



Contra Costa County

REQUEST FOR QUALIFICATIONS (RFQ) # 1610-200 *Ceasefire Program Coordination*

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$83,000 for the provision of "Ceasefire Program Coordination" services for the period December 1, 2016 through June 30, 2017.

This RFQ is a process by which the County solicits qualifications of qualified responders who may be selected to enter into a contract with the County 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 Thursday, November 17, 2016.***

Written questions about the RFQ can be submitted to lara.delaney@cao.cccounty.us
by 12:00 p.m. on November 7, 2016.

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



Table of Contents

RFQ TIMELINE	3
STATEMENT OF WORK.....	5
RFQ REQUIREMENTS AND INSTRUCTIONS FOR RESPONDERS	13
RESPONSE PREPARATION INSTRUCTIONS	17
RESPONSE REVIEW AND SELECTION.....	20
RATING SHEET	22
REQUIRED ATTACHMENTS AND RESPONDER CHECKLIST	24
GENERAL CONTRACT CONDITIONS.....	26



RFQ Timeline

1.	RFQ announced	Monday, Oct. 24, 2016
2.	Written Questions Due from Responders	12:00 p.m. (noon), Nov. 7, 2016
3.	Addendum Issued	Nov. 9, 2016
4.	Response Submission Deadline	12:00 p.m. (noon), Nov. 17, 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>		
5.	Review, rating, and interview process	Nov. 21-23, 2016
6.	Notification of recommendations	Nov. 23, 2016
7.	Appeal period	Nov. 23-28, 2016
8.	Deadline to submit appeal letters	5:00 p.m., Nov. 28, 2016
9.	Public Protection Committee Review	Nov. 28, 2016
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the December 6, 2016 Board of Supervisors' agenda.		



REQUEST FOR QUALIFICATIONS #1610-200

“CEASEFIRE PROGRAM COORDINATION 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 Qualifications (RFQ) #1610-200 to receive statements of qualifications from qualified contractors to provide project development, management and coordination services for a Ceasefire program in Contra Costa County, whose goal is focused deterrence and group violence prevention.

Based on the response to this solicitation, Contra Costa County (County) plans to contract with contractor(s) for the period of December 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 contract period.

Individuals and private and public not-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 Qualifications (RFQ) and submit your response as directed in the "Response Preparation Instructions." This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

II. Synonymous Terms

As used throughout this RFQ, 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 Requirements

The County seeks expertise in performing project development, management and coordination services for a Ceasefire Program in Contra Costa County. The successful responder must possess and demonstrate the following minimum requirements:

1. *Service History*: A documented history of similar or equivalent service delivery to public agencies for at least three years, including successful completion of contract deliverables and participation in outcome evaluation.
2. *Criminal Justice System Experience*: A history of prior successful experience working with a broad spectrum of justice system stakeholders, preferably in Contra Costa



County.

3. ***Cultural Competency:*** Demonstrated understanding and capacity to deliver culturally competent and responsive services.
4. ***Licensing/Certification Requirements:*** 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.

Education: Coordinator must have a Bachelor's Degree or higher in the field of public administration/public policy, sociology, psychology, criminal justice, criminology, or a related field.

Required Skills

- Must be able to work effectively with law enforcement personnel, community leaders and organizers, residents, and social service organizations.
- Working knowledge of group process and dynamics
- Experience with group facilitation
- Strong administrative and note-taking skills that allow for quick, efficient scheduling & task assignment
- Meeting and/or training planning and experience
- Working knowledge of the use of data to inform strategy design and action planning
- Ability to weigh differing perspectives, build consensus, and turn consensus into action

Experience

- **Required:** Must have a minimum of three years of full-time experience in a similar or relevant position providing senior-level management in the public, non-profit or private sector.
- **Preferred:** experience in applied violence reduction strategies.

IV. Background

Over the past 15 years, numerous cities across the country have reduced relatively high rates of gang and youth gun violence through a strategy that brings together – and assigns specific roles to – criminal justice agencies, organizations that provide employment training and placement, social service agencies, community and faith leaders, and gang outreach programs.

Operation Ceasefire was instituted in Boston, Chicago, Cincinnati, and Indianapolis, and these cities achieved reductions in gun homicide of 25 to over 60 percent and, here in California, Stockton reduced gun homicide by more than 43 percent between 1998 and 2001. This strategy, based upon extensive research and experience, has evolved from a primary focus on deterring serious gang and youth gun violence, to a comprehensive approach that combines deterrence with workforce training, employment, and other services.

