



Contra Costa County

REQUEST FOR QUALIFICATIONS (RFQ) # 1403-059 *West County Reentry Resource Center for AB 109 Program*

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$800,000 for "Implementation of a West County Reentry Resource Center" to serve as a central, site-based gathering place for learning, capacity-development and ready access to information and services for returning citizens, for the period June 1, 2014 through June 30, 2015.

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

Please read this entire packet carefully.

***Final responses will be due at 651 Pine Street, 10th floor, Martinez, CA 94553
by 5:00 PM on April 21, 2014.***

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

**An Optional Responders Conference will be conducted on Thursday, April 3, 2014
from 2:00 PM – 3:00 PM via conference call.**

To participate, please call 1-888-278-0254, participant code 677509#

If you would like to participate in the conference call,
you are requested to return the Responders Conference RSVP on page **37.**

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



Table of Contents

LEGAL CLASSIFIED NOTICE	Error! Bookmark not defined.
RFQ TIMELINE	4
PROJECT DESCRIPTION	Error! Bookmark not defined.
RFQ REQUIREMENTS AND INSTRUCTIONS FOR RESPONDERS	14
RESPONSE PREPARATION INSTRUCTIONS	19
RESPONSE REVIEW AND SELECTION.....	24
EVALUATION PROCESS/RATING SHEET	25
RATING SHEET	26
REQUIRED ATTACHMENTS AND RESPONDER CHECKLIST	28
FORM #1: RESPONSE COVER STATEMENT	30
FORM #2: RESPONDER'S STATEMENT OF QUALIFICATIONS	32
FORM #3: CONTRACTS AND GRANTS	35
RESPONDERS CONFERENCE RSVP FORM	36
COUNTY CONTRACT REQUIREMENTS.....	38
GENERAL CONDITIONS	40



Legal Classified Notice

**CONTRA COSTA COUNTY REQUEST FOR QUALIFICATIONS # 1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER**

The Contra Costa County Administrator's Office announces, on behalf of the Board of Supervisors, the issuance of Request for Qualifications (RFQ) #1403-059 making available up to \$800,000 for qualified individuals and agencies to site and manage the implementation of a West County Reentry Resource Center for the period June 1, 2014 to June 30, 2015.

Responses are due by **5:00 p.m. on April 21, 2014**, without exception. Additional information and RFQ copy is available at website: <http://www.co.contra-costa.ca.us/index.aspx?NID=2366> or by calling (925) 335-1097.

**RFQ TIMELINE**

1.	RFQ announced	Tuesday, April 1, 2014
2.	Written Questions Due from Responders	5:00 p.m., April 10, 2014
3.	Addendum Issued	April 14, 2014
4.	Response Submission Deadline	5:00 p.m., April 21, 2014 County Administrator's Office 651 Pine Street, 10 th Floor Martinez, CA 94553
<i>No response will be accepted after this date and time. Postmarked, facsimiled, or e-mail submissions will not be accepted.</i>		
5.	Review and rating process	April 23-25, 2014
6.	Notification of award recommendations	April 28, 2014
7.	Appeal period	April 28- May 1, 2014
8.	Deadline to submit appeal letters	5:00 PM, May 1, 2014
9.	Community Corrections Partnership Review	May 2, 2014
10.	Public Protection Committee Review	<i>To Be Determined</i>
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the May 13, 2014 Board of Supervisors' agenda		



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

Project Description

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I. Introduction

The Contra Costa County Administrator's Office (CAO), on behalf of the Board of Supervisors, is issuing this Request for Qualifications (RFQ) #1403-059 to receive qualifications from individuals and agencies to site and manage the implementation of a West County Reentry Resource Center in Contra Costa County. Based on the response to this solicitation for qualifications, Contra Costa County (County) plans to contract with service providers for an initial period of June 1, 2014 to June 30, 2015. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded entities during the initial contract period.

Private, not-for-profit organizations, for-profit organizations, public agencies, individuals, and not-for-profit institutions of education with experience in developing and implementing resource centers are invited to submit Responses.

