



Contra Costa County

REQUEST FOR INTEREST (RFI) #1902-325

AB 109 Civil Legal Services

The Contra Costa County Administrator's Office of Reentry & Justice (ORJ) is pleased to announce, on behalf of the Board of Supervisors, the solicitation of interest from Responders to provide residents returning to communities in the County after periods of incarceration with Civil Legal services for the period of July 1, 2019 to June 30, 2022.

This RFI is a process by which the County solicits interests from Responders who may be selected to enter into a contract with the County for the provision of these kinds of services.

Please read this entire packet carefully.

Final responses will be due at 651 Pine Street, 10th floor, Martinez, CA 94533

by 12:00 p.m. (noon) on Thursday, February 28, 2019.

Written questions about the RFI can be submitted to donte.blue@cao.cccounty.us by 12:00 p.m. on Thursday, February 21, 2019, and must include "RFI# 1902-325" in the subject line to be considered.

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

CONTRACT AWARD

The County may award a Contract to a qualified Responder who is the sole entity expressing an interest to provide any of the services identified in this document. Nothing shall be binding upon the County until an Agreement is signed by duly authorized representatives of both the Contractor and the County. The term of any agreement awarded as a result of this Request for Interest will be for three years.

Do not submit a cost proposal at this time. If your firm is deemed qualified, proposals for costs and program designs will be requested as needed.

CORRESPONDENCE

As of the issuance of this RFI, Vendors are specifically directed not to contact personnel of the County Administrator's Office (CAO) for meetings, conferences or technical discussions related to this RFI. Failure to adhere to this policy may result in disqualification of the Responder.



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RFI Timeline

a.	RFI announced	Friday, February 15, 2019
b.	Written Questions Due from Responders	12:00 p.m., Thursday, February 21, 2019
c.	Addendum Issued	Friday, February 22, 2019
d.	Response Submission Deadline	12:00 p.m., Thursday, February 28, 2019 County Administrator's Office 651 Pine Street, 10 th Floor Martinez, CA 94553
<i>No response will be accepted after the response submission deadline. Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
e.	Notification to Responders	Wednesday, March 6, 2019
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the June 11, 2019 Board of Supervisors' agenda.		



Statement of Services

I. Introduction

The Contra Costa County Administrator's Office of Reentry & Justice (ORJ), on behalf of the Board of Supervisors, is issuing this Request for Interest (RFI) #1902-325 to receive Statements of Interest from Contractors to provide AB 109-funded reentry services for the County that include civil legal services in each region of the County.

Based on the response to this solicitation, Contra Costa County (County) plans to identify potential Contractors for the contract period of July 1, 2019 to June 30, 2022. The County will retain the discretion to renew any contract ultimately issued, contingent on availability of funding and demonstrated successful performance by funded Contractors during the contract period.

Private and public not-for-profit organizations and for-profit organizations with experience in providing services in the described areas are invited to submit a response. If you are interested in, and capable of, providing the requested services by contract with the County, please carefully review this RFI and submit your response as directed in the "Response Format and Content" section of this solicitation. 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 to this RFI.

II. Synonymous Terms

As used throughout this RFI, 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. Statement, Response
- F. "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 housing and supervising certain individuals, who have been convicted of specified low-level felonies, 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 for this "realigned" population. AB 109 took effect October 1, 2011 and realigned three major areas of the criminal justice system.



On a prospective basis, the legislation:

- Transferred the location of incarceration, pursuant to Penal Code 1170 (h), from state prison to local county jail for individuals convicted of specified felonies that are nonviolent, non-serious, and non-sex crimes, and provided for local post-release Mandatory Supervision of such individuals upon their release;
- Transferred responsibility from the state to counties for the community supervision of individuals when they are released from custody after completing a prison sentence for specified felonies that are nonviolent, non-serious, and non-sex crimes by creating a new category of local supervision called Post-Release Community Supervision (PRCS);
- Transferred the housing responsibility for parole and PRCS revocations such that custody time is now served in local county jails.

AB 109 also created an Executive Committee for each county's Community Corrections Partnership (CCP) and tasked this committee with recommending a plan for implementing Public Safety Realignment to the County Board of Supervisors. 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 Employment and Human Services Director. The Contra Costa County Board of Supervisors adopted the Contra Costa County Realignment Plan on October 4, 2011 (Agenda Item D.5).