The Operation Ceasefire model is being used in California under the program name Safe



Community Partnership (SCP). The SCP is a partnership among the Governor's Office, private funders (including the California Wellness Foundation, the California Endowment, and Kaiser Permanente, Community Benefits, Northern California Region), the Public Health Institute, and six California cities (Modesto, Stockton, Oakland, Salinas, Oxnard and Union City). These partners are working together to implement an evidence-based, data-driven approach designed to reduce serious gang violence in the near term and on a community-wide level. In addition to Oakland and Salinas in the Northern District, East Palo Alto, Richmond and Union City have been added to the Safe Community Partnership/Operation Ceasefire program.

The Ceasefire program, which is a form of Group Violence Intervention (GVI), has made a significant contribution to the drop in violent crime in Richmond. Group Violence Intervention (GVI) is designed to reduce street group-involved homicide and gun violence. GVI has demonstrated that violence can be dramatically reduced when a partnership of community members, law enforcement, and social service providers directly engages with the small and active number of people involved in street groups and clearly communicates a credible moral message against violence, prior notice about the consequences of further violence, and a genuine offer of help for those who want it. A central method of communication is the call-in, a face-to-face meeting between group members and the strategy's partners.

The aim of the GVI strategy is to reduce peer dynamics in the group that promote violence by creating collective accountability, to foster internal social pressure that deters violence, to establish clear community standards against violence, to offer group members an "honorable exit" from committing acts of violence, and to provide a supported path for those who want to change.

In Contra Costa County, the Ceasefire program needs support in terms of coordination with community members and service providers. In addition, it is time to begin working on a replication of the project in Central and East County. In light of the goal of strengthening and expanding the program, these coordination services are required. The Coordinator will work collaboratively with social service and community constituencies to leverage and develop community resources. Service provision also helps in mobilizing community figures who can influence the behavior of group members. Community members are more willing to deliver the needed moral messages against violence when they know that group members have a standing, genuine offer of help.

This work involves several steps:

Analyzing of the dynamics of local gun violence: The Coordinator will collect and analyze basic data on gun violence, including the geographic location of violent incidents, demographic information on individuals involved in gun violence, and patterns of gang violence. This data will be used by the working group (*described below*) to design its strategy.

Organizing a working group that will design and implement the local strategy: The Coordinator will organize a working group that includes representation from public and private employment training and placement providers, criminal justice agencies (*including District*



Attorney's office, Police Departments, Sheriff's Department, and Probation Office), community leaders, gang outreach workers, and public and private social service agencies that serve youthful offenders, youth at risk of violence, and gang members. Drawing on the data analysis above, the working group will design and implement a local strategy that includes: (a) directly communicating a violence prevention message to the gang members and youth most likely to commit gun violence, (b) linking these gang members and youth to training and employment opportunities, and (c) coordinating law enforcement efforts.

Communicating directly with the gang members and youth most likely to commit gun violence: The Coordinator will communicate directly with selected gang members and young people. This is accomplished primarily at group meetings known as "call-ins" or "forums," attended by representatives of the working group and the particular gang members and young people. At these meetings, the working group will set forth a two-part message: (a) gun violence must stop immediately or criminal justice agencies will intervene quickly and forcefully against those responsible; and (b) the group is there to support the gang members and youth with intensive services and employment.

Connecting gang members and young people to employment opportunities: The Coordinator will strengthen the County's capacity to place the gang members and young people identified as most likely to commit gun violence in quality employment opportunities. This includes developing and providing social services, "soft skills" training, ongoing support (such as mentoring and mutual support programs), and job training and placements.

Building a strategic law enforcement partnership: An essential component of this approach calls for criminal justice agencies to focus their enforcement efforts on the relatively small group of gang members and young people who "drive" gun violence as determined by the problem analysis described above – particularly to the extent that these gang members and young people disregard the message to cease gun violence.

V. **Funding**

Up to \$83,000 (eighty-three thousand dollars) is allocated in the AB 109 Public Safety Realignment/Community Programs Budget in Fiscal Year 2016-17 to fund Ceasefire Program coordination services.

VI. **Purpose, Scope of Services of RFQ**

A. **Purpose:**

The County seeks a responder to provide project development, management and coordination services to coordinate overall Ceasefire program operations in Contra Costa County, in support of a multi-year violence reduction strategy.

