

CONTRA COSTA COUNTY

AGENDA

Economic Opportunity Council

Thu	ursday, August 14, 2025 6:00 PM 1470 Civic Court, Suite C https://cccounty-us.zoom 68 Call in: 8882780254	oncord Zoom: .us/j/841129701
	enda Items: Items may be taken out of order based on the business of the day and p mmittee	oreference of the
1.	Call to Order and Welcome.	
2.	Public comment on any item under the jurisdiction of the Committee and not (speakers may be limited to two minutes).	on this agenda
<i>3</i> .	CLOSED SESSION	
4.	APPROVE the EOC Business Meeting Minutes of 6-12-2025.	<u>25-3313</u>
	Attachments: EOC Business Meeting Minutes of 6-12-2025 - DRAFT	
5.	APPROVE the 2026-2027 CSBG RFP.	<u>25-3314</u>
	Attachments: RFP XXX CSB CSBG Webposting DRAFT - ccb 7-30-25	
6.	APPROVE attendees to the 2025 CalCAPA Conference.	<u>25-3315</u>
	Attachments: CalCAPA Conference 2025	
7.	RECEIVE June 2025 CSBG Fiscal Report for Grant # 25F-6009.	<u>25-3316</u>
	Attachments: 2025 CSBG Monthly Expense Tracking June	
8.	RECEIVE final report on CSBG Onsite Monitoring for 2025.	<u>25-3317</u>
	Attachments: 2025 Contra Costa Onsite Monitoring Report Final	
9.	DISCUSS Update on CSBG Strategic Plan.	<u>25-3318</u>
	Attachments: 2022-2027 Strategic Plan - Goals and Strategies - 2025 Update to	o the_

EOC DRAFT

10. DISCUSS PRWORA Executive Order and Safety Net Cuts.

25-3319

Attachments: National Partners - HHS PRWORA Update Webinar - 07.28.25

Safety-Net-Cuts-Implementation-Timeline NACHSA68

- 11. Staff Report: Funding Updates and EOC Training Status
- 12. EOC Chair Report
- 13. EOC Member Reports
- 14. Next Steps
- 15. Meeting Evaluation

The next meeting is currently scheduled for September 11 at 6pm.

16. Adjourn

The Committee will provide reasonable accommodations for persons with disabilities planning to attend the Committee meetings. Contact the staff person listed below at least 72 hours before the meeting. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Committee less than 96 hours prior to that meeting are available for public inspection at 1470 Civic Court, Suite 200, Concord, during normal business hours. Staff reports related to items on the agenda are also accessible online at www.contracosta.ca.gov. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the committee will continue the meeting in person without remote access. Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact: Christina Castle-Barber 925-608-8819



CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Staff Report

File #: 25-3313 Agenda Date: 8/14/2025 Agenda #: 4.

Advisory Board: Economic Opportunity Council

Subject: APPROVE the EOC Business Meeting Minutes of 6-12-2025.

Presenter: Victor Tiglao

Contact: C. Castle-Barber 925-608-8819

Information:

APPROVE the EOC Business Meeting Minutes of 6-12-2025.

SEAL OF

CONTRA COSTA COUNTY

Committee Meeting Minutes - Draft

Economic Opportunity Council

Thursday, June 12, 2025

6:00 PM

1470 Civic Court, Suite 200, Room 207,

Concord | Zoom:

https://cccounty-us.zoom.us/j/87277367553? pwd=lbibPaFdusWVuV2vZUU242X2q3wGQa.

1 | Call in: 888 278 0254 code: 7038773

Agenda Items: Items may be taken out of order based on the business of the day and preference of the Committee

Present Patricia Campbell, Ajit Kaushal, Buffie Lafayette, Janelle

Lafrades, Nikki Lopez, Desire Medlen, LaTonia Peoples-Stokes,

and Victor Tiglao

Absent Karanbir Bal, Jessica Cisneros, Karen Coleman, Monisha

Merchant, Devlyn Sewell, Kanwar Singh, and Renee Zeimer

1. Call to Order and Welcome

Chair Medlen called the meeting to order at 6:11 pm. Quorum Established. Staff Present: Christina Castle-Barber, Roshunda Ward, and Michael Morris.

2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to two minutes).

No public present.

3. APPROVE the EOC Business Meeting Minutes of 5-8-2025.

25-2359

Attachments: EOC Business Meeting Minutes of 5-8-2025 DRAFT

A motion was made by Lafrades, seconded by Medlen, to approve the Business Meeting Minutes of May 8, 2025 with one correction: Change Vice Chair to Secretary under Call to Order. The motion carried by the following vote:

Motion: Lafrades Second: Medlen

Aye: Kaushal, Lafayette, Lafrades, Lopez, Medlen, Peoples-Stokes,

and Tiglao

Absent: Bal, Cisneros, Coleman, Merchant, Sewell, Singh, and Zeimer

Abstain: Campbell Result: Passed

4. APPROVE 2025-2026 Community Action Plan Revisions.

25-2360

Attachments: 2026-2027 Community Action Plan

Castle-Barber went over the track-changes to the Community Action Plan.

A motion was made by Lopez, seconded by Lafayette, to approve the revisions to the 2026-2027 Community Action Plan. The motion carried by the following vote:

Motion: Lopez Second: Lafayette

Aye: Campbell, Kaushal, Lafayette, Lafrades, Lopez, Medlen,

Peoples-Stokes, and Tiglao

Absent: Bal, Cisneros, Coleman, Merchant, Sewell, Singh, and Zeimer

Result: Passed

5. RECEIVE April 2025 Fiscal Reports for CSBG Grant #24F-3007, including
Amendments.

Attachments: 24F-3007 Final Report for Base and Discretionary

Morris reviewed the April Fiscal Report and stated that we have fully spent the 2024 CSBG contract with a small amount of charges carrying over to the 2025 budget.

This Discussion Item was received.

6. RECEIVE update on CSBG Onsite Monitoring Visit 2025.

Castle-Barber shared that there was a call with CSD on May 30 about the CSBG onsite review that discussed the late submission of revenue contracts. The final report has not been received yet but will be on the agenda for the August meeting.

7. DISCUSS LIHEAP Advocacy Toolkit

Ward shared information from the National Energy & Utility Affordability Coalition (NEUAC) Conference she recently attended and discussed the advocacy toolkit they have. It can be found here: https://neuac.org.

8. DISCUSS CSBG Advocacy Update.

Castle-Barber shared information about H.R. 3131 CSBG Improvement Act of 2025 which would reauthorize CSBG. It is now referred to Committee on Education and Workforce. She informed the EOC that they can send thank you letters from ncaf.org. She also shared the information about the series of webinars by David Bradley coming up with the first one being 6/13/2025 at 10 am. She will attend. Castle-Barber also shared the National Association of Counties Policy Brief about CSBG for use in advocating.

9. DISCUSS Community Action Month Update

Castle-Barber reminded all that our presentation to the Board of Supervisors for Community Action Month got moved to June 24. Please be there at 9:30 am.

10. RECEIVE Reports:

Staff

Chair

EOC Members

Staff Report: Castle-Barber shared plans for a new bureau that Community Services will become part of

and the change management efforts that will happen with this reorganization. Staff also shared that there are new advisory body training requirements which we will discuss at the August meeting.

Chair Report: No report this month.

EOC Members Reports: Tiglao reported that two of the three pieces of legislation that the EOC advocated for are dead and one is in danger of dying due to the large price tag it has if implemented. Several members encouraged attendance at the No King events on June 14, 2025.

11. Next Steps

No next steps.

12. Meeting Evaluation

Very efficient.

The next meeting is currently scheduled for August 14, 2025,

13. Adjourn

Chair Medlen adjourned the meeting at 6:56 pm.

The Committee will provide reasonable accommodations for persons with disabilities planning to attend the Committee meetings. Contact the staff person listed below at least 72 hours before the meeting. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Committee less than 96 hours prior to that meeting are available for public inspection at 1470 Civic Court, Suite 200, Concord, during normal business hours. Staff reports related to items on the agenda are also accessible online at www.contracosta.ca.gov. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the committee will continue the meeting in person without remote access. Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact: Christina Castle-Barber 925-608-8819



CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Staff Report

File #: 25-3314 **Agenda Date:** 8/14/2025 **Agenda #:** 5.

Advisory Board: Economic Opportunity Council Subject: APPROVE the 2026-2027 CSBG RFP.

Presenter: C. Castle-Barber Contact: 925-608-8819

Information:

APPROVE the 2026-2027 CSBG RFP.



CONTRA COSTA COUNTY

Community Action Projects REQUEST FOR PROPOSALS (RFP) 4204

Contra Costa County (County) Employment and Human Services Department (EHSD) announces Request for Proposals (RFP) <u>1204</u>-seeking applications from eligible organizations to design and deliver Community Action Projects in alignment with the 202<u>6</u>4/2<u>57</u> Contra Costa County Community Action Plan.

Selected organizations may be awarded up to, but not more than, \$200,000, if additional funding becomes available to implement Community Action projects in the area(s) of affordable housing/shelter/rental assistance, food security/nutrition, mental health access, and/or employment/living wage jobs. Awarded amounts typically range from \$20,000 to \$40,000 per year, per organization. Grants are awarded for a two-year period.

Please read this entire packet carefully.

Interested parties are invited to attend the recommended Bidders'
Conference/Informational Session
scheduled for

Date: Thursday, November 16, 2023 Time: 10:00 AM - 12:00 Noon

A Bidders' Conference/Informational Session will be held via Zoom on Thursday, November 16, 2023 from 10:00 AM to 12:00 Noon. To attend this Zoom Bidders' conference/Informational Session (Meeting ID: 876 8620 1263), please use the following link:

https://cccounty-

us.zoom.us/j/87686201263?pwd=LeahJZidHCQOZSeG5YM8jPp55ppDqa.1 and Password: 505460.

While attendance at the Bidder's Conference/Informational Session is not mandatory, it is highly recommended that potential applicants attend for information on completing a response to the RFP. If you plan to attend, please RSVP by email to contractbid@ehsd.cccounty.us.

Final proposal submission will be due by 5:00 PM on Friday, December 8, 2023

Call the Employment and Human Services Department, Contracts Unit at (925) 608-4969 with any questions about the process for this RFP.

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

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RFP 1204

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RFP 1204



REQUEST FOR PROPOSALS (RFP) 1204 Community Action Projects

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SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL #1204

COMMUNITY SERVICES BUREAU

Community Action Projects

The Contra Costa County Employment and Human Services Department (EHSD), Community Services Bureau (CSB), announces the issuance of **Request for Proposals (RFP)** 1204, making available up to a total of \$410,000 per year for qualified organization(s) with interest, expertise, and experience in implementing anti-poverty programs to Contra Costa County residents living at or below 125200% of the Federal Poverty Level.

Program funding is for the period March 1, 2024 through February 28, 2026 and is a maximum of \$410,000 per year. EHSD will award selected organization(s) a two-year contract up to, but not more than, \$200,000, if additional funding becomes available to implement Community Action projects in the area(s) of affordable housing/shelter/rental assistance, food security/nutrition, mental health access, and/or employment/living wage jobs. Awarded amounts typically range from \$20,000 to \$40,000 per year, per organization.