On August 24, 2012 the Executive Committee of the CCP unanimously agreed that the following goals would guide the planning for Public Safety Realignment:¹

- 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 evidence-based approaches and practices;
- Target high- to moderate-risk probationers and parolees through the use of evidence-based tools;
- Emphasize geographic areas from which a disproportionate number of formerly incarcerated people are drawn and to which they return;
- Incorporate assessment and case management tools targeting continuous reentry planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release;
- Embrace a commitment to the continuous and appropriate delivery of drug treatment, medical care, job training and placement, educational services, cognitive behavioral therapy and/or other service essential to reentry;
- Provide for independent evaluations of reentry programs using, when feasible, random assignment and controlled studies to determine effectiveness of programs and services provided; and

¹The goals were derived from the County's 2010 Reentry Strategic Plan available at: <http://www.cccounty.us/DocumentCenter/View/25650>.



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

A Community Advisory Board (CAB) was formally recognized by the CCP Executive Committee in December 2012 to provide input on community needs, assess implementation of the realignment plan, review data on realignment outcomes, advise the CCP on community engagement strategies, offer recommendations for ongoing realignment planning, advise County agencies regarding programs for implementation in the County, and encourage outcomes that are consistent with the County's Reentry Strategic Plan.² Since 2011 the CAB has made annual recommendations to the CCP Executive Committee on the funding of programs and services that would aid in the effort to reduce recidivism and improve reentry outcomes for the "realigned" population.

CAB has also made numerous policy recommendations that are intended to improve access to, and delivery of, reentry services provided to the "realigned" population by both County and contracted agencies. Among CAB's recommendations was the creation of an Office of Reentry and Justice to better align and coordinate the County's complex array of current and future reentry and justice related initiatives. The ORJ was created in January 2017 and continues to provide the County with a ready source for subject matter expertise, knowledge of best practices, program evaluation, and project administration. The ORJ provides both management and oversight of the contracted community programs that are funded with revenue from AB 109.

IV. Project Description

To help residents successfully reintegrate into the communities they return to after a period of incarceration, the County seeks to implement a reentry service delivery system comprised of the most needed core services supplemented by additional supportive services, that can be accessed through a first-stop service hub. A key element to this approach is being able to provide the returning resident with an environment where they are able to successfully leverage the benefits of stable housing and gainful employment into an ability to meet other identified needs and overcome barriers to their reintegration.

In 2019, the County intends to contract with community-based providers to provide the core reentry services of short and long term housing assistance, employment support and placement services as well as an array of supportive services that include family reunification, mentoring, and civil legal services. This RFI is part of a process to identify a contractor qualified to provide civil legal services to returning residents in each region of the County.

To help link returning residents to the array of reentry services they need, and also to connect service providers to those needing their services, the County funds first-stop reentry service hubs in the form of a Reentry Network System of Services³ (Network) that operates in the East and

2 Most recent Reentry Strategic Plan available at: <http://www.cccounty.us/DocumentCenter/View/56655>

3 Network Plan available at: <http://www.cccounty.us/DocumentCenter/View/30063>



Central regions of the County and a Reentry Resource Center⁴ (Center) that assists individuals and families seeking reentry services in the County's West region.

A contractor providing the County with any of the supportive services of the local reentry system will be expected to provide such services utilizing a program model that is informed by research and an understanding of what works for the reentry population. The service must be accessible to those entering the reentry system through the appropriate regional reentry service hub, and their project to be integrated with the other core and supportive services of the County's reentry system. This integrated service approach will require an understanding of the service delivery models used by the Network and the Center, and a commitment to working in partnership with the other agencies providing reentry services in the County to ensure the civil legal services being provided in relation to this project are in support of the larger reentry goals of each person receiving such services.

V. Funding

Up to \$ 471,000 has been allocated to fund the implementation of Civil Legal Services for three years beginning on July 1, 2019, and with an expected end date of June 30, 2022.

VI. Purpose and Scope of Services

A. Purpose

The purpose of this Request for Interest (RFI) is to solicit the interest of qualified contractor(s) able to provide civil legal services to the County as a supportive service of the County's larger reentry service delivery system. After a review of the submitted statements, those Responders deemed qualified will be eligible to either enter directly into a contract with the County to provide the services described in this RFI or participate in a subsequent process to evaluate vendor proposals to provide such services.

B. Scope of Services

It is the expectation of the County that by expressing interest to provide any of the services described in this RFI, the successful Responder will be able to begin provision of the services no later than August 1, 2019.