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

II. Synonymous Terms

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

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

III. Background

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



On a prospective basis, the legislation:

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

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

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

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

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

- Use a holistic, systemic, and inclusive approach that involves federal, state and local government stakeholders, community organizations, advocates, the formerly incarcerated, and family and community members;
- Adopt strategies that draw on evidenced-based approaches and practices;

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



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

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

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

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

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



Implementation of (3) One-Stop Centers	\$1,200,000
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AB 109 Service Delivery Model in Contra Costa County

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

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

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

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

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

In addition to the coordinated care system described above, County allocated AB 109 funding to the Public Defender and District Attorney (DA) for staff to provide Arraignment Court Early

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



Representation (ACER), which provides for representation at arraignment for indigent clients; a full-time Clean Slate paralegal to aid County residents seeking expungement; an additional Assistant District Attorney and Assistant Public Defender for Domestic Violence filings; three additional Victim Witness Advocates; and a Reentry Attorney in the DA's office to research and implement alternative sentencing strategies.

In addition to funds for operational expenses, Sheriff's Office staffing expanded through AB 109 to include 19 additional sheriff deputies and a sergeant to oversee corrections, several support staff, and an AB 109 Program Analyst to coordinate jail-based and community programs. Additional funds for facility updates and renovations were secured in FY 2012-13 and 2013-14. Approximately \$3 million dollars is currently held in reserve for potential expansion at the West County Detention Facility.

Through the FY 13-14 AB 109 Public Safety Realignment budget, Detention Health Services has also expanded nursing staff at West County and Marsh Creek Detention Facilities and added a Mental Health Clinician as well.

In recognition of the impacts of Realignment on local law enforcement, the cities of Richmond, Concord, Pittsburg and Antioch received funding for 4 additional officers as the cities most impacted by crime in order to coordinate more closely with County Probation.

Finally, the County is developing a pre-trial program that is expected to launch in March 2014 that will incorporate interviews by Probation staff using the Virginia Pretrial Risk Assessment Instrument³ to develop reports/recommendations available at arraignment to aid in increased pretrial release for individuals based upon a manageable risk to public safety and likelihood of court appearance.

Data collection and evaluation efforts are intended to aid in measuring the efficacy of the County and community services and programs over time.

IV. Overview of AB 109 Population in Contra Costa County

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

Demographic Highlights

The County is partnering with organizations that have expertise in delivering reentry services to a diverse population assessed as moderate or high risk to re-offend. Successful responders will demonstrate understanding of the demographics and criminogenic risks and needs of justice-

³ VanNostrand, M. & Rose, K. J. (2009). The Virginia Pretrial Risk Assessment Instrument. Retrieved from <http://www.dcjs.virginia.gov/corrections/riskAssessment/assessingRisk.pdf>.



involved individuals and articulate a track record of experience providing commensurate evidence-based services and interventions.

Since October 1, 2011, the AB 109 unit of the Contra Costa County Probation Department has supervised 738 clients, 425 under Post-Release Community Supervision and 313 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 37 and the majority of clients are 18 to 45 years old.

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

As of February 1, 2013, the AB 109 unit actively supervised 465 clients residing in Contra Costa County. Approximately 200 (43%) reside in East County (Antioch, Bay Point, Brentwood, Discovery Bay, Oakley, Pittsburg), approximately 145 (30%) reside in West County (Crockett, El Sobrante, Hercules, Pinole, Richmond, Rodeo, San Pablo), approximately 120 (25%) reside in Central County (Clayton, Concord, Lafayette, Pacheco, Martinez, Pleasant Hill, Walnut Creek), and 2% of AB 109 clients reside in other counties (Alameda, Sacramento, Solano, Yolo).

In East County, 88% of AB 109 clients reside in Antioch, Pittsburg and Bay Point. In West County, 83% reside in the cities of Richmond and San Pablo. In Central County, 80% reside in Concord and Martinez.

Table 1: County AB 109 Population Demographics (October 1, 2011 to February 1, 2013)*

	PRCS	1170(h)	Total
Total Clients	425	313	738
Gender			
Male	393	271	90%
Female	31	42	10%
Other	1	0	< 1%
Age			
Average Age	38	37	37
18-25	12%	8%	10%
26-35	33%	43%	37%
36-45	29%	29%	29%
46-55	22%	15%	19%
56-65	4%	5%	4%
66+	< 1%	0%	0%
Race/Ethnicity			
White	32%	42%	36%



Black	45%	27%	37%
Hispanic	19%	15%	17%
Asian	< 1%	NA	< 1%
Pacific Islander	NA	NA	NA
Filipino	< 1%	< 1%	< 1%
Samoan	< 1%	NA	< 1%
Native American	NA	NA	NA
Other	< 1%	NA	< 1%
Unknown	3%	16%	7%

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

V. Funding

Up to \$800,000 (eight hundred thousand dollars) is allocated in the AB 109 Public Safety Realignment Budget in Fiscal Years 13-14 and 14-15 to fund the implementation of a West County Reentry Resource Center, and the contract period is from June 1, 2014 through June 30, 2015. The Contra Costa County Administrator's Office will administer these funds.