A Bidders' Conference/Informational Session will be held via Zoom on Thursday, Nevember 16, 2023 from 10:00 AM to 12:00 Noon. To attend this Zoom Bidders' conference/Informational Session (Meeting ID: 876 8620 1263), please use the following link:

https://cccounty-

us.zoom.us/j/87686201263?pwd=LeahJZidHCQOZSeG5YM8jPp55ppDqa.1 and Password: 505460.

While attendance at the Bidder's Conference/Informational Session is not mandatory, it is highly recommended that potential applicants attend for information on completing a response to the RFP. If you plan to attend, please RSVP by email to contractbid@ehsd.cccounty.us.

Submission of proposals in response to RFP 1204 is due by 5:00 PM on <u>Friday</u>, <u>December 8, 2023</u>, without exception.

For complete RFP details, submission requirements, and a copy of the RFP, visit the Employment & Human Services Department website at: https://ehsd.org/overview/contracting-opportunities/ or by calling (925) 608-4969.

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All potential applicants will have equal access to the information associated with this RFP. Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 4204" in the subject line. Questions must be submitted by Monday, November 27, 2023. All comments and inquiries received will be posted publicly along with the response on December 1, 2023-at: https://ehsd.org/overview/contracting-opportunities/.

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SECTION 2: RFP TIMELINE

Event/Location Date

	Legal Notice Released and RFP Posted on Website	November 2, 2023
	Bidder's Conference/Informational Session held via Zoom	November 16, 2023
Ì	RFP Questions due to EHSD	Nov 27, 2023
	Responses to RFP Questions Published by EHSD	Dec 1, 2023
	RFP Proposal Response Submission Due Date	Friday, Dec 8, 2023
	EHSD Compliance Review and Evaluation	Dec 11 12, 2023
	EHSD Fiscal Review and Evaluation	Dec 13 - 19, 2023
	Economic Opportunity Council (EOC) Review and Evaluation	Dec 20, 23 – Jan 12, 24
	Award Letter Notification	January 17, 2024
	Appeal Period (10 business days after Award Letter issuance)	Jan 18 - 31, 2024
	Contract Negotiation and Processing	Jan - Feb 2024
	Anticipated Contract Start Date	March 1, 2024

All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only): EHSD Contracts Unit Contact Phone: (925) 608-4969

Contact Email: contractbid@ehsd.cccounty.us

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https://cccounty-

us.zoom.us/j/87686201263?pwd=LeahJZidHCQOZSeG5YM8jPp55ppDqa.1

and Password: 505460.

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REQUEST FOR PROPOSALS (RFP) 1204 Community Action Projects

Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP-1204" in the subject line. Questions must be submitted by the RFP Questions due to EHSD date referenced in the schedule above. Once you have submitted your Questions, you must call 925-957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your questions. Responses to questions will be posted on the EHSD website at https://ehsd.org/overview/contracting-opportunities/ under this RFP by the Responses to RFP Questions date referenced in the schedule above.

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SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this Request for Proposals (RFP) is to identify organizations(s) that have interest, experience, and expertise in providing anti-poverty programs in the specific area(s) of affordable housing/shelter/rental assistance, food security/nutrition, mental health access, and/or employment/living wage jobs.

All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

- 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96.
- The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§ 100601-100795.
- 3. The Single Audit Act, 31 U.S.C. §7301 et seq. and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 2 CFR 200, and 45 CFR Part 75.

This RFP includes a schedule for proposal procedures and deadlines, describes the services required, provides instructions and forms for the preparation and submittal of the proposal, outlines the review process, and contains administrative and program information useful to prospective bidders.

3.2 Qualified Bidders

Eligible Bidders are organizations that on their own have adequate controls and personnel to provide timely comprehensive Community Action programs as defined in Section 4. Qualified bidders must demonstrate capacity for collaboration, interagency coordination and attest to their qualifications on Form #2, Statement of Qualifications (see Section 9. REQUIRED FORMS).

3.3 Estimated Funding

EHSD will award a Federal subaward standard contract (or contracts) to selected organization(s). All Contracts will be billable monthly, in arrears. EHSD anticipates awarding multiple two-year contracts to selected organizations. The combined total award will not exceed \$200,000 per twelve (12) month period, to fund Community Action projects requested under this RFP. The anticipated contract period is from March 1, 20246 through February 28, 20286.

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Federal Funds are passed through the California Department of Community Services and Development, and are identified as follows:

Federal Award Identification Number (FAIN):
Subaward Period of Performance:
3/1/20264 to 2/28/20286
Catalog of Federal Domestic Assistance Number (CFDA):
93.569
Program Title:
Community Services Block Grant (CSBG)
Agency:
Department of Health and Human Services
Office:
Administration for Children and Families

Funding consists of federal Community Services Block Grant funds. EHSD will administer these funds.

3.4 Questions and Comments

Potential Bidders may pose questions about the RFP process or content by submitting questions to EHSD.

Questions about RFP content must be submitted via email to contractbid@ehsd.cccounty.us by the "RFP Questions due to EHSD" date referenced in Section 2, RFP Timeline. Once you have submitted your Questions, you must call 925-957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your questions. All questions submitted in accordance with the schedule will be answered with responses posted on the EHSD website under this RFP at https://ehsd.org/overview/contracting-opportunities/. Upon conclusion of the "RFP Questions due to EHSD" date referenced in Section 2, RFP Timeline, only RFP process related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us. All emails should include "RFP-1204" in the subject line.

3.5 Ex Parte Communication

EHSD will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP bidders from contacting members of the EHSD Staff directly to provide information regarding this RFP to any Bidder.

3.6 Right to Amend or Cancel

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

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EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the best interest of EHSD and the Economic Opportunity Council (EOC).

3.7 Restriction and Disclosure

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.

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SECTION 4: PROGRAM DESCRIPTION

4.1 General

EHSD's Community Services Bureau (CSB) serves as the federally designated Community Action Agency for Contra Costa County. CSB is part of the national Community Action Partnership (CAP) network of over 1,100 agencies that work to alleviate poverty and empower low-income families in communities throughout the United States. CAP is a public organization established under the Economic Opportunity Act of 1964. The Federal Department of Health and Human Services administers the Community Services Block Grant (CSBG) program funds which are then allocated annually to participating CSBG states. The CSBG administrator for California is the California Department of Community Services and Development (CSD). CSD distributes allocations within the state to the existing network of Community Action Agencies and additional community partners, which includes EHSD.

The Contra Costa County EOC, the tri-partite board responsible for overseeing the use of the Community Services Block Grant Funding, has conducted community listening sessions, consulted a county-wide 20253 Community Needs Assessment, and held public hearings to inform the development of the 20264-275 Community Action Plan as mandated by the federal government. This plan established priorities for the agency's use in funding organizations that work to ameliorate poverty. The Community Action Plan is available at http://ehsd.org/headstart/community-action.

The focus areas for this RFP are to support Affordable Housing-Shelter-Rental Assistance (preventing homelessness, supporting safe and affordable housing to low income families/youth), Food Security-Nutrition (reducing hunger, promoting healthy eating, improve access and availability of emergency healthy, fresh produce to our underserved population), Mental Health Access (mental health services, medical assistance and improving overall well-being through a more effective and efficient use of resources) and Employment-Living Wage Jobs (job training and/or placement, job readiness skills and/or development for living wage jobs). The Contra Costa 20264-20275 Community Action Plan is available at http://ehsd.org/headstart/community-action.

4.2 Purpose and Scope of Work

The intent of this RFP is to invite community-based organizations to submit a Proposal describing a program or project to address locally identified needs in low-income communities in at least one of the following priority areas:

• Affordable Housing-Shelter-Rental Assistance (preventing homelessness, supporting safe and affordable housing to low-income families/youth/adults).

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- Food Security-Nutrition (reducing hunger and food insecurity, promoting healthy eating, improve access and availability of emergency healthy, fresh produce to our underserved population).
- Mental Health Access (mental health services, medical assistance and improving health outcomes and overall well-being through a more effective and efficient use of resources).
- **Employment-Living Wage Jobs** (job training and/or placement, job readiness and and/or development for living wage jobs).

Essential functions of the awarded organization will include:

- A. Ensuring that adequate outreach is implemented to reach Contra Costa County residents in the proposed services area living at or below <u>200</u>125% of the Federal Poverty Guidelines.
- B. Maintaining complete client files for all residents provided with services using Community Services Block Grant funds.
 - 1. Files include application, income eligibility documentation, residency verification, and verification of identity.
 - 2. NOTE: Legal residency status is not required for CSBG services.
- C. Completing intake assessments for all participants that include services provided, entrance date to program, and ongoing assessments or tracking of outcomes.
- D. Maintaining documentation of case plans, referrals, and logs of training, workshops or sessions attended to meet case plans.
- E. Collecting client demographics such as gender, age, ethnicity, and number in household.
- F. Maintain current Excluded Parties List System (EPLS) verification in SAM.gov.

4.3 Reporting Requirements

The successful bidders are expected to complete the following reports:

A. Monthly Fiscal Report: Organization will complete and submit a report on forms provided by CSB and include all reasonable information necessary to

Commented [CC1]: This may change in September but there is currently a pause on the Executive Order.

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substantiate that expenditures for that month are allowable and allocable, including, but not limited to, timecards, payroll ledgers and invoices.

- B. <u>Quarterly Program Status Report</u>: Organization will submit quantifiable data including enrollment, completion, and outcomes to ensure all program objectives are on target to be met in full by the end of the contract term.
- C. <u>Annual Report</u>: Organization will submit an Annual Report on a form provided by CSB that includes data on client characteristics and services provided.

4.4 Program Monitoring and Evaluation

EHSD will actively monitor services provided through the contract resulting from this RFP. At a minimum, Contractor will be expected to:

- A. Perform all services without material deviation from an agreed-upon Service Plan.
- B. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms supplied by EHSD.
- C. Host an annual onsite visit with EOC representatives and staff for the purpose of monitoring.
- D. Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD.
- E. Cooperate with the California Department of Community Services and Development (CSD) when they conduct site visits and desk audits.
- F. Conduct agency evaluation, including client satisfaction surveys.
- G. Attend all mandatory meetings and trainings.

4.5 Legal Authorities

The following are the legal authorities governing the Community Action Projects funding, including requirements, standards, and guidance. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

1. In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in

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Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503. In accordance with the provisions of Subpart F-Audit Requirements, under 45 CFR Part 75.500, nonfederal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year. Except as noted in 45 CFR Part 75.500.

- 2. For regulations, guidelines, and literature, refer to 45 CFR 75 and 45 CFR 1321.
- The Contractor shall expend all funds received hereunder in accordance with the Agreement.
- Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Human Resources (CalHR) rules and regulations.
- 5. The subrecipient shall maintain accounting records for funds received under the terms and conditions of the Agreement. These records shall be separate from those for any other funds administered by the subrecipient, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [2 CFR 200] [45 CFR 75].
- 6. The Contractor shall meet the standards for its fiscal management systems, as stipulated in 45 CFR 75.302.

