page limit.*
- c. Describe your staff's skills and attributes as they relate to those in the descriptions of the Network Management Team.
- d. Describe your staff's experience in implementing start-up projects. Describe any similar multi-sector projects/programs your organization has participated in which resemble the role of the Network Management Team as described in the RFP.
- e. Discuss your staff's expertise as it relates to evidence-based practices, trauma-informed care, and client-centered service approaches.
- f. Describe your staff's experience and expertise in meeting the needs of diverse sub-populations, including transitional age youth, women, parents, LGBTQ, Veterans, non-English speakers, and dually-diagnosed individuals.

2. Program evaluation – outcomes

- a. Describe with specificity how your organization will determine the success of the program and the quality of the services provided.



- b. How will service delivery be monitored and evaluated?
- c. What data will your organization collect and report?
- d. How will your organization use that data for program improvement?

3. Collaboration and Coordination

- a. Indicate how you anticipate the Network Management Team will interface with the Reentry Success Center, and other public and private agencies serving the same target populations or providing related services.
- b. Articulate strategic partnerships with a range of reentry service providers, so that clients have efficient access to relevant treatment, financial literacy/money management, mental health, education, employment and other personal development opportunities in addition to sober, safe and dignified housing.
- c. Describe your knowledge of and experience collaborating with and/or making/receiving referrals with community-based service partners, County departments, criminal justice system partners and other relevant agencies/organizations.

4. Implementation

- a. Discuss how you would approach the development of an Operations Plan, and the development of policies, procedures, and protocols.
- b. Attach a timeline that includes all phases of implementation, project milestones, and key activities of staff. *The timeline will not count towards any page limit.*
- c. Discuss how, where, and by whom specific services would be provided. Office locations should be described.

SECTION III. - BUDGET INFORMATION

III.1 Fiscal Management Information

- A. Provide a brief description of the agency's accounting system and internal controls.
- B. Explain how your fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff.



III.2 Line-Item Budget and Budget Narrative

A. Complete a line-item budget for all programs, showing all costs. The Budget should include a breakdown of all costs that demonstrates computations for each budget category (i.e., Personnel, Benefits, Supplies, Local Travel, etc.) Budgets should also clearly indicate the availability of matching resources and their source for additional points. *Proposed budgets are expected to be complete, reasonable, cost effective, and necessary for proposed activities.*

B. Program Budget Narrative

Each budget cost item must be detailed in the narrative and should reflect the basis for the computations. *Every item must be completed, if applicable. Minimal narrative requirements are described below:*

1. Administration and Support

Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibilities. Divide the salaries of staff with both "Service Delivery" and "Administration" responsibilities in proportion to the time allotted for each activity.

List such staff in both categories. Indicate titles, rate of pay, time allotted to program and full-time equivalent positions (FTEs). Explain in narrative.

Indirect administrative costs should not exceed 15% of total request.

2. Program Staff

Include all staff involved in service delivery. Indicate titles, rate of pay, time allotted to program and FTEs.

3. Payroll Fringe Benefits

Report estimated costs of benefits, vacations, sick leave and training days on the line-item budget. Narrative shall list staff by title, FTEs, pay rate and amount of time allocated. Include for each staff title by type (FICA, SUI, FUTA, Worker's Compensation, leave and health and other insurance), applicable rates or basis.

4. Operations

a. *Occupancy*

Describe all applicable factors (e.g. rent/leases) and basis for allocating cost to program.

b. *Utilities*



Describe all applicable factors and basis for allocating cost to program.

c. *Telephone, Postage, Insurance, Equipment*

List by type, justification of cost and basis for allocating cost to program.

d. *Printing/Photocopying*

List cost by type and describe justification for cost and basis for allocating costs to program.

e. *Materials*

List by type and describe justification of cost.

f. *Travel*

Describe type, justification, and basis of cost. Include service delivery, administration mileage and transportation costs for clients.

g. *Miscellaneous*

Indicate kinds of anticipated miscellaneous costs, such as childcare for clients while receiving services. Each item over \$100 should be explained individually.

IV. Letters of Recommendation

Provide no more than three (3) relevant letters of recommendation. These letters should speak specifically to the services you are seeking to provide and your organization's demonstrated experience and expertise related to multi-sector systems of care for justice-involved populations.