B. **Scope of Services**

Responders should indicate how they or their organization would address the following areas of



work and demonstrate capacity and experience in multiple realms, such as:

I. The Coordinator will support the working group process in the following ways:

1. Coordinate and manage an inter-agency working group of law enforcement agencies, community and social service representatives.
 - a. Coordinate date, time, and location of regular working group meetings
 - b. Set agendas for working group meetings
 - c. Facilitate working group meetings
2. Coordinate with the City of Richmond's Ceasefire program, to ensure countywide consistency of message and methods, developing implementation norms across the County.
3. Ensure working group is informed and up-to-date.
 - a. Work with relevant partners to prepare summaries/ "reports out" on upcoming call-ins and other communication efforts, law enforcement actions, community responses to violence, formal and informal services including but not limited to street outreach efforts, community advocate efforts
 - b. Confirm all working group members are aware of the goals of the effort
 - c. Ensure working group members have a clear sense of what agreements the group has reached about the design and implementation of the focused deterrence strategy
 - d. Maintain an understanding of the group's collective operational accomplishments, current challenges/violence dynamics, near and long-term goals
 - e. Take accurate and clear meeting notes, with a specific aim to track assignments, tasks, and deliverables
 - f. Orient and brief new working group members as appropriate
4. Ensure working group members feel valued and engaged.
 - a. Ensure follow through on RSVPs so there is advanced knowledge of who will be attending each upcoming meeting
 - b. Maintain regular attendance by the same agency or organization representatives and convey the agreement that participation is not "interchangeable"
5. Set strong group norms around effective project management.
 - a. Take notes on deliverables
 - b. Ensure there are person(s) and/or organization(s) responsible for each deliverable or commitment made in any given meeting
 - c. Follow through with individuals and/or organizations who have made commitments to specific deliverables
 - d. Ensure subgroups meet as necessary, are productive, and that their work is incorporated into agendas and "reports out" as appropriate
 - e. Follow through on own deliverables in a transparent way
 - f. Maintain group focus on what "can" be done versus what "should" be done

II. Organize and manage call-ins and other notification tools

1. Coordinate and leverage resources across committed partners to conduct call-ins and



- other related components of the focused deterrence communication strategy.
- a. Coordinate and manage tasks and logistics in the week(s) preceding call-ins and related communication efforts
 - b. Develop speaker lists
 - c. Work with relevant stakeholders to develop and vet participant lists, and ensure participant lists remain up-to-date leading up to the call-in or notification
 - d. Calendar and support invitation processes including mail and in-person invitations, document who is invited and method of invitation,
 - e. Schedule rehearsal(s) and confirm attendance of all relevant people
2. Ensure coordination and follow through of the focused deterrence message across stakeholder agencies through the following.
- a. Ad-hoc subgroup meetings with law enforcement partners, community partners, informal and formal service providers
 - b. Identify capable service providers for follow up with targets of outreach efforts
 - c. Ensure formal service providers follow through with commitments

III. Work with relevant stakeholders to ensure effective public communication and understanding of focused deterrence goals, strategy, operations and outcomes

1. Conduct individual and group stakeholder meetings as necessary to ensure the above
2. Work with community leaders and law enforcement to communicate strategy goals and mechanics to broader community audiences and enforcement agencies
3. Work with city officials to ensure effective representation of focused deterrence in local media
4. Develop reports back to the Community Corrections Partnership and other stakeholders across the County in writing and in person (separate and in addition to regular quarterly reporting)

IV. Identify goals of the intervention and the collection of data to track progress towards those goals

1. Collect and analyze basic data on gun violence, including the geographic location of violent incidents, demographic information on individuals involved in gun violence, and patterns of gang violence in Central and East Contra Costa County.
2. Recommend and track data measures to track progress of intervention strategy.

VII. 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 1 month of award;



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



REQUEST FOR PROPOSALS #1610-200
“CEASEFIRE PROGRAM COORDINATION SERVICES”

RFQ Requirements and Instructions



RFQ Requirements and Instructions for Responders

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

1. All responders shall submit one (1) original response package and eight (8) complete copies of the response, under sealed cover, by mail or hand-delivery to the CAO at 651 Pine Street, 10th Floor, Martinez, CA 94553 to be received **no later than 12:00 p.m. on Thursday, Nov. 17, 2016**. Each submission must be marked on the outside with the Responder's name and RFQ #1610-200. 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 RFQ. 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 Nov. 21, 2016**. 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. Any questions regarding this RFQ should be emailed to Lara.DeLaney@cao.cccounty.us on or before **12:00 p.m. on Nov. 7, 2016**. Please include RFQ #1610-200 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/2366/Services-Programs>. The CAO may extend the RFQ submission date, if necessary, to allow responders 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 and scoring factors are described below.



10. A Review Panel will evaluate responses received. The panel may be composed of representatives of the County Administrator's Office, the Probation Department, Public Health Department, the District Attorney's Office, and local law enforcement. (*Panel composition subject to change depending on availability of participants.*) On the basis of panel ratings recommendations, 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.
11. Only responders submitting a response in accordance with RFQ #1610-200 may appeal the RFQ process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Senior Deputy County Administrator; County Administrator's Office and received at 651 Pine Street, 10th Floor, Martinez, CA 94553, no later than **5:00 p.m. on Nov. 28, 2016**. Notification of a final decision on the appeal 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. 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.
12. Successful responders will be expected to promptly enter contract negotiation with the CAO. This may result in mutually agreed upon changes in plans or activities identified in the response. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFQ.
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. 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.
15. The contract from this RFQ will be for the Dec. 1, 2016 through June 30, 2017 period, with satisfactory performance as a condition of any future contract renewal.
16. Each response to this RFQ will be a public record that will be subject to disclosure under the California Public Records Act (Government Code, § 6250, et seq.) and the County's Better Government Ordinance (County Ordinance Code, Title 2, Division 25).