4.6 Subrecipient Awards and Contractor Responsibilities

If Contractor further passes through federal funds of this subaward, Contractor shall make case-by-case determinations whether each agreement it makes for the disbursement casts the party receiving the funds in the role of a subrecipient or a Contractor. If Contractor deems the party receiving the funds is in the role of a subrecipient, then Contractor agrees to the following:

- Contractor must include information required by the Code of Federal Regulations (CFR), specifically, 45 CFR Part 75-Uniform Administrative Requirements, Cost Principles and Audit Requirement for HHS Awards (Requirements for pass through entities) in each subrecipient's contract.
- Contractor must monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the 45 CFR PART 75 –

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Uniform Administrative Requirements, Cost Principles and Audit Requirement for HHS Awards.

- 3. Contractor must evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level. Contractor shall monitor the fiscal activities of subrecipient organizations to ensure that the subaward is compliant with applicable Federal statutes and regulations and terms of the subaward. Contractor shall verify that sub recipients are audited as required by Subpart F (Audit Requirements) of 45 CFR PART 75-Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards.
- 4. Contractor must retain documentation to prove that determination and monitoring was conducted during the Contract term.
- County, as a pass-through entity, may request those documents during fiscal monitoring, and Contractor will provide such information and records upon County's request.

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SECTION 5: REQUIRED PROPOSAL FORMAT

The bidder requirements in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.

5.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions are accepted via EHSD.org website only. Submissions **must be separated into two (2) files**, first file for the organization Proposal and the second file for the organization's Financial documents.

File #1: Save as "RFP1204-Organization Name-Proposal". This file must contain agency proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the bidder to the provisions of the RFP.

File #2: Save as "RFP1204-*Organization Name*-Financials". This file must contain all required financial documents as specified in the RFP.

Please select the Submit Bid button at the bottom of the proposal announcement. Complete the required fields on each screen and upload the two files when prompted to do so. Once you hit submit bid, a notification will inform you that your bid has been sent. An email will be sent to the provided email address. DO NOT email files to EHSD.

To ensure EHSD has received proper notification of your RFP submission, you must call: (925) 957-5645 and follow the instructions provided after you submit your proposal.

Any proposal received after the deadline will be rejected. <u>Mail-in, hand-delivery, and faxed submissions are not acceptable</u>.

As a component of the Financial Proposal package, Bidder must submit one (1) copy of the organization's most recent audited financial statements

Please reference the "RFP Proposal Response Submission Due Date" reflected in Section 2, RFP Timeline.

Once you have submitted your Proposal you must call 925-957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your submission.

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As a component of the Financial Proposal package, Bidder must submit **one (1) copy of the organization's most recent audited financial statements**. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements if the latter is not available. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, bidders may be required to have audited financial statements during the period of performance.

Submitted financial statements will be part of the evaluation of the proposal and will be scored according to solvency, internal controls, program budget, and overall rating.

Attend the Bidders' Conference/Informational Session will be held via Zoom on Thursday, November 16, 2023 from 10:00 AM to 12:00 Noon. To attend this Zoom Bidders' conference/Informational Session (Meeting ID: 876 8620 1263), please use the following link:

https://cccounty-

us.zoom.us/j/87686201263?pwd=LeahJZidHCQOZSeG5YM8jPp55ppDqa.1 and Password: 505460.

While attendance at the Bidder's Conference/Informational Session is not mandatory, it is highly recommended that potential applicants attend for information on completing a response to the RFP. If you plan to attend, please RSVP by email to contractbid@ehsd.cccounty.us.

Proposals and required attachments must be submitted as specified and <u>must be</u> signed by officials authorized to bind the bidder to the provisions of the RFP.

A proposal may be withdrawn in person by a Bidder's authorized representative prior to the RFP Proposal Response due date as reflected in Section 2, RFP Timeline. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.

Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Proposals received are considered the property of EHSD and will not be returned.

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All costs of proposal preparation shall be borne by the bidder. EHSD shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

5.2 Formatting Requirements

Submissions in response to this RFP must be in the form of a proposal package containing the complete proposal and all the required supporting information and documents.

EHSD supports electronic submission of proposals as previously referenced. Each bidder must submit **one proposal package with all attachments** included, unless otherwise noted.

All narrative materials are to be single-spaced, 8 1/2" X 11" page size, with no less than 1" margins on each side of the page. Proposals are to use a typeface no less than size 11-point font and be easily readable.

Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP packet.

<u>All pages should be numbered consecutively</u> with each section identified by an appropriate number.

5.3 Required Documents

Required forms as reflected in the Proposal Checklist and included in this RFP, must be completed fully and incorporated into the submitted proposal package.

All information and forms included in the proposal package must be presented in the order outlined in the Proposal Submission Checklist and numbered sequentially (excluding the Fiscal Attachments). Electronic templates are posted on the EHSD website under this RFP at https://ehsd.org/overview/contracting-opportunities/.

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5.4 Proposal Outline and Content

Assemble and arrange each proposal in the order reflected on the Proposal Submission Checklist and address the required content/questions. **The order in which items are presented is important**, as proposal reviewers will follow this order in looking for specific areas to evaluate. Refer to proposal evaluation criteria to assure adherence and responsiveness to scoring requirements.

5.4.1 Proposal Cover Statement (Form #1)

<u>This must be the first page of every proposal.</u> The Proposal Cover Statement (**Form 1**) with original signatures of the Bidder's Board of Directors' President and Executive Director must be attached to the original proposal and must precede the narrative.

5.4.2 Table of Contents

The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as Section 8 of this RFP. The Proposal Checklist identifies all narratives and forms that must be submitted with the proposal. This sequence must be followed in assembling the completed proposal.

5.4.3 Program Proposal Narrative

Maximum of **twenty (20) Pages**, excluding Proposal Cover Statement, Table of Contents, Attachments, Budget, and Financial Information.

5.4.3.1 Organization and Project Overview

What are the Organization's vision, mission, and objectives?

Primary program components, services, and years of operation, including number of years providing services in the target area.

Primary populations served.

Areas of the county where the proposed services are provided and project name.

5.4.3.2 Program Budget Information

Provide a narrative that includes:

1. Amount of CSBG funds requested (not to exceed \$200,000 annually);

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- 2. Total CSBG project cost (should match budget);
- 3. Itemized CSBG project budget using Form #5 (excel spreadsheet); and
- 4. Leveraging describe how you leverage other funds to provide the services you are proposing to fund.

5.4.3.3 Project Description

Provide a narrative that includes:

- Priority Area(s) to be addressed [Affordable Housing/Shelter/Rental Assistance and/or Food Insecurity/Nutrition and/or Mental Health Access and/or Employment/Living Wage Jobs].
- 2. Goal Statement Use Form #7 (see example in Appendix 10.3).
- 3. Project objective(s). Description of what will be achieved, including specific measurable action-oriented, realistic and time-bound steps that demonstrate how goals will be obtained. Include National Performance Indicators (NPIs) in Appendix 10.2 relative to the priority area(s) you wish to address along with other performance indicators or metrics related to your program proposal. In your submission, please use Form #7, Goal and Objectives Worksheet.
- 4. Access and Integration. How will you demonstrate your efforts to ensure clients have fair and consistent connections to services? How will you reduce/eliminate barriers to service? How will you integrate services so that individuals are served holistically?
- 5. Sustainability Plan-what steps will you take if funding is reduced/eliminated?
- 6. How will your program partner with existing organizations to amplify your services and avoid any unnecessary duplication?

5.4.4 Fiscal Management Narrative (1 page, plus Form #3)

Provide a brief description of the accounting system and internal controls. Include the following as appropriate:

- 1. Overall system (accrual, double-entry, automated or manual)
- 2. Timekeeping system
- 3. Inventory system

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- 4. Payroll system
- 5. Cost allocation plan and methodology
- Ledger system for receivables, payables, expenses, disbursements, petty cash

Explain how the organization's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and staff in fiscal management. Describe experience and qualifications of fiscal staff.

1. Complete and attach Form #3, Board of Directors.

Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the "Fiscal Attachments" section referenced in the Proposal Checklist.

Submit one (1) copy of current Organization Operating Budget with revenues and expenses indicated.

5.4.4.1 Program Budget and Budget Narrative (unlimited pages)

Complete a line-item budget for all programs, showing all costs. Budget is to be completed using **Form #5: Budget and Budget Narrative**.

Each budget cost item must be detailed in the budget narrative section in Form #5 and should reflect the basis for the computations. Every item must be completed if applicable. Minimal narrative requirements are described below:

Describe the following budget rationale and calculations for Administration and Support:

- Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibilities. Divide the salaries of staff with both "Service delivery" and "Administration" responsibilities in proportion to the time allotted for each activity. List such staff in both categories. Indicate titles, rate of pay, time allotted to program and FTE's. Indirect costs may not exceed fifteen percent (15%) of total request.
- 2. Program Staff Include all staff involved in service delivery. Indicate titles, rate of pay, time allotted to program and FTE's.
- Payroll Fringe Benefits Report estimated costs of benefits, vacations, sick leave, and training days on the line-item budget. Narrative to include description and list of benefits.

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- 4. Describe the following budget rationale and calculations for Operations:
 - a. Occupancy Describe all applicable factors (e.g., rent/leases) and basis for allocating cost to program.
 - Utilities Describe all applicable factors and basis for allocating cost to program.
 - Telephone, Postage, Insurance, Equipment list by type, justification of cost and basis for allocating cost to program.
 - d. Printing/Photocopying List cost type by type and describe justification for cost and basis for allocating costs to program.
 - e. Materials List by type and describe justification of cost.
 - f. Travel Describe type, justification, and basis of cost. Include service delivery, administration mileage and transportation costs for clients.
 - g. Miscellaneous Indicate kinds of anticipated miscellaneous costs.

Note awarded Bidder(s) may be subject to County Budget Templates upon contract award.

5.4.5 Attachments

See Proposal Checklist in Section 8 for complete list of Attachments.

5.4.6 Fiscal Attachments

Submit one (1) copy of the organization's most recent audit including any applicable corrective action plans, in the "Fiscal Attachments" section referenced in the Proposal Checklist.

A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available. Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the bidder be awarded the contract.

See Section 8: Proposal Checklist for complete list of Fiscal Attachments.

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SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

6.1 Evaluation Process

Each proposal is subject to a three (3) stage evaluation process to determine responsiveness to the RFP requirements: Compliance Review, Fiscal Review, and EOC Review and Selection. Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.

6.2 Compliance Review

Compliance Review is a Pass/Fail evaluation.

Contracts Unit staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the Required Proposal Format found in Section 5 will be determined nonresponsive and will not be considered for contract award/funding.

Minor irregularities in submissions may be waived. All proposals deemed responsive will be referred to EHSD fiscal staff.

6.3 Fiscal Review

Proposals that pass the Compliance Review, as referenced above, will be submitted for review by EHSD Fiscal Staff. Proposals must receive a fiscal review evaluation score of at least **seventy percent** (70%) of the total available 100 points, if not; it will be eliminated from further review.

Proposals that do not provide the required audit or financial statements as outlined in Section 5, Required Proposal Format, will be determined nonresponsive and will not be considered for funding.

Points will be awarded based on the organization's demonstration of:

- Organization solvency;
- · Adequate organization accounting systems and internal controls;
- Ability to administer financial system(s); and
- · Compliance with budget specifications.