1. CIVIL LEGAL SERVICES

A successful Responder will be expected to be able to provide

- a. Civil legal services to at least 100 program participants annually that reside anywhere in the County
- b. Civil legal services funded as part of this project shall be strictly limited to providing advice and representation in the following areas:
 - 1) Advising on early termination of a term of community supervision
 - 2) Removing barriers to professional licenses and certifications
 - 3) Removing barriers to obtaining a valid state issued driver's license

⁴ Center Plan available at: <http://www.cccounty.us/DocumentCenter/View/30064>



- 4) Helping to obtain or retain public benefits
- 5) Responding to employment and housing discrimination
- 6) Responding to consumer protection violations, including issues with debt collection practices, background checks and credit reporting
- 7) Remedying civil asset forfeitures and the collection of fines and fees
- 8) Assisting with other legal or quasi-legal matters impacting access to housing and employment
- 9) Family law matters including custody, visitation, guardianship, protective orders, and divorce
- 10) Criminal record remedies including challenges or changes to sex offender registration requirements
- 11) Deportation defense and other related immigration actions
- 12) Providing public education about rights and responsibilities of returning residents in relation to all of the above

It shall be noted that while civil legal services in the areas described above may range from providing general legal information to the full representation of a client in some legal matter, in no event may the legal services provided through this project be used to provide any level of legal advice or representation in any administrative, quasi-judicial, or judicial proceedings against the County.

VII. Contract Monitoring and Evaluation

On behalf of the County Administrator's Office, the ORJ will actively monitor all services provided as a part of the contract that results from this RFI process. This monitoring will determine if the Contractor is performing as intended and if good cause exists to terminate the contract prior to the end of the three-year contract term.

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 ORJ 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.



RFI 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 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, February 28, 2019**. Each submission must be marked on the outside with the Responder's name and RFI #1902-325. Any response received after the deadline will be rejected. **Postmarked, faxed and e-mailed submissions are not acceptable.**
2. The ORJ will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFI. Responses 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. on March 4, 2019**. If withdrawing a response, the person must be a signatory or identified point of contact in the response, provide appropriate government issued picture identification (i.e. driver's license), and sign a receipt attesting to his/her withdrawal of the response.
5. Any questions regarding this RFI should be emailed to donte.blue@cao.cccounty.us on or before **12:00 p.m. on February 21, 2019**. You must include "RFI #1902-325" in the subject line of the email.
6. The ORJ may amend this RFI, if needed, to make changes or corrections to specifications or provide additional information. Amendments will be posted at <http://www.co.contra-costa.ca.us/2366/Services-Programs>. The ORJ may extend the RFI submission date, if necessary, to allow Responders adequate time to consider amendments and submit required information.
7. The RFI process may be canceled in writing by the ORJ prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the County's best interest.
8. With respect to this RFI, 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 RFI. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response.



10. All responses will be reviewed by the ORJ, and Responders will be notified of the ORJ's contract award 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 RFI #1902-325 may appeal the RFI process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Senior Deputy County Administrator and Director, County Administrator's Office of Reentry & Justice and received at 651 Pine Street, 10th Floor, Martinez, CA 94553, no later than **5:00 p.m. on March 8, 2019**. 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 ORJ 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 remedy 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 RFI 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 into contract negotiation with the ORJ. 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 the County in releasing this RFI. 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.
13. Once in contract, the Contractor will be expected to make services provided under the Contract available to Clients within 30 days of the effective date of the Contract.
14. The contract from this RFI will be for the period of July 1, 2019 through June 30, 2022.
15. Each response to this RFI 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) once a contract is awarded by the County's Board of Supervisors, or this RFI process is canceled.



Response Format and Content

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.
2. 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 2 pages excluding cover sheet and required attachments.
3. Pages must be numbered consecutively with each section identified by an appropriate Roman numeral.
4. All information in the response package must be presented in the following sequence.

RESPONSE OUTLINE

SECTION I – COVER SHEET AND TABLE OF CONTENTS

I.1 Cover Sheet (Form #1)

The Statement Cover Sheet with original signatures, **in blue ink**, of the bidder's Board of Directors' President and Executive Director (*or equivalent titles*) must be attached as the top document of the response packet and precede both the Table of Contents and the response Statement of Interest.

I.2 Table of Contents

SECTION II—STATEMENT OF INTEREST

The Statement of Interest (SOI) should indicate sufficient experience and the technical skills to perform the services identified in Section VI of this document's "Statement of Services."

To be eligible for consideration, the SOI, excluding required attachments and forms, shall not exceed a total of 2 single-sided, 8.5" x 11" pages.

The Responder shall prepare a Statement of Interest which:

- a) Describes any experience your organization has providing services of a similar size, scope, and complexity to those identified in this RFI on behalf of a government agency. Include the number of years you have been performing similar services, and outcomes of service delivery.



- b) Describes how the Responder will be able to begin the delivery of services to clients within the time limits identified in Section VI.B of this document's "Statement of Services."
- c) Provide the qualifications, education, and experience of key staff, partners or consultants that you expect to work on this project. If staff must be hired for a key role, please use this part to describe the knowledge, skills, and education you expect a qualified applicant to this key position to have. Emphasize the specific qualifications and experience as they relate to similar projects, especially to the extent those projects provided services to formerly incarcerated and/or justice involved individuals.