REQUEST FOR PROPOSALS #1608-192
“NETWORK MANAGEMENT TEAM”
FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

RESPONSE REVIEW AND SELECTION



Response Review and Selection

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

Response Selection Methodology:

- A. CAO staff will review each response's adherence to RFP specifications, including:
 1. Forms and Attachments
 2. Response Narrative
 3. Budget Information
- B. All responses deemed responsive will be referred to the RFP Review Panel.
 1. The panel may be composed of CAO staff, the Chief Probation Officer, a representative of Emerald HPC International, the City of Pittsburg Police Chief, the Public Defender, the Reentry Success Center Director, a member of the Community Advisory Board, and someone who was formerly incarcerated or has a family history of incarceration. (*Panel composition subject to change depending on participant availability.*)
 2. The Review Panel will review all qualified responses and evaluate and score all responses utilizing the Rating Sheet on page 34.
 3. Interviews may be conducted on Sept. 22 and/or Sept. 23, as needed.
- 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 PROPOSALS #1608-192
“NETWORK MANAGEMENT TEAM”
FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

Rating Sheet



Rating Sheet

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

Program Elements and Possible Score

- I. Cover Statement and Table of Contents *(required but not rated)*
- II.1. Agency Overview 0-15
1. Organization's overall services/history (10 pts.)
 2. Administrative and program offices locally based (3 pts.)
 3. Demonstrated history of collaboration (2 pts.)
- II.2. Program Proposal 0-75
1. Capacity to Provide Services (30 pts.)
 2. Program evaluation/outcomes (15 pts.)
 3. Collaboration with other organizations/Coordination (10 pts.)
 4. Program Implementation (20 pts.)
- III.1 Fiscal Management Information *(required but not rated)*
- III.2 Program Budget/Narrative 0-10
- Budget complete, reasonable, cost-effective, and necessary. (7 pts.)
Matching/leveraged resources (3 pts.)

Total: 100 pts.



REQUEST FOR PROPOSALS #1608-192

“NETWORK MANAGEMENT TEAM”

FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

ATTACHMENT A

REQUIRED ATTACHMENTS AND CHECKLIST



Required Attachments and 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. Agency Organizational Chart**
- E. Job Descriptions and Resumes** of Executive Director and key program staff
- F. Implementation Timeline**
- G. Budget Information**
- H. Letters of Recommendation**

- I. List of Agency Board of Directors (Form #2)**

- J. Bidder's Statement of Qualifications (Form #3)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. *(Form #3 with original signatures must accompany original proposal.)*
- K. Bidder's Contracts and Grants (Form #4)**, completed and signed by the Agency Executive Director and the President of the Board of Directors. *(Form #4 with original signatures must accompany original proposal.)*



Bidders Conference RSVP Form

To: Lara DeLaney, Senior Deputy County Administrator

County Administrator's Office

Attention: RFP #1608-192

Lara.delaney@cao.cccounty.us

Re: Attendance at Bidders Conference for RFP #1608-192

I/We plan to participate in the Bidders Conference:

Name(s): _____

Organization: _____

Email: _____

Phone: _____

Please return the completed form to the above email address by 5:00 p.m., Monday, Aug. 29, 2016.



REQUEST FOR PROPOSALS #1608-192

“NETWORK MANAGEMENT TEAM”

FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

FORM 1

Proposal Cover Statement



FORM #1

PROPOSAL COVER STATEMENT

NETWORK MANAGEMENT TEAM 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: _____

We submit the attached proposal and attachments in response to Contra Costa County's Request for Proposals #1608-192, and declare that:

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

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

Name: _____

Signature: _____ Date: _____
Board President

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



REQUEST FOR PROPOSALS #1608-192

“NETWORK MANAGEMENT TEAM”

FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

FORM 2

Current Board of Directors



FORM #2

CURRENT BOARD OF DIRECTORS

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

<u>Name of Member</u>	<u>City of Residence</u>	<u>Occupation/Affiliation</u>	<u>Board Position</u>
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5. Describe key roles and responsibilities of the Board:



REQUEST FOR PROPOSALS #1608-192

“NETWORK MANAGEMENT TEAM”

FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

FORM 3

Bidder’s Statement of Qualifications



FORM #3

BIDDER'S STATEMENT OF QUALIFICATIONS

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

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

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

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

Name: _____

Phone: _____ Address: _____

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

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

5. Has bidder failed or refused to complete any contract? Yes No
If yes, briefly explain:

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



FORM #3, 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 RFP? Yes No
If yes, specify below.

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

Name and Title

(Executive Director)

Date

Name and Title

(Board President)

Date



REQUEST FOR PROPOSALS #1608-192

“NETWORK MANAGEMENT TEAM”

FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

FORM 4

Contracts and Grants



FORM #4

CONTRACTS AND GRANTS

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

<u>Contact Name/Phone # of Contractor/Grantor</u>	<u>Services Provided Under Contract</u>	<u>Contract Dates</u>
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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
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_____ Name and Title (Board President)	_____ Date
--	---------------



REQUEST FOR PROPOSALS #1608-192
“NETWORK MANAGEMENT TEAM”
FOR CENTRAL/EAST COUNTY REENTRY NETWORK OF SERVICES

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 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.