EHSD Fiscal will review the required audit or audited financial statement included with each proposal. The audit or audited financial statement must be the most recent and

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complete available. The proposal with financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.

EHSD reserves the right to reject any proposal submitted. EHSD will remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for further evaluation.

6.4 Economic Opportunity Council (EOC) Review

RFP Proposals that successfully complete the Contracts Compliance Review and the Fiscal Review (referenced above) will be submitted for EOC Review. The EOC will review all proposals then evaluate and score all service and budget elements per the Scoring Methodology/Rating Sheet and program service delivery requirements included in this RFP.

EHSD and the EOC Review Committee may make on-site visits and use other information available before making final recommendations.

The EOC is comprised of elected representatives from three sectors: Public, Private/Non-Profit, and Low Income. Members of the EOC will be required to sign an impartiality statement.

6.5 Scoring Methodology

Program elements will be weighted as follows with a maximum score of 100 points using the following criteria guidelines. Proposals that do not attain an average of seventy (70) points from the EOC Review Committee are unlikely to be considered for funding.

Pro	pject Overview - 15 points maximum	Score
1.	Description of the organization including mission statement, types of services provided,	
	and client demographics is clear and aligned with the high priority areas and needs	
	identified in the Community Action Plan.	
2.	Proposal demonstrates proven success at providing high quality services and has	
	proven performance in working effectively with low-income, program eligible	
	participants or similar populations identified in the Letter of Interest.	
3.	Proposed project has a realistic and detailed implementation plan for providing	
	services.	
	Total	
Pro	ogram Budget, Narrative and Capacity Information - 20 points maximum	Score
1.	Proposal clearly identifies and justifies the amount of CSBG funds requested.	
2.	Total project cost is reasonable and includes an explanation of how full funding will be	
	achieved.	
3.	Itemized project budget and budget narrative is realistic and based on sound fiscal	
	practice.	

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4.	Organization demonstrates overall organizational capacity to leverage and operate the program with guidance of a qualified and diversified board to raise funds, secure	
	grants, and implement a sustainability plan in uncertain times.	
	Total	
Pro	oject Description - 25 points maximum	Score
1.	Priority Area(s) and National Performance Indicator(s) (NPIs) to be addressed by the project are clearly identified with qualitative and quantitative milestones.	
2.	Project description outlined in the Proposal including types of services to be provided and client demographics are expressed clearly with references containing detail, number and integration.	
3.	Project Objective(s) are clearly identified and aligned with Specific, Measureable, Action-Oriented, Realistic, and Time-bound (SMART) goals.	
4.	Sustainability Plan-what reasonable and actionable steps will the organization take if funding is reduced/eliminated?	
5.	Proposal describes what outcomes will be achieved to address an identified need with explanation of how agency will partner with existing agencies to avoid duplication and maximize efficiency.	
	Total	
Ou	tcome Goals and Objectives - 30 points maximum	Score
1.	Outcome statement clearly identifies community issue(s) being addressed.	
2.	Documentation supports and describes the scope and scale of the community issue(s).	
3.	Outcomes of programs and services described align with desired outcomes in the Community Action Plan.	
4.	Outcome goals and objectives are (SMART) and are based on tested and validated best practices.	
5.	Action plan is clear, concise and demonstrates how SMART steps are tracked and used to improve client and program outcomes.	
6.	Project explains how low-income community members and clients participate in the project design.	
	Total	
Pro	oven Track Record of Proposed Services - 10 points maximum	Score
1.	Qualifications of current knowledge and experience substantiated by letters and awards, client testimonials, etc, demonstrate the organization has a proven track record for providing high quality service delivery and outcomes. (List summary of documentation below)	
	**Please note that the max score for this question is 10	
	Total	
	Total available points	100

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6.6 Appeals Process

Only bidders submitting a proposal in accordance with this RFP shall have an opportunity to appeal the funding decision of EHSD. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**

All bidders will receive a written and emailed notification from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request.

All written letters of appeal must state the following:

- The issue(s) appealed;
- · How the alleged issue detrimentally effects the appellant; and
- The rectification sought by the appellant.

An appeal will only be considered valid if there has been a violation of one (1) of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner;
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed:

• To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Letters of appeal must be sent to:

EHSD Director 40 Douglas Drive Martinez, CA 94553

or via email to: contract_clerk@ehsd.cccounty.us

Letters of appeals must be sent and received no later than 5:00 p.m. by the tenth (10) business day from the date email is sent of the award status. The appeal will be conducted in accordance with the EHSD process.

Notification of a final decision on an appeal shall be made in writing to the bidder.

Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors.

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6.7 Contract Award and Negotiations

The successful bidders will be expected to promptly enter into contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the proposal. As a result of this negotiation, the actual contract may include other agreements and clarifications of activities, consistent with the intent of this RFP.

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.

Selected contractors will be responsible for all services offered in their RFP proposal, whether or not contractors perform them directly or through subcontractors in multiple organization collaboration.

EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.

The contracting organization(s) receiving funding awarded under this RFP will be responsible for adhering to the then current and applicable County health orders and associated policies.

6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract terms and agreements with the successful Bidders. Satisfactory performance and delivery of services are conditions of contract renewal. The total overall contract term for services under this RFP is not to exceed a total of two (2) years, depending upon funding availability.

Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidder on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the proposal. Disclosure will not automatically disqualify the Bidder; however, EHSD reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.

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SECTION 7: CONTRACTING REQUIREMENTS

7.1 County Contract Requirements

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

Parties to the Contract

Effective Dates

Legal Type

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

<u>Fiscal Provisions</u> Method of payment to contractor. Either a fee-for-services contract or a cost reimbursement contract may be negotiated with the bidder at County's option, subject to the then current County Budget Template.

<u>Program budget</u> segregated into personnel and operating costs, indirect costs and revenue (if any) to allow determination of reasonableness and feasibility of line item allocation.

Provisions for audit

<u>General Conditions</u> Contractors must comply with standard County Contract General Conditions included in this RFP in Appendix 10.1.

<u>Special Conditions</u>, 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.

7.2 Additional Requirements

As applicable, Contractor must submit the required audit as specified in Appendix 10.1, General Conditions, Paragraph 27. Required Audit.

 If a consortium of organizations is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners. The lead agency must act as the cognizant fiscal agent for the other partners. Partners must have similar budget requests for similar items. All other service providers requesting funding under the proposal will be required to subcontract with the lead agency.

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- All equipment requests will be evaluated for their necessity and reasonableness in carrying out the program. All equipment requests must explain in detail how the equipment will be used in the performance of services.
- Budgets submitted in response to the RFP will be negotiated on a line item basis. Line items will be examined for reasonableness and necessity in providing services.
- Cost reports shall be fully supported by accounting documentation. Salary and benefit costs allocated to this program shall be supported by detailed time sheets. The grantee must maintain adequate payroll documentation (detailed time sheets sometimes called "functional time sheets") to support compensation paid to bona fide employees. Reimbursement of salary and benefit costs must be based on actual time spent on the program.

7.3 Type of Contract

Contracts will be on a cost reimbursement basis with monthly billing required. Contractor is required to provide detailed line-item budgets. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation. The documentation shall establish that EHSD is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this contract.

7.4 Discrimination and Confidentiality

<u>Discrimination</u>: A Contractor awarded funds under this RFP shall not discriminate against any employee or applicant for employment because of race, sex, gender, age, religion, creed, national origin, ancestry, color, ethnic group identification, gender identity, gender expression, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition (including pregnancy, childbirth, breastfeeding or related medical conditions), or genetic information. This includes, but is not limited to the following: employment, upgrading or promotion, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or form of compensation, and selection for training, including apprenticeship. The Contractor shall not, in connection with the employment, advancement, or discharge of employees, discriminate against them because of their age, except upon the basis of a bona fide occupational requirement or retirement plan, or statutory regulation.

<u>Confidentiality</u>: Contractor shall use any client information provided by EHSD or by the client, only for the purpose of administering the program. The improper use or disclosure of confidential case information for any other purpose is a misdemeanor under California Welfare & Institutions Code Section 10850. Contractor shall inform all of their employees of the requirements concerning Confidentiality in the handling of client information. EHSD may take further steps to ensure Contractors' awareness of the provisions of California

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Welfare and Institutions Code Section 10850, and may require that Contractor have employees sign acknowledgment of their understanding of said statute and its provisions.

Any Contractor awarded funds under this RFP must maintain all information gathered pertaining to program clients in a secure environment in order to ensure the client's right to confidentiality. The Contractor will not release such information to any Third Party who is not directly responsible for management of the client's services, without the prior written consent of the client.

7.5 Monitoring, Reporting and Record Keeping

Monitoring: County, state, or federal staff may conduct routine monitoring of all programs. Representatives of EHSD, the State of California, Department of Health and Human Services or contractors of these units of government, and others who have a direct concern in administration of this funding may visit the contractor selected for this program at any time. All agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not be limited to, inspection of clients' case files, attendance records, and financial and bookkeeping records. Clients may be interviewed to verify eligibility, ensure required procedures are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of organizations partnering with the contractor to ensure provision of agreed-upon services. In the event that contract requirements are not met, termination of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all subrecipients.

Reporting: Contractor awarded funds under this RFP shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the EHSD and will coordinate with the EHSD designated staff. Contractor will ensure that fiscal claims are submitted in entirety and the manner prescribed by the EHSD Fiscal Officer. Contractor shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth day of the following month.

Contractor will be required to provide additional reports as designated in Section 4 Program Description and agreed upon in the resulting contract.

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls. Complete any required State data collection forms as supplied by EHSD. Maintain adequate records of service provision to document compliance with service plan and information on the performance outcomes stated in this RFP.

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Contractor will be expected to maintain complete fiscal and accounting records, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs.

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SECTION 8: PROPOSAL CHECKLIST

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in Section 9.

Propo	osal Fi Propo	le osal Cover Statement (Form #1)					
	Table of Contents						
	Progi	Program Proposal Narrative					
		Organization and Project Overview Program Budget Information Project Description Contract Requirements					
	Attac	hments					
		Statement of Qualifications (Form #2 with original signatures in accompany original proposal), completed and signed by Organiz Executive Director and President of Organization Board of Direct	ation				
		Monitoring/Performance Report or Letter of Recommendation	n				
		□ Organizational Charts					
		Job Descriptions and/or Resumes of Executive Director and Program and Fiscal Staff.	Key				
		Organization Brochure (as available).					
		Contracts and Grants Form (Form #4)					
		Conflict of Interest Form (Form #6)					
		Goal and Objectives Worksheet (Form #7)					
Fisca		I Management Narrative					
	Board	d of Directors Form (Form #3)					
	Progr	ram Budget and Budget Narrative (Form #5)					
	Fisca	I Attachments					
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1 copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if organization is a non-profit organization).
1 copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (reference Section 5.4).
1 copy of bidder's last audited financial statement <u>attached to original</u> proposal copy. (Reference Section 5 for alternate submission requirements if audited financial statements are not available).
1 copy of current Organization Budget with revenues and expenses indicated.