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

VI. Purpose, Services, and Outcomes of RFQ

A. Purpose:

The Contra Costa Board of Supervisors has directed the County Administrator's Office to issue this Request for Qualifications to identify outstanding candidates to implement the Plan developed for a West County Reentry Resource Center.

B. Services and Desired Outcomes:

Consistent with the implementation plan (the Plan) that is available [how] and that is incorporated into this RFQ by reference, the Contractor will open and operate a Reentry Resource Center (the Center) in West Contra Costa County to serve formerly incarcerated adult men and women ("Clients").

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

In accordance with and reflecting the Plan, the Contractor will operate the Center as a collective impact initiative, partnering with multiple public agencies and private nonprofit organizations (the Partners) to provide co-located, integrated, on-site services to support Clients' successful reintegration into the community and increase public safety by reducing



recidivism.

Consistent with this model, the Center will be managed by an administrative staff that will serve as the “backbone” to operate the Center and to support, coordinate, and oversee the work of the Partners. Partners will place staff on-site, on schedules to be determined by the Center and the Partners, to provide accessible, appropriate, and responsive services. It is expected that the Partners will provide their staff as in-kind donations and will not be directly compensated through the Center’s budget.

As explained in the Plan, the Center’s work will be governed by a Steering Committee comprised of public, nonprofit, and community representatives. The Contractor is expected to collaborate with the Steering Committee to guide the Center’s work to achieve collective impact, achieve its mission, and ensure sustainability.

Operating as one element within a larger system of care, the Center is expected to work with multiple stakeholders to accomplish its work and advance excellence, efficiency, and effectiveness across West County.

The Center is also expected to collaborate with the office of the Reentry Coordinator and with Network or Center managers in other regions of the County, to advance the system’s integration, efficiency, and excellence.

VII. Contract Monitoring and Evaluation

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

At a minimum, contractors will be expected to:

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

The CAO will:

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



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

RFQ Requirements and Instructions

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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 original response package and eight (8) complete copies of the response, under sealed cover, by mail or hand-delivery to the CAO at 651 Pine Street, 10th Floor, Martinez, CA 94553 to be received **no later than 5:00 p.m. on Monday, April 21, 2014**. Each submission must be marked on the outside with the Responder's name and RFQ #1403-059. Any response received after the deadline will be rejected. Postmarks and faxed submissions are not acceptable.
2. The CAO will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFQ. Proposers that are non-compliant with technical requirements will not move forward to the Review Panel.
3. Responses and required attachments shall be submitted as specified and must be signed by officials authorized to bind the responder to the provisions of the RFQ. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
4. A response may be withdrawn in person by a responder's authorized representative prior to **12:00 Noon on April 22, 2014**. If withdrawing a response, the responder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the response.
5. An optional conference for prospective responders will be held on April 3, 2014 at 2:00 p.m. via conference call to answer questions about the RFQ process. To participate in the Responders Conference, please call 1-888-278-0254, code 675509.
6. Prospective proposers are requested to return the Responders Conference RSVP on page **37**.
7. Any questions regarding this RFQ should be emailed to Lara.DeLaney@cao.cccounty.us on or before 5:00 p.m. on April 10, 2014. Please include RFQ #1403-059 in the subject line.
8. The CAO may amend this RFQ, if needed, to make changes or corrections to specifications or provide additional data. Amendments will be posted at <http://www.co.contra-costa.ca.us/index.aspx?NID=2366> and, if after the optional bidders conference, emailed to all those attending. The CAO may extend the RFQ submission date, if necessary, to allow responders adequate time to consider additional information and submit required data.
9. 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.