17. 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 #1610-200

“CEASEFIRE PROGRAM COORDINATION 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.
6. All information in the response package must be presented in the following sequence.

RESPONSE OUTLINE

I. Cover Letter

A cover letter with an original signature, **in blue ink**, attached to the original of the response must precede the résumé and narrative. Copies of the cover letter must also serve as a cover page to the remaining eight (8) response copies submitted.

II. Résumé/CV

Attach a current resume.

III. Response Narrative (not to exceed 10 pages)

1. Capacity and Capability of Delivering Services
 - a. Describe your (*and/or your agency's*) capacity to perform the described project development, management and coordination services in terms of skills and attributes.
 - b. Discuss your (*and/or your agency's*) expertise in group facilitation and project management of multi-stakeholder initiatives that engage public agencies, law enforcement, community-based organizations, and community members, including formerly incarcerated individuals.
 - c. Describe your (*and/or your agency's*) experience and expertise in working with public agencies, particularly those that are central to this project, including Police Departments, Probation, the District Attorney Employment



and Human Services, and Public/Behavioral Health, and/or community and faith-based organizations.

- d. Describe any conflicts of interest and/or potential conflicts of interest in detail with any proposed resolutions to allow the services to be completed objectively.
 - e. Describe your (*and/or your agency's*) experience and expertise in meeting the needs of diverse sub-populations.
2. Technical Expertise: Discuss your (*and/or your agency's*) subject-matter expertise in:
- a. focused deterrence and group violence prevention
 - b. racial and criminal justice reform facilitation and implementation
 - c. community engagement
 - d. racial and criminal justice reform data analysis and assessment
 - e. public presentation of data.
3. Experience with Similar Projects
- a. Describe any similar multi-sector projects/programs 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.
 - b. Describe any similar past projects that involved informal or formal collaboration with research partners or initiatives. Describe past experience collaborating with research partners and highlight any lessons applicable to this scope of work.
 - c. Describe your (*and/or your agency's*) experience in implementing start-up projects.
4. Implementation
- a. Attach a timeline that includes all phases of implementation, project milestones, and key activities. *The timeline will not count towards any page limit.*

IV. Letters of Recommendation

Provide no more than three (3) relevant letters of recommendation. These letters should speak specifically to your demonstrated experience and expertise.



REQUEST FOR QUALIFICATIONS #1610-200
“CEASEFIRE PROGRAM COORDINATION SERVICES”

RESPONSE REVIEW AND SELECTION



Response Review and Selection

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

Response Selection Methodology:

- A. CAO staff will review each response's adherence to RFQ specifications, including:
 1. Cover letter and Attachments
 2. Response Narrative
- B. All responses deemed responsive will be referred to the RFQ Review Panel.
 1. The panel may be composed of representatives of the County Administrator's Office, local law enforcement, Probation, the District Attorney's Office, and the Public Health Department. (*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 22.
 3. Interviews may be conducted on November 23, as needed.
- C. The Public Protection Committee will make recommendations for contract award to the Board of Supervisors after considering the recommendation of the Review Panel.



REQUEST FOR QUALIFICATIONS #1610-200
“CEASEFIRE PROGRAM COORDINATION 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 (*required but not rated*)

II. Résumé (0-20 points total)

A. Relevancy of responder's overall services/history (10 pts.)

B. Responder's qualifications as they relate to scope of work (10 pts.)

III. Response Narrative (0-80 points total)

A. Capacity to perform services: skills, qualifications, preferred attributes (20 pts.)

B. Experience with similar projects (30 pts.)

C. Expertise in subject matter and service approaches (10 pts.)

D. Experience with public agencies & community/faith-based organizations (10 pts.)

E. Implementation Timeline (10 pts.)

Total: 100 pts.



REQUEST FOR QUALIFICATIONS #1610-200

“CEASEFIRE PROGRAM COORDINATION 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. Cover Letter** attached as cover to each response. (Cover Letter#1 with original signature must accompany original response.)
- B. Résumé / Curriculum Vitae**
- C. Response Narrative**
- D. Letters of Recommendation**



REQUEST FOR QUALIFICATIONS #1610-200
“CEASEFIRE PROGRAM COORDINATION 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.