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SECTION 9: REQUIRED FORMS

All forms must be completed and attached to submitted proposals

	Form #	Form Title
9.1	#1	Proposal Cover Statement
9.2	#2	Statement of Qualifications
9.3	#3	Board of Directors
9.4	#4	Contracts and Grants
9.5	#5	Budget and Budget Narrative Template
9.6	#6	Conflict of Interest Form
9.7	#7	Goal and Objectives Worksheet

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9.1 FORM #1: Proposal Cover Statement

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

PROPOSAL COVER STATEMENT – RFP #1204					
BIDDER ORGANIZATION NAME					
ADDRESS	Bidder Phone				
	Bidder Fax				
	Web Address				
CONTACT PERSON	Contact Phone				
	Contact E-mail				
	Contact Fax				
ADDRESS OF PROGRAM (if different than above)					
PROGRAM TITLE and SERVICE CATEGORY					
COLLABORATIVE PARTNERS/SUBCONTRACTORS	· (If applicable)				
AMOUNT OF FUNDING REQUEST					
TOTAL AMOUNT REQUESTED \$					
FEDERAL EMPLOYER NUMBER	501(C)(3) EXEMPTION				
ORGANIZATION/AGENCY PRIOR YEAR NET OPERATING BUDGET \$					
AUTHORIZATION We submit the attached response to the Notice of Request for Proposal #1204 dated and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.					
AUTHORIZED REPRESENTATIVES: (two signatures required)					
Name:	Title: Executive Director				
Signature:	Date:				
Name:	Title: Board President				
Signature:	Date:				

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9.2 FORM #2: Statement of Qualifications

1.	List any licenses or certifications held by the agency, with expiration dates.
2.	a) Who administers the agency's fiscal system?
	Name:
	Phone:
	Title:
	Work Schedule:
	b) What CPA firm prepares the agency's annual audit?
	Name:
	Phone:
	Address
3.	Number of years' bidder operated under the present business name. List related prior business names, 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.
7.	Does bidder have a controlling interest in any other firm(s)? Yes No
8.	Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes No If yes, specify below.
fina	Supply names, addresses and phone numbers of two references, one each in the areas of ancial/administrative management and social service delivery to substantiate experience and alifications.
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FORM #2, Continued

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.				
Signature		Date		
Printed Name and Title (Executive Dire	ector)			
Signature		Date		
Printed Name and Title (Board Preside	nt)			
Note: When more than one agency v signatures are required of only the lo of the agency consortium will meet s	ead agency. Lead agency v	vill certify that each member		
	D. v. 07 of 55	DED 4004		
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9.3 FORM #3: Board of Directors

1.	. Number of Board members required by the organization's bylaws:					
2.	Number of members on current Board:					
3.	When and how often does the Board meet:					
4. List current Board members below (or attach Board List in this format):						
	Member Name	Address	Occupation/ Affiliation	Board Position	# Years on Board	
5.	Describe key roles	and responsibilities of	the Board:			
				_		

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9.4 F	ORM #4: Contracts an	d Grants				
1.	List current contracts and subcontracts including government contracts and/or grants:					
	act Name/Phone # ontractor/Grantor	Services Provided <u>Under Contract</u>	Contract <u>Dates</u>			
2.	List key contracts/gran contracts/grants:	ts completed in the last five years, ir	ncluding government			
3.	Bidder agrees to allow Bidder's performance.	County to contact contractors for inf Sign below .	formation relative to			
	e and Title cutive Director or Board I	President)	Date			
	e and Title cutive Director or Board I	President)	Date			
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9.5 FORM #5: Budget and Budget Narrative Template

Entitud and Name	I	
Entity Legal Name: Term Start Date:	07/04/00	
	07/01/23	
Term End Date:	06/30/25	
Cost Reimbursement Amount		
In-Kind Match Amount (If Applicable)		
Total Budget with Match	\$ -	
Total Bauget with match	-	
	BUDGETED COST	
BUDGET CATEGORY DESCRIPTION	REIMBURSEMENT	BUDGET NARRATIVE
BODGET GATEGORT DEGORII TION	AMOUNT	DODGET MARINATIVE
PERSONNEL AND FRINGE BENEFITS	\$ -	
OPERATING COSTS	\$ -	
OTHER COSTS	\$ -	
DARTICIDANT COCTO	•	
PARTICIPANT COSTS	\$ -	
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS	\$ -	
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS	-	
COST REIMBURSEMENT AMOUNT	•	
COST REINIBURSEMENT AMOUNT		
BUDGET - IN-KIND MATCH (If Applicable)	IN-KIND AMOUNT	BUDGET NARRATIVE
DODOLT - IN-MIND MINTOTT (II Applicable)	IN-INITE AMOUNT	DODOLI MARRATIVE
IN-KIND MATCH	\$ -	
IN-KIND AMOUNT	\$ -	
Cost Reimbursement Amount	\$ -	
In-Kind/Match Amount		
Total Budget		
BUDGET AMOUNTS FROM CELLS B6 & B7	-	
MUST BE ZERO		

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Print name

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9.6 FORM #6: Conflict of Interest Form

FLICT OF INTEREST FORM					
The below noted member of the board of direct hereby certifies (please check one):	fors and executive director of the noted agency				
☐ There is NO conflict of interest with the Contra Costa County Economic Opport We attest that, to the best of our knowledge, no board member or staff have any di interest with any member of the Contra Costa County Economic Opportunity would prevent the exercise of fair and impartial judgment in our proposal evaluat of interest is a transaction or arrangement that might benefit the private interest board member, or employee.					
☐ There IS conflict of interest with the Contra Costa County Economic Opportunity Council we request that arrangements be made to mitigate any circumstances that would prevent exercise of fair and impartial judgment in our proposal evaluation. A conflict of interest transaction or arrangement that might benefit the private interest of an officer, board mem or employee. The following individual(s) is/are staff or board members of our agency:					
We also understand that all proposals and their of and may not be distributed. This form shall be red Department, Contracts and Grants Unit, 40 Doug of any contract, the proposals, with some limitati	eturned to the Employment and Human Services glas Drive, Martinez, CA 94553. Upon awarding				
Signature of Board Member	Date				
Print name					
	Title / Position / Agency				

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Title / Position / Agency

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9.7 INSTRUCTION FOR FORM #7: Goal and Objectives Worksheet

NATIONAL PERFORMANCE INDICATORS

Use one or more of the below questions to develop each goal and objective in your RFP response.

Housing - Shelter

- 1. How many clients obtained and/or maintained safe and affordable housing?
- 2. How many clients have you assisted with Emergency Temporary Shelter?
- 3. How many clients have you assisted with Emergency Home Repairs (i.e., structural appliances, heating systems, etc.)?
- 4. How many clients have you assisted with Emergency Rent or Mortgage Assistance?
- 5. How many clients purchased their own home in their community?
- 6. What is the number of Housing Consortiums/Collaboration, both public and private your organization/agency actively works with?
- 7. How many safe and affordable housing units in the community will be preserved or improved through the partnership with Contra Costa County Employment and Human Services Department Community Services Bureau?

Food - Nutrition

- 1. How many clients has your organization/agency assisted in obtaining food assistance?
- 2. How many clients have you assisted with emergency food?
- 3. How many clients in your organization/agency with infants and children have had an improvement on their health and development because of adequate nutrition?

Mental Health Access/Health Services

- 1. How many clients demonstrated improved mental and behavioral health and well-being?
- 2. How many clients obtained health care services for themselves and/or family members?
- 3. How many clients had access to safe and affordable health care services/facilities?
- 4. How many clients received Emergency Medical Care?
- 5. How many clients had access to reliable transportation and/or driver's license?
- 6. How many clients received Emergency Protection from Violence?
- 7. How many youths improved their health and physical development?
- 8. How many youths improved their social/emotional development?

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INSTRUCTION FOR FORM #7, Continued

Employment - Training

- 1. How many clients who are unemployed have obtained a job after visiting your organization/agency?
 - A. Out of those clients, how many have maintained a job for at least ninety (90) days?
 - B. Out of those clients employed, how many have obtained an increase in employment income and/or benefits?
- 2. How many clients have achieved "living wage" employment and/or benefits?
- 3. How many clients have obtained skills/competencies required for employment?
- 4. How many clients have completed ABE/GED and received a certificate or diploma?
- 5. How many clients have completed post-secondary education program and obtained a certificate or diploma?
- 6. How many accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education will be preserved or improved through the partnership with Contra Costa County Employment and Human Services Department Community Services Bureau?
- 7. What is the number of Institutions of post-secondary education/training both public and private your organization/agency actively works with?

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9.7 FORM #7: Goal and Objectives Worksheet

GOAL : Please state your goal in the box below. Choose one of the three priority areas and formulate a goal that describes how your program/project will impact the priority area.				
7 1 0	, , , , , , , , , , , , , , , , , , , ,			
OBJECTIVES	METRICS – Quantifiable	: TIMEFRAME		
Objectives	Results	(When will you		
	(Use NPIs in Section 9.7	complete task?)		
	INSTRUCTION FOR	complete task:)		
	FORM #7)			
	1 014117			

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SECTION 10: APPENDICES

10.1 GENERAL CONDITIONS

- 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. <u>Inspection</u>. 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.
- <u>Records</u>. 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. <u>Retention of Records</u>. 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,

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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. <u>Written Notice</u>. 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. <u>Cessation of Funding</u>. 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. <u>Entire Agreement</u>. 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.

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8. Modifications and Amendments.

- a. General Amendments. In the event that the total Payment Limit of this Contract is less than \$200,000 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 \$200,000 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. <u>Minor Amendments</u>. 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. <u>Disputes</u>. 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,

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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. <u>Subcontract and Assignment</u>. 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. <u>Independent Contractor Status</u>. 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, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, 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.

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- 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. <u>Nondiscriminatory Services</u>. 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. <u>Insurance</u>. 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. <u>Commercial General Liability Insurance.</u> 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 nonowned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease,

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REQUEST FOR PROPOSALS (RFP) 4204 Community Action Projects

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 a minimum combined single limit coverage of \$1,000,000.

- Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.
- c. <u>Certificate of Insurance</u>. 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. <u>Additional Insurance Provisions</u>. 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. <u>Notices</u>. 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. <u>Primacy of General Conditions</u>. 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

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REQUEST FOR PROPOSALS (RFP) 4204 Community Action Projects

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 Contactor 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. <u>Endorsements</u>. 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

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REQUEST FOR PROPOSALS (RFP) 4204 Community Action Projects

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 expends \$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 Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends 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 except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (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. <u>Authorization</u>. 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.

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10.2 National Performance Indicators

NATIONAL PERFORMANCE INDICATORS

Use one or more of the below questions to develop each goal and objective in your RFP response.

Housing - Shelter

- 1. How many clients obtained and/or maintained safe and affordable housing?
- 2. How many clients have you assisted with Emergency Temporary Shelter?
- How many clients have you assisted with Emergency Home Repairs (i.e., structural appliances, heating systems, etc.)?
- 4. How many clients have you assisted with Emergency Rent or Mortgage Assistance?
- 5. How many clients purchased their own home in their community?
- 6. What is the number of Housing Consortiums/Collaboration, both public and private your organization/agency actively works with?
- 7. How many safe and affordable housing units in the community will be preserved or improved through the partnership with Contra Costa County Employment and Human Service Department Community Services Bureau?