10. 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.
11. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFQ. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response. Evaluation criteria and weight factors are described below.
12. A Review Panel will evaluate all responses received. The panel will be composed of CAO staff, the County Reentry Coordinator, the 2 members of the CCP designated as representatives to the Steering Committee, a person with direct experience of incarceration and reentry into West Contra Costa County, staff person of a CBO performing reentry related services, and a member of the Community Advisory Board. 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.
13. Only responders submitting a response in accordance with RFQ #1403-059 may appeal the RFQ process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Senior Deputy County Administrator; County Administrator's Office and received at 651 Pine Street, 10th Floor, Martinez, CA 94553, no later than **5:00 PM on May 1, 2014**. Notification of a final decision on the appeal shall be made in writing to the responder. When submitting, an appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:
 - Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
 - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - A violation of State or Federal law.
 - Notification of a final decision on the appeal by the CAO shall be made in writing to the responder within five (5) days, and the decision of the CAO shall be final and not subject to further review.
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 RFQ.



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. Selected contractor(s) will be responsible for all services offered in their response, whether or not contractor(s) perform them directly or through subcontractors in multiple agency collaboration.
17. 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.
18. Contracts from this RFQ will be for the June 1, 2014 through June 30, 2015 period, with satisfactory performance as a condition of any future contract renewal.
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 QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

RESPONSE PREPARATION INSTRUCTIONS

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RESPONSE PREPARATION INSTRUCTIONS

For the purposes of this RFQ, responses should address the following key concepts and goals:

RESPONSE INSTRUCTIONS

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents.
2. Each responder must submit one (1) original package and eight (8) complete copies with attachments included, unless otherwise noted on Respondent's Checklist.
3. Response materials are to be double-spaced on 8 1/2" x 11" paper (recycled preferred) with no less than 1" margins on all sides using an easy to read 12-point font. Total response should not exceed 20 pages excluding cover statement, table of contents, responder overview, budget, timeline, MOUs/letters of support, and required attachments.
4. Pages must be stapled together and numbered consecutively with each section identified by an appropriate Roman numeral.
5. Forms 1-3 (attached to this RFQ) are to be fully completed and attached in the order indicated on the Responder's Checklist.
6. All information in the response package must be presented in the following sequence. *(This listing shall comprise the Response Table of Contents.)*

RESPONSE OUTLINE

I. Cover Statement (Form #1)

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

II. Responder Overview

- A. Your organization's history, years in operation, and number of years providing services described herein.
- B. Your organization's primary areas of expertise and current core services.
- C. Your organization's qualifications (including resources and capabilities) as they relate to the scope of services described herein.
- D. Proposed staffing for this project, including their roles on this project, their



qualifications and their credentials (*CVs or job descriptions may be included as an attachment that will not count against the page limit*).

III. **Response Narrative** (not to exceed 20 pages)

A. **Approach to the Scope of Work**

1. Describe your approach to developing, opening, and operating the Center, including methods, activities, anticipated service array and structure, and phases of implementation.
2. Describe your plan to identify, prepare, and open the physical facilities. Describe the site's anticipated hours of operation, geographic location, access to public transportation, parking, ADA compliance, and anticipated facilities use, including reception & waiting areas, individual and group service rooms, administrative areas, and records management.
3. Describe your approach to fostering collective impact among Partners, cultivating consistent practices and attitudes, and managing both administrative and programmatic operations involving multiple partners with diverse skill sets, responsibilities, values, and attitudes.
4. Describe your approach to supporting ongoing quality improvement among Partners and to advancing professional capacities and effective practices for local nonprofit/public stakeholders connected to the Center's work. Include information on your systems of internal training, programmatic review and quality improvement, clinical design (including curriculum selection and fidelity procedures).

B. **Technical Expertise**

1. **Service-related expertise:**
 - Discuss your expertise as it relates to developing and implementing programs to address risks and needs as they relate to the criminal-justice population, criminal justice systems and other systems of care, AB 109 Public Safety Realignment, and incarceration and reentry in Contra Costa County.
 - Describe your experience in developing and managing peer-based services, including mentoring or coaching programs.
 - Describe your experience in implementing start-up projects.
 - Describe your experience in operating multi-service centers.
2. **Subject-specific expertise:**
 - Discuss your expertise as it relates to cultural competency, evidence-based



practices, trauma-informed care, and client-centered service approaches.

- Describe your experience and expertise in meeting the needs of diverse sub-populations, including transitional age youth, women, parents, LGBTQ, Veterans, dually-diagnosed, and 290 status individuals.
- Describe your experience in developing, operating, or participating in Jail to Community initiatives.

3. Partnership experience:

- Describe your experience and capacity as they relate to developing and managing multi-sector partnerships, including co-located and integrated services to advance successful reentry for criminal-justice-involved populations.
- Describe your experience and expertise in working with public agencies, particularly those that are central to this project, including the district attorney, public defender, Sheriff's department, and behavioral health.