II.1 Additional Relevant Information

You may provide additional relevant information in your SOI that may be helpful in the selection process, but the total length of the SOI shall not exceed the previously stated limits.

SECTION III – ORGANIZATIONAL CHART

Attach a current organizational chart to the response after the Statement of Interest. *The organizational chart will not count towards any page limit.*

SECTION IV –REFERENCES

Provide a minimum of three (3) references who are familiar with the quality and reliability of your work as it relates to services you have provided. These references should include the most recent projects for which you provided services of the kind described in this RFI. Include the name of the agency, contact person, phone number, email address, description of the project completed, and a date of completion (or project start date if not yet completed). The page for references shall not exceed a total of 1 single-sided, 8.5" x 11" page, and shall be presented after the organizational chart. *The page of references will not count towards any page limit.*

SECTION V – RÉSUMÉS

Attach, after the page of references, a current resume or CV for the executive management of your organization and key staff assigned to these services. *Any attached resume or CV will not count towards any page limit.*

SECTION VI – RESPONDER'S QUESTIONNAIRE (Form #2)



Evaluation, Negotiation, and Award

EVALUATION CRITERIA

After the statements are received and opened, the County shall review and evaluate all statements for responsiveness to the Request for Interest in order to determine whether the Responder possesses the qualifications necessary for satisfactory performance of the services described. The County reserves the right to reject any or all statements, and to waive any irregularity. The award of the Agreement, if made by the County, will be based upon a total review and analysis of each response. The County may also investigate qualifications of all Responders to whom the award is contemplated, and may request clarifications of statements directly from one or more Responders. In reviewing the statements, the County may consider the following:

- a) The qualifications of the Responder and its agents, employees, and sub-consultants in completing projects of a similar type, size, and complexity. The County may consider Responder's timely and accurate completion of similar projects within budget.
- b) Responder's experience, including a history of successfully providing similar services and capability and experience of key personnel. A demonstrated ability to timely perform the services described.
- c) References and past contractual performance.

FURTHER REVIEW AND NEGOTIATION

Upon completion of the review period, the County shall notify those Responders who will be considered for further review and negotiation. All Responders so notified may be contacted for an interview, be asked to participate in a further proposal development process, or entered into contract negotiations in good faith and in accordance with direction from the County. Any delay caused by Responder's failure to respond to direction from the County may lead to a rejection of the Response. The team members identified in the response should attend any scheduled interview.

Any evaluation/interview panel constructed to evaluate and review a statement may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to any interviews that are conducted as part of this RFI process. All costs for travel expenses, response preparation, interview preparation and interview time shall be borne by the Responder.

Once the top firm has been determined, County staff will start negotiations with the top-ranked firm. If Contract negotiations are deemed unsuccessful by the County, negotiations will be terminated and the next highest ranked firm may be asked to negotiate a contract with County.



AWARD OF CONTRACT

If the County Board of Supervisors awards a firm a contract from this RFI process, a Purchase of Services Contract shall be provided to the successful Responder for the Responder's signature. No response shall be binding upon the County until after the Agreement is signed by duly authorized representatives of both the Responder and the County.

All other factors being substantially equal, preference will be given to Responders located with Contra Costa County.



Required Attachments and Checklist

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

- A. Cover Sheet (Form #1)** attached as cover to each proposal
- B. Table of Contents**
- C. Statement of Interest**
- D. Organizational Chart**
- E. References**
- F. Resumes of Executive Management and Key Program Staff**
- G. Responder's Questionnaire (Form #2)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. (*Form #2 with original signatures must accompany original proposal.*)



FORM #1

STATEMENT COVER SHEET

Civil Legal Reentry Services

By submitting a signed and completed version of this form and statement to the County, you are identifying your interest in providing services to the County as described in RFI 1902-325.

Applicant Organization _____

Business Address _____

Phone _____ Email _____ Year Organization Founded _____

Contact Person & Title _____

501(c)3 yes
 no

Exemption Expiration Date
Other (explain): _____

Federal Employer Number: _____

We submit this statement and attachments in response to Contra Costa County's Request for Interest #1902-325, and declare that:

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

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

Name: _____

Signature: _____ Date: _____
Board President

One copy of this form with original signatures must accompany your submitted response.



FORM #2

RESPONDER'S QUESTIONNAIRE

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

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

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

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

Name: _____

Phone: _____ Address: _____

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

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

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

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



FORM #2, Cont.

7. Does bidder have a controlling interest in any other firm(s)? Yes No
If yes, please list below.
8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFI? Yes No
If yes, specify below.

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

Name and Title
(Executive Director)

Date

Name and Title
(Board President)

Date



General Contract 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 \$750,000 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 \$750,000 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 \$750,000 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.