Food - Nutrition

- 1. How many clients has your organization/agency assisted in obtaining food assistance?
- 2. How many clients have you assisted with emergency food?
- 3. How many clients in your organization/agency with infants and children have had an improvement on their health and development because of adequate nutrition?

Mental Health Access/Health Services

- 1. How many clients demonstrated improved mental and behavioral health and well-being?
- 2. How many clients obtained health care services for themselves and/or family member?
- 3. How many clients had access to safe and adorable health care services/facilities?
- 4. How many clients received Emergency Medical Care?
- 5. How many clients had access to reliable transportation and/or driver's license?
- 6. How many clients received Emergency Protection from Violence?
- 7. How many youths improved their health and physical development?
- 8. How many youths improved their social/emotional development?

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REQUEST FOR PROPOSALS (RFP) 4204 Community Action Projects

Employment - Training

- 1. How many clients who are unemployed have obtained a job after visiting your organization/agency?
 - A. Out of those clients, how many have maintained a job for at least ninety (90) days?
 - B. Out of those clients employed, how many have obtained an increase in employment income and/or benefits?
- 2. How many clients have achieved "living wage" employment and/or benefits?
- 3. How many clients have obtained skills/competencies required for employment?
- 4. How many clients have completed ABE/GED and received certificate or diploma?
- 5. How many clients have completed post-secondary education program and obtained certificate or diploma?
- 6. How many accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education will be preserved or improved through the partnership with Contra Costa County Employment and Human Service Department Community Services Bureau?
- 7. What is the number of Institutions of post-secondary education/training both public and private your organization/agency actively works with?

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10.3 Sample of Completed Goal and Objectives Worksheet Form #7

GOAL: Please state your goal in the box below. Choose one of the three priority areas and formulate a goal that describes how your program/project will impact the priority area.

Contra Costa Housing Advocacy's goal is to provide access to affordable and safe housing by providing low-income clients assistance with housing, evictions, foreclosure, and housing violations regardless of their location in the county.

OBJECTIVES METRICS — Quantifiable Results (Use NPIs in Section 9.7 INSTRUCTION FOR FORM #7) Provide housing advice and assistance to seventy-five (75) low-income residents which include housing referrals, emergency shelter assistance, eviction requirements and procedures. Housing - Shelter Priority Areas: Our agency will assist sixty-five (65) low-income clients with emergency shelter in Contra Costa County. Our agency will assist ten (10) low-income clients maintain safe and affordable housing in Contra Costa County. TIMEFRAME (When will you complete task?) We intend on completing these tasks and assisting the projected number of low-income clients stated on our objective by the end of the 20286 CSBG contract.			
Provide housing advice and assistance to seventy-five (75) low-income residents which include housing referrals, emergency shelter assistance, eviction requirements and procedures. Housing - Shelter Priority Areas: Our agency will assist sixty-five (65) low-income clients with emergency shelter in Contra Costa County. Our agency will assist ten (10) low-income clients maintain safe and affordable housing in	OBJECTIVES		
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Provide housing advice and assistance to seventy-five (75) low-income residents which include housing referrals, emergency shelter assistance, eviction requirements and procedures. Housing - Shelter Priority Areas: Our agency will assist stated on our objective by the end of the 20286 CSBG contract. Our agency will assist ten (10) low-income clients maintain safe and affordable housing in		(Use NPIs in Section 9.7	complete task?)
Provide housing advice and assistance to seventy-five (75) low-income residents which include housing referrals, emergency shelter assistance, eviction requirements and procedures. Housing - Shelter Priority Areas: Our agency will assist ten (10) low-income clients maintain safe and affordable housing in We intend on completing these tasks and assisting the projected number of low-income clients stated on our objective by the end of the 20286 CSBG contract.		INSTRUCTION FOR	
seventy-five (75) low-income residents which include housing referrals, emergency shelter assistance, eviction requirements and procedures. Priority Areas: Our agency will assist stated on our objective by the end of the 20286 CSBG contract. Our agency will assist ten (10) low-income clients maintain safe and affordable housing in		FORM #7)	
include housing referrals, emergency shelter assistance, eviction requirements and procedures. Our agency will assist sixty-five (65) low-income clients with emergency shelter in Contra Costa County. Our agency will assist ten (10) low-income clients maintain safe and affordable housing in	Provide housing advice and assistance to	Housing - Shelter	We intend on
assistance, eviction requirements and procedures. sixty-five (65) low-income clients with emergency shelter in Contra Costa County. Our agency will assist ten (10) low-income clients maintain safe and affordable housing in	seventy-five (75) low-income residents which	Priority Areas:	completing these tasks
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Contra Costa County. Our agency will assist ten (10) low-income clients maintain safe and affordable housing in		emergency shelter in	stated on our objective
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clients maintain safe and affordable housing in		Our agency will assist	
clients maintain safe and affordable housing in		ten (10) low-income	
		clients maintain safe and	
Contra Costa County.		affordable housing in	
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CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Staff Report

File #: 25-3315 **Agenda Date:** 8/14/2025 **Agenda #:** 6.

Advisory Board: Economic Opportunity Council

Subject: APPROVE attendees to the 2025 CalCAPA Conference.

Presenter: Melissa Molina

Contact: C. Castle-Barber 608-8819

Information:

APPROVE attendees to the 2025 CalCAPA Conference.





2025 CALCAPA ANNUAL CONFERENCE

November 4-6, 2025

Join us as we come together to learn, connect, and grow stronger as a force for change across California.

REGISTER

087: 03: 12: 11
DAY(S) HOUR(S) MINUTE(S) SECOND(S)

2025 CALCAPA ANNUAL CONFERENCE

Rooted in Resilience

Like palm trees in the desert, **our network stands tall**—deeply rooted in purpose and grounded in our commitment to creating lasting impact for communities across California.

REGISTER TODAY

About the event

The 2025 CalCAPA Annual Conference is more than a lineup of engaging workshops—it's a full-scope experience designed to inspire, connect, and rejuvenate. Held at the stunning Grand Hyatt Indian Wells, attendees will enjoy access to resort-style amenities like poolside cabanas, world-class spa services, on-site dining, and breathtaking desert views.

Beyond the sessions, the conference features special events that bring the Community Action Network together: kick things off at our **Welcome Reception**, celebrate excellence at the **CalCAPA Awards Luncheon**, and build new connections at the **Young Professionals Meet-Up**. Whether you're here to learn, network, or recharge, this is a space where mission meets momentum.

Welcome Reception

Location: TBA

Kick off the 2025 CalCAPA Annual Conference at our Welcome Reception– an evening of connection, conversation, and celebration under the Indian Wells sky. Enjoy light bites, refreshments, and a relaxed atmosphere as we come together to toast the start of an inspiring week with fellow Community Action professionals from across California.

CalCAPA Awards Luncheon

✓

Young Professionals Meet-Up

At A Glance

Monday, Nov 3

CSBG Service Providers Meeting

- 9:00-1:00 Registration Check-in
- 12:00 Lunch (*Provided-Attendance must be indicated on conference registration*)
- 1:00-4:00 Quarterly CSP Meeting

Tuesday, Nov 4

- 8:00 Breakfast (Provided)
- 8:30-10:00 Conference Kick-off
- 10:15-11:30 Morning Sessions
 - Creating & Sustaining a CAP Agency Foundation CAP Kern
 - Designing Diaper Programs: lessons Learned from DDDRP & Other Models –
 CalCAPA
 - Energy Summit Session TBA
- 11:45-1:15 CalCAPA Awards Luncheon (Lunch Provided)
- 1:30-4:15 Afternoon Sessions
 - 1:30-2:45 PM Using Technology to Effectively Coordinate the Rescue & Redistribution of Food – CAA of Butte County, Inc.
 - 1:30-2:45 PM Building Partnerships with a Local Foundation Inland Empire Community Foundation
 - 1:30-2:45 PM Energy Summit Session TBA
 - 3:00-4:15 PM Rooted in Resilience: Storytelling and Impact Strategies to Strengthen Culture and Retain Staff in Housing & Homeless Services – CAP Kern
 - 3:00-4:15 PM 2025 CSBG Monitoring Presentation CSD
 - 3:00-4:15 PM Energy Summit Session TBA
- **4:30-6:30** Welcome Reception (Hors D'oeuvres Provided)

Wednesday, Nov 5

- 8:00 Breakfast (*Provided*)
- 8:30-9:15 Opening Session
 - Keynote Speaker Ellen Aprill, Senior Scholar in Residence UCLA School of Law
- 9:30-12:15 Morning Sessions
 - 9:30-10:45 AM How to Embrace Being a Community Action and Use It for Image Development – CAP OC
 - *9:30-10:45 AM* Whole Person Heath Score Riverside University Health System
 - 9:30-10:45 AM Energy Summit Session TBA
 - 11:00-12:15 PM CSBG Annual Report Refresher Training
 - 11:00-12:15 PM CalCAPA Business Meeting
 - 11:00-12:15 PM Energy Summit Session TBA
- 12:15-1:45 Lunch on Your Own
- 1:45-4:00 Afternoon Sessions
 - 1:45-2:45 PM Executive Director Roundtable
 - 1:45-2:45 PM CalAIM Roundtable
 - 1:45-2:45 PM Energy Summit Session TBA
 - **3:00-4:00 PM** Using Benchmarking to Increase Competitiveness of Your Retirement Mutual of America
 - 3:00-4:00 PM CalAIM Roundtable CalCAPA
 - 3:00-4:00 PM Energy Summit Session TBA
- 4:30-6:30 Young Professionals Meet-up (Hors D'oeuvres Provided)

Thursday, Nov 6

• 8:30 - Breakfast (Provided)

- 9:00-10:15 NCAF Founder, David Bradley
- 10:30-11:45 Closing Sessions
 - 10:30-11:45 AM Your Story Raises Awareness & Donations Wipfli
- 12:00-12:30 Conference Closeout Session

Click Here to Download Agenda

Registration

Early Bird Ends July 31, 2025 Standard Member

Non-Member

\$650

\$750

\$800

GET EARLY BIRD TICKETS

Early Bird registration closes August 15th!

Featured Topics

Strategic Funding Diversity

Explore practical ways to expand an agency's funding sources while remaining aligned with its mission. Participants will learn how to identify and obtain diverse funding, including public grants, private foundations, social enterprise models, and community partnerships. The presentation could also address the risks of relying too heavily on one funding stream and offer strategies for building long-term financial stability.

Grant Writing and Proposal Development

Lear about various aspects of the entire grant development process, covering how to identify funding opportunities and match them with community needs, how to write clear narratives, set measurable outcomes, draft relevant logic models, and develop realistic budgets. Attendees will gain practical advice for storytelling with data, aligning with funder priorities, and showing impact in ways that appeal to both public and private funders.

Financial Management and Sustainability

Receive essential guidance on maintaining compliance, ensuring fiscal accountability, and building long-term sustainability in a complex funding environment. It can also cover key topics such as budgeting for multi-funded programs, managing restricted versus unrestricted funds, preparing for audits, and aligning financial practices with strategic goals. Presenters can share tools and real-world strategies for strengthening internal controls, improving financial reporting, and making data-driven financial decisions.