4. Data and information management:

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

C. Experience with Similar Programs/Projects

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

IV. Proposed Budget & Budget Narrative *(not to exceed 4 pages, including narrative)*

- A. Estimate the cost for the program. Identify both one-time and ongoing costs. If you anticipate supporting the Center's operations through additional funds (in-kind or hard-dollar), identify the sources and uses of those funds within the budget.



- B. If you anticipate using subcontractors or partners, explain the proposed scope and costs anticipated for their services; include MOUs to substantiate your plan.
- C. In your budget narrative, provide supporting detail to ensure clear understanding of funding uses, including administrative staff, start-up costs, contractors, and in-kind service providers.

V. **Timeline (no more than 2 pages)**

- A. Provide a Gantt chart or similar structure to outline the project's activities, phases, and milestones. For each identified action and task, the chart should show responsibilities (persons, organizations, agencies), dependencies (actions and tasks which must be completed before subsequent actions and tasks may be initiated or completed), and milestones (significant dates in the implementation process).

VI. **Memoranda of Understanding (no more than 10 MOUs)**

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



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

RESPONSE REVIEW AND SELECTION

DRAFT



RESPONSE REVIEW AND SELECTION

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

Response Selection Methodology:

- A. CAO staff will review each response's adherence to RFQ specifications, including:
 - 1. Response Cover Statement
 - 2. Response Narrative
 - 3. Agency Information (including required attachments)
- B. All responses deemed responsive will be referred to the RFQ Review Panel.
 - 1. The panel will be composed of CAO staff, the County Reentry Coordinator, the 2 members of the CCP designated as representatives to the Steering Committee, a person with direct experience of incarceration and reentry into West Contra Costa County, staff person of a CBO performing reentry related services, and a member of the Community Advisory Board.
 - 2. The Review Panel will review all qualified responses and evaluate and score all service elements utilizing the evaluation criteria outlined on **page 27**.
- C. The Public Protection Committee will make recommendations for contract awards to the Board of Supervisors after considering the recommendations of the Review Panel.



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

EVALUATION PROCESS/RATING SHEET

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RATING SHEET

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

Program Elements and Possible Score

I. Response Cover Statement - *required but not weighted*

II. Responder Overview (0-10 points total)

- A. Relevancy of responder's overall services/history (3 pts.)
- B. Responder's qualifications as they relate to scope of work (3 pts.)
- C. Overall agency and specified staff with relevant experience and expertise (4 pts.)

III. Approach to the Scope (0-40 points total)

- A. Approach to developing the Center (15 pts.)
- B. Approach to fostering collective impact (5 pts.)
- C. Approach to ongoing service quality (5 pts.)
- D. Plan to locate and open the facility (15 pts.)

IV. Technical Expertise (0-30 points total)

- A. Service-related expertise (10 pts.)
- B. Subject-specific expertise (10 pts.)
- C. Partnership expertise (5 pts.)
- D. Data and information management expertise (5 pts.)

V. Responder's Experience with Similar Projects (0-10 points total)

- A. Relevance of responder's current or past experience and demonstrated ability of applicant to implement Plan

VI. Cost Estimate (0-10 points total)

- A. Project costs are reasonable. Cost explanations are clear and demonstrate roles of proposed staffing.

Total: 100 pts.



REQUEST FOR QUALIFICATIONS # 1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

REQUIRED ATTACHMENTS AND RESPONDER CHECKLIST

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REQUIRED ATTACHMENTS AND RESPONDER CHECKLIST

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

- ☐ **A. Response Cover Statement (Form #1)** attached as cover to each response
- ☐ **B. Table of Contents**
- ☐ **C. Response Narrative**
- ☐ **D. Curriculum Vitae/Resumes of key staff**
- ☐ **E. Responder's Statement of Qualifications (Form #2)** completed and signed by an Authorized Representative such as the Executive Director. (Form #2 with original signatures must accompany original response.)
- ☐ **F. Responder's Contracts and Grants (Form #3)** completed and signed by an Authorized Representative such as the Executive Director. (Form #3 with original signatures must accompany original response.)
- ☐ **G. Responders Conference RSVP**



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

FORM #1

RESPONSE COVER STATEMENT

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**FORM #1: RESPONSE COVER STATEMENT****IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER**