Data and Performance Management

Learn how Community Action Agencies can use data to inform decisions, meet performance benchmarks, and improve outcomes for the communities they serve. It can also include strategies for developing a strong data culture, integrating Results Oriented Management and Accountability (ROMA) principles, utilizing tools like dashboards and logic models to monitor and report progress, turning compliance requirements into opportunities for learning and growth, and aligning data collection with strategic objectives and community needs.

Demonstrating Impact and Storytelling

Learn how to effectively blend quantitative results with compelling stories to showcase your organization's impact. Participants will learn to find engaging stories, connect them with key performance indicators, and customize messages for different audiences, including funders, policymakers, and the public.

Policy and Advocacy

Learn the basics of policy and advocacy work, including how to work with lawmakers and create effective policy messages. Participants could learn how to track legislation, mobilize community voices, and align advocacy efforts with organizational goals. The presentation could also discuss building relationships with elected officials, engaging community voices, and aligning advocacy efforts with agency objectives and data. Real-world examples could show how CAAs influence change through grassroots efforts and strategic partnerships.

Board Development and Governance

Explore best practices for board development and effective governance, including recruitment and onboarding, defining roles and responsibilities, and promoting a culture of accountability and strategic leadership. It might explore strategies for recruiting and retaining board members who reflect the communities served, clarifying roles and responsibilities, encouraging collaboration and transparency, and ensuring compliance with legal and ethical standards.

Efficiency and Effectiveness

Explore strategies to boost organizational efficiency while enhancing overall effectiveness. Participants could learn how to streamline internal processes, reduce duplication, and optimize resources without compromising service quality or mission. It could also focus on identifying process improvements, leveraging technology, and implementing performance metrics that balance cost management with client-centered service delivery. The session will highlight how to foster a culture of continuous improvement and data-driven decision-making within your agency.

CSBG Implementation

Receive a detailed overview of CSBG implementation, including compliance with federal and state standards, performance management through the Results Oriented Management and Accountability (ROMA) framework, and aligning services with local needs identified in the Community Needs Assessment. Participants could gain practical insights into planning, reporting, and using CSBG funds to support strategic initiatives.

Energy and Weatherization

Navigate challenges and solutions involved in implementing various Federal Department of Energy assistance programs, with a focus on developing administrative and service delivery staff. Participants could improve their skills in program management, client negotiations, field decision-making and might earn continuing education credits.

Submit a Proposal

Thank You to Our Sponsors!

Interested in becoming a sponsor? Submit an *interest form* here!

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CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Staff Report

File #: 25-3316 **Agenda Date:** 8/14/2025 **Agenda #:** 7.

Advisory Board: Economic Opportunity Council

Subject: RECEIVE June 2025 CSBG Fiscal Report for Grant # 25F-6009.

Presenter: Michael Morris

Contact: C. Castle-Barber 925-608-8819

Information:

RECEIVE June 2025 CSBG Fiscal Report for Grant # 25F-6009.

	nunity Services Block Grant										
	nly Expenditures										
	Contract #25F-6007										
Term:	Jan 1, 2025 through April 30, 2026										_
Line		Sub	Original	Apr	May	Jun	Jul	Aug	YTD		+
Item	Description	Object	Budget	2025	2025	2025	2025	2025	Total	Balance	% Spen
	ADMINISTRATIVE COSTS:	•	Ť								
	Salaries and Wages	1011	16,599	-	7,166.36	4,538.70		-	11,705.06	4,893.94	71%
	Comm Svcs Dir		-		_	-	-		-	_	
	Accountant	1081	16,599	-	7,166.36	4,538.70	-			16,599.00	0%
2	Fringe Benefits		10.125	-	4,811.09	3,011.58			7.822.67	2.302.33	77%
	Employee Group Insurance	1060	Ĺ		55.96	·			,	-	
	Labor recd/provided-other empl	1081	10,125		4,755.13	3,011.58			7,766.71	2,358.29	779
3	Other Costs-Indirect Costs		70,000	-	10,174.54	8,882.11		_	19,056.65	50,943.35	27%
	Indirect Costs	5022/2315/2316/1081 indirect	70,000		10,174.54	8,882.11	-		19,056.65		
ŀ	Total Administrative Costs		96,724		22,151.99	16,432.39			38,584.38	58,139.62	2 40%
	PROGRAM COSTS:				,	,					1
	Salaries and Wages	1011	263,989	2,021.64	18,666.58	22,750.73	-	-	43,438.95	220,550.05	16%
	Subtotal Program		203,989		11,822.50	16,643.71		-	28,466.21	175,522.79	14%
	Division Manager		21,707		4999.22	,			4,999.22	16,707.78	
	ASA III		110,193			9,820.43			9,820.43	100,372.57	99
	CSM		72,089		6,823.28	6,823.28			13,646.56	58,442.44	19%
	Student Interns		60,000	2,021.64	6,844.08	6,107.02	-	-	14,972.74	45,027.26	25%
	Intern Solis	1	12,000	2,021.64	1,768.93	1,684.70			5,475.27	6,524.73	46%
	Intern Roman, N	2	12,000		1,558.34	1,811.05			3,369.39		
	Intern Roman, Luis	3	12,000		1,832.11	1,263.52			3,095.63	8,904.37	26%
	Intern Gil, S	4	12,000		1,684.70	1,347.75			3,032.45		
		5	12,000						-	12,000.00	09
2	Fringe Benefits		129,863	13,121.11	8,488.68	12,224.57	-	-	33,834.36		
	Program Fringe Benefits		122,063	13,121.11	7,688.98	11,511.01			32,321.10		
	Student Interns Fringe Benefits		7,800		799.70	713.56			1,513.26		
3	Operating Expenses		32,892	4,397.39	6,961.19	532.67	-	-	11,891.25	21,000.75	
	Office Expense	2100/02	1,000		7.78	3.12			10.90	989.10	19
	Communications	2110	1,000		31.74	31.58			63.32		
	Tel Exchange Service	2111	500		54.18	40.62			94.80		
	Membership Dues	2200	6,650	4 007 00	4 075 00	074.45		ļ	-	6,650.00	
	Local Travel Conferences/Training Meeting Meals	2300/03 2150	10,000 3,420	4,397.39	4,075.36	374.15		 	8,846.90	1,153.10 3,420.00	
	Supplies for Outreach/Homeless	2479/90	10,322		2,792.13	83.20			2,875.33	7,446.67	
	Out-of-State Travel	241 0100	13,000		2,102.10	00.20			2,010.00	13,000.00	
	Subcontractor Services		409,002		58,181.33	72,565.87			130,747.20		
		2012		-	•	12,565.87	-	-		· ·	_
	Opportunity Junction, Inc GRIP	2310 2310	37,182 37,182		4,098.50 3,067.76	12,295.50 3,803.81			16,394.00 6,871.57		
	Rising Sun Center For Opportunity	2310	37,182		3,282.81	3,462.35			6,745.16		
	CC Interfaith (Hope Solutions)	2310	37,182		1,842.17	3,625.48			5,467.65		
5	Bay Area Legal Aid (BALA)	2310	37,182			14,211.62			14,211.62	22,970.38	38%
	STAND!	2310	37,182		3,339.48	3,198.98			6,538.46		
	Loaves and Fishes of Contra Costa	2310	37,182		11,993.53	8,185.83			20,179.36		
	Monument Crisis Center St. Vincent de Paul	2310 2310	37,182 37,182		21,066.48	9,295.53 10,458.80			9,295.53 31,525.28		
	St. Vincent de Paul Lao Family Community Development	2310	37,182		1,203.82	10,458.80			1,203.82		
	Monument Impact	2310	37,182		8,286.78	4,027.97			12,314.75		
	Total Program Costs		848,746	19,540.14	92,297.78	108,073.84		.	219,911.76	· ·	
	Total Expenditures		945,470	19,540.14	114,449.77	124,506.23	-	_	258,496.14		



CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Staff Report

File #: 25-3317 **Agenda Date:** 8/14/2025 **Agenda #:** 8.

Advisory Board: Economic Opportunity Council

Subject: RECEIVE final report on CSBG Onsite Monitoring for 2025.

Presenter: C. Castle-Barber Contact: 925-608-8819

Information:

RECEIVE final report on CSBG Onsite Monitoring for 2025.

2025 Monitoring Report (rev. May-25)

Agency Information

Contra Costa County Employment & Human Services **Agency Names**

Department/Community Services Bureau

CCC EHSD CSB Agency Abbreviation

Public Agency Type C-25-008 Report # CSD/Field Representative Patrick Kane **Date Report Completed** June 30, 2025

Contracts Reviewed

Contract #	Contract Term	Amount	Contract Type
24F-3007	1/1/24- 4/30/25	\$951,164	Annual CSBG
24F-3007	6/15/24- 4/30/25	\$26,000	CSBG Discretionary
25F-6007	1/1/25- 4/30/26	\$945,470	Annual CSBG

Entrance Conference

Purpose of Visit

The purpose of this review was to monitor statutory and contractual requirements under the Community Services Block Grant (CSBG) for financial accountability and programmatic compliance in accordance with Federal and State laws and the Department of Community Services Development (CSD) policy.

Date of Entrance Conference

May 6, 2025

The following persons were present during the Entrance Conference:

Entity	Position	Name		
EHSD CSB	EHSD Director	Marla Stuart		
EHSD CSB	Chief of Admin. Services	Ernestine Cook		
EHSD CSB	CFO	Navdeep Singh		
EHSD CSB	Accountant III	Michael Morris		
EHSD CSB	Asst. Manager	Melissa Molina		
EHSD CSB	Division Manager	Christina Castle-Barber		
EHSD CSB	ASA III	Roshunda Ward		
EHSD CSB	Interim CSB Director	Scott Thompson		
CSD	CSBG Field Representative	Patrick Kane		
Monitoring Overview				

The following items were discussed:

- Monitoring Overview
- CSD Updates
- Tripartite Board Meeting Minutes
- Contract Execution
- CSBG Expenditures and Trend Chart

- Closeout Process
- 2024 CSBG Annual Report Outcome Discrepancies
- 2026-2027 CAP CNA
- Organizational Standards
- 2024 Desk Review and Status Updates

Administrative Review

Board Composition

According to the agency's bylaws dated October 22, 2024, the Tripartite Board must be composed of fifteen (15) Members. Per agency's bylaws the Board membership shall be composed of: five (5) public sector members, five (5) low-income members, and five (5) private sector members. Bylaws do not specify a target timeframe for filling board vacancies.

Regarding the establishment of a quorum the bylaws state, a "quorum of 51% of current Executive Committee members, excluding vacancies, will be required to make a program recommendation on behalf of the general membership."

A review of the agency's bylaws did confirm the agency has an acceptable, enumerated policy for the democratic selection of low-income board members.

The CSD 188 board roster dated May 9, 2025, indicates the Board has fourteen members seated: four public sector members, five low-income sector members, five private sector members with the following board vacancy:

Date of Vacancy	Sector	Length of Vacancy
6/21/2024	Public	10 months

Board Meeting Minutes

Submission of Board Meeting Minutes

Board Involvement

Agency did submit approved minutes for its board meetings to CSD within thirty days of approval as required in the annual contract agreement (2025 CSBG Contract Agreement Section 4.1.5).

A review of the board minutes from February 12, 2025, March 13, 2025, and May 8, 2025 indicates a quorum was met for each meeting. The information contained within the board minutes did provide the Field Representative with sufficient information to confirm the board's

involvement in the development, planning, implementation, and evaluation of the program.

Date of Board Meeting	Date Minutes Approved by the Board	Date Minutes Submitted to CSD	Minutes submitted within 30- day requirement (Y/N)	Minutes reflect Board Involvement (Y/N)	Quorum? (Y/N)
4/10/25	5/8/25	5/9/25	Υ	Υ	Y
3/13/25	4/10/25	4/11/25	Y	Y	Y
2/13/25	3/13/25	3/14/25	Y	Y	Y

Fiscal Review

Working Capital Advance

The Field Representative was presented documentation which demonstrates the agency does retain the advance payment in an interest-bearing account or submitted an appropriate waiver (45 CFR § 75.305(b)(8)).

Expenditure Progress

During the entrance conference the Field Representative met with the Executive Director and Program Manager to discuss the status of all open contracts.

CSBG Contract 24F-3007

A review of EARS reports from June 2024 through April 2025 indicates 100% of the \$951,164 allocation has been expended. The agency has fully expended its contract.

CSBG Disc Contract 24F-3007

A review of EARS reports from June 2024 through April 2025 indicates 100% of the \$26,000 allocation has been expended. The agency has fully expended its contract.

CSBG Contract 25F-6007

A review of EARS reports from January 2025 through March 2025 indicates 0% or \$0 of \$945,470 has been expended. The Agency is within 15% of its historic 3-year spending trend.

Expenditure Reporting

A review of agency's monthly Expenditure Activity Reporting System (EARS) reports from June 2024 through March 2025 indicates agency has not submitted monthly expenditures for open contracts on or before the 25th calendar day following the report period in accordance with current reporting requirements. (CPN-C-22-01, 1.0 CSBG Reimbursement Policies and Procedures, 1.1 Financial Reporting - EARS Invoice Due Date).

Expenditure activity reports were submitted after the due date and end of the month grace period for the following contract reporting periods:

Contract #	Expenditure Reporting Period	Due Date	Certification Date	No. of Days Overdue
	12/1/2024- 12/31/2024	1/25/2025	2/5/2025	11
24F-3007				
CAA	2/1/2025- 2/28/2025	3/25/2025	4/23/2025	29
24F-3007	1/1/2025-	2/25/2025	4/23/2025	57
Disc.	1/31/2025			

Contract Execution and Deliverables Submission

As a Public agency, Contra Costa County Employment & Human Services Department/Community Services Bureau is required to complete contract execution and deliverable submission within 45 days of receipt (2025 CSBG Contract Agreement Section 2.1.1).

2025 CSBG Contract Agreement 25F-6007 and associated programmatic deliverables were due to CSD on or before February 3, 2025.

A review of the contract and deliverable submission tracking for this contract indicated that while the deliverables were submitted on time, the contract was not submitted in a timely manner.

The contracts and amendments listed below were submitted after the contractually prescribed due dates:

Contract #	Work Product	Due Date	Submission Date
,,	Amendment 1 Contract Execution	7/15/24	10/4/24
24F-3007	Amendment 2 Contract Execution	10/8/24	11/21/24
	Amendment 3 Contract Execution	1/16/25	3/20/25
25F-6007	Contract Execution	2/3/25	4/9/25

Contract Close-out Submission

A review of agency's 2024 contract close-out report submission indicates agency did submit the applicable Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory

Schedule (CSD 715D), on or before the contractually prescribed due date. (2024 CSBG Contract Agreement Section 6.2).

Line-Item Expenditure Review

Based upon agency's CSBG allocation, Field Representative sampled the following nine transactions from costs reported across three line-items in EARS:

Contract #	Report Period	Section (Program/ Admin)	Line Item	Amount
24F-3007	9/1/24- 9/30/24	Program	Out-of-State Travel	\$90.52
24F-3007	9/1/24- 9/30/24	Program	Out-of-State Travel	\$84.57
24F-3007	9/1/24- 9/30/24	Program	Out-of-State Travel	\$66.00
24F-3007	10/1/24- 10/31/24	Program	Subcontractor/Cons ultant Services	\$3,098.51
24F-3007	10/1/24- 10/31/24	Program	Subcontractor/Cons ultant Services	\$4,098.50
24F-3007	10/1/24- 10/31/24	Program	Subcontractor/Cons ultant Services	\$4,130.70
24F-3007	10/1/24- 10/31/24	Program	Subcontractor/Cons ultant Services	\$1,792.46
24F-3007 Disc	12/1/24- 12/31/24	Program	Subcontractor/Cons ultant Services	\$397.35
24F-3007 Disc	12/1/24- 12/31/24	Program	Subcontractor/Cons ultant Services	\$680.40

The Field Representative reviewed the general ledger, subledger detail, vendor invoices, expenditure authorizations, and cancelled checks and verified the documentation supported the transactions sampled from expenditures reported in EARS.

Equipment Validation Review

Not Applicable

Programmatic Review

Program Reports

A review of the 2024 CSBG Annual Report Modules 2 – 4 indicates the report was submitted timely by the agency in accordance with the annual CSBG Contract Agreement Section 7.4.4.

Program Performance

A review of the agency's 2024 CSBG Annual Report Modules 3 – 4 shows the agency achieved the following results:

Family Domains (Module 4)	Indicator	Target	Actual
FNPI 1. Employment	FNPI 1b. The number of unemployed adults who obtained employment (up to a living wage).	60	58
FNPI 2. Education and Cognitive Development	FNPI 2c. The number of children and youth who demonstrated improved positive approaches toward learning, including improved attention skills	1,470	1,450
FNPI 2. Education and Cognitive Development	FNPI 2h. The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.	85	81
FNPI 4. Housing	FNPI 4a. The number of individuals experiencing homelessness who obtained safe temporary shelter.	150	141

Client File Review

The Field Representative reviewed twelve participant files for program outcomes reported in Section A of Module 4 of the 2024 CSBG Annual Report. The review was a sampling of the clients served for the indicators referenced in the Program Performance section above. The documentation provided for these outcome indicators did contain the necessary documentation to demonstrate the clients met income eligibility for services and achieved the stated outcome.

Organizational Standard Review

Agency did submit the 2024 Organizational Standards assessment by the August 31, 2024, due date. (CSBG Contract Agreement Section 7.3).

Agency's final 2024 Organizational Standards score is 100%

Executive Director confirmed Agency is on track to submit 2025 Organizational Standards by September 2, 2025 due date.

Subcontractor Review

The Field Representative, in accordance with the 2024 CSBG, and 2025 CSBG Agreement Section 4.21.2 assessed the contractor requirements,

which included verification of submission of the CSD 163 Subcontractor List form which included the completion of an Excluded Parties List System ("EPLS") search for each subcontractor and adherence to agency monitoring and procurement policies and procedures. The assessment determined the agency is in compliance.

Child Support Referral Policy

The Field Representative determined the agency has a written referral policy in place to the state or local Department of Child Support Services (42 U.C.S. § 9919(b)).

Safeguard of Client Files

The Field Representative reviewed agency records retention and destruction policy and verified the agency has safeguards in place to protect client information including physical security measures, administrative controls, and technical controls (45 CFR §§ 75.361 - 75.370).

Site Visits

Program Visit

The Field Representative conducted a site visit during agency on-site monitoring. The program visited was:

Program Name:	Opportunity Junction
Address:	3102 Delta Fair Blvd, Antioch, CA
Phone Number:	(925) 775-0315
Contact Name:	Brianna Robinson

Opportunity Junction offers job training, support, work experience, and placement assistance for careers in healthcare (starting with Certified Nursing Assistant training) and office administration (focused on office technology skills), as well as offering career counseling and placement assistance to those with other goals and ambitions.

Second Program Visit

The Field Representative also visited the following program/ subcontractor:

Program Name:	STAND!
Address:	1410 Danzig Plaza, Concord, CA
Phone Number:	(925) 608-8875
Contact Name:	Rhonda James

STAND! Is a nonprofit organization dedicated to helping survivors of domestic violence. They provide a wide variety of programs from emergency shelter and transitional housing to children's therapy, childcare, and children's educational programs to abused children and those affected by domestic violence. STAND! also trains legal and law enforcement personnel, human services professionals, educators and

health care providers in domestic violence prevention and survivor support.

Community Action Board (CAB) Visit

Field Representative was unable to attend a CAB meeting.

Exit Conference

Date of Exit Conference

The following persons were present during the Entrance Conference:

The following items were

Corrective Actions

Findings

discussed:

Observations

Thursday, May 8, 2025.

Entity	Position	Name
EHSD CSB	EHSD Director	Marla Stuart
EHSD CSB	Chief of Admin. Services	Ernestine Cook
EHSD CSB	CFO	Navdeep Singh
EHSD CSB	Accountant III	Michael Morris
EHSD CSB	Asst. Manager	Melissa Molina
EHSD CSB	Division Manager	Christina Castle-Barber
EHSD CSB	ASA III	Roshunda Ward
EHSD CSB	Interim CSB Director	Scott Thompson
CSD	CSBG Field Representative	Patrick Kane

- Highlights of Review
- Monitoring Timeline
- CAB Fiscal and Programmatic Reporting
- EARS Report Submission
- Closeout Process
- Data Collection and Analysis

No findings issued.

Observation 1: Board Vacancy

Vacancy between 4-12 months.

The board roster dated May 9, 2025 indicates the following board vacancy:

Date of Vacancy	Sector	Length of Vacancy	
6/21/2024	Public	11 months	

Corrective Action:

Agency will be required to submit updates to CSD according to the schedule below outlining efforts to fill open board seat until filled:

September 30, 2025

December 31, 2025

March 31, 2026

Response/Resolution Due Date:

This observation will be closed once agency demonstrates that outstanding board vacancy have been filled through the submission of an updated CSD 188 board roster.

Observation 2: Untimely Contract Execution and/or Deliverables Submission

As a public agency, Contra Costa County Employment & Human Services Department, Community Services Bureau is required to complete contract execution and deliverable submission within 45 days of receipt (2022 CSBG Contract Agreement Article 2.1.1).

Following Agency's 2024 CSBG Desk Review, EHSD CSB explained their internal approval process for revenue contracts takes 12 weeks, or 84 days. As a result of these conversations, Contra Costa EHSD CSB are expected to return their contracts within 84 days instead of the standard 45 days for Public Agencies.

The following contracts were submitted after the mutually agreed upon due dates:

Contract #	Work Product	Adjusted Due Date	Submission Date
24F-3007	Amendment 1 Contract Execution	8/19/24	10/2/24
	Amendment 2 Contract Execution	11/18/24	11/20/24
	Amendment 3 Contract Execution	2/27/25	3/20/25
25F-6007	Contract Execution	3/17/25	4/7/25

Corrective Action:

To address this observation Agency must take the following actions:

- 1) Agency must complete and submit future amendments for contract 25F-6007 reflecting the inclusion of additional funds through any additional amendments by December