Responder _____

Business Address _____

Phone: _____ Email: _____ Year Founded: _____

Contact Person & Title: _____

501(c)3 Yes _____ No _____ Exemption Expiration Date _____

Other (explain): _____

Federal Employer Number _____

List Collaborative Partners, if applicable: _____

We submit the attached response and attachments in response to Contra Costa County's Request for Qualifications #1403-059 and declare that:

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

Authorized representatives: (two signatures required)

Name & Title: _____

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

Name & Title: _____

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

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



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

FORM #2

RESPONDER'S STATEMENT OF QUALIFICATIONS

DRAFT

**FORM #2: RESPONDER'S STATEMENT OF QUALIFICATIONS**

1. List any licenses or certifications held by the responder, with expiration dates.
2. Financials and Fiscal Management
 - A. Who administers your fiscal system?
Name: _____
Phone: _____
Title: _____
Work Schedule: _____
 - B. What CPA firm maintains or reviews your financial records and annual audit, if applicable?
Name: _____
Phone: _____ Email: _____
Address: _____
3. Business Identity
 - A. Number of years responder operated under the present business name.
 - B. List related prior business names, if any, and timeframe for each.
4. Number of years providing services described in this response or related services _____
5. Has responder failed or refused to complete any contract? ☐ Yes ☐ No
If yes, briefly explain: _____

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

**FORM #2, CONTINUED**

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

If yes, please list: _____

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

If yes, please explain: _____

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

Name and Title
(Executive Director or equivalent)

Date

Name and Title
(Board President or equivalent)

Date

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



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

FORM #3

CONTRACTS AND GRANTS

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**FORM #3: CONTRACTS AND GRANTS**

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

A. Contact Name & Phone for Contractor/Grantor

B. Services Provided

C. Contract Dates

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

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

Name and Title
(Executive Director or equivalent)

Date

Name and Title
(Board President or equivalent)

Date

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



RESPONDERS CONFERENCE RSVP FORM

To: Lara DeLaney, Senior Deputy County Administrator

County Administrator's Office

Attention: RFQ #1403-059

Lara.delaney@cao.cccounty.us

Re: Attendance at Responders Conference for RFQ #1403-059

I/We plan to participate in the Responders Conference:

Name(s): _____

Organization: _____

Email: _____

Phone: _____

Please return the completed form to the above email address by 5:00 pm, **Wednesday, April 2, 2014.**



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

County Contract Requirements

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COUNTY CONTRACT REQUIREMENTS

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

1. Parties to the Contract
2. Effective Dates
3. Legal Authority
4. Signatories to the Contract
5. Service Specifications and Provisions for Reporting, Monitoring, and Evaluation
6. Fiscal Provisions
 - A. Method of payment to contractor. Either a fee-for-services contract or a cost reimbursement contract may be negotiated with responder at County's option.
 - B. Program budget segregated into personnel and operating costs, indirect costs and revenue (if any) to allow determination of reasonableness and allocability of line items.
 - C. Provisions for audit.
7. General Conditions

Contractors must comply with standard County Contract General Conditions, included below.
8. Special Conditions, as required.

Contractors may have to satisfy additional insurance requirements prior to contract effective date. No contractor will be reimbursed for service until insurance requirements are met.



REQUEST FOR QUALIFICATIONS #1403-059
IMPLEMENTATION OF A WEST COUNTY REENTRY RESOURCE CENTER

Contract General Conditions

DRAFT



GENERAL CONDITIONS

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

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

This special condition is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.
 - B. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts



of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds \$5,000.

5. Termination and Cancellation

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

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

C. Cessation of Funding. Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

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

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.

8. Modifications and Amendments.

A. General Amendments. This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

B. Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.

9. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance



with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

- A. This Contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.
- B. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefore, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- A. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.



B. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

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

18. **Indemnification.** Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditure, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

A. **Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

B. **Workers' Compensation.** Contractor shall provide workers' compensation insurance coverage for its employees.



- C. Certificate of Insurance.** The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.
- D. Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days' written notice to County before cancellation or material change of the above specified coverage.
- 20.** All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.
- 21. Primacy of General Conditions.** Except for Special Conditions that expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.
- 22. Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
- 23. Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
- 24. No Third-Party Beneficiaries.** Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.
- 25. Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable



license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

- 26. Endorsements.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
- 27. Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until County receives the audit from Contractor.
- 28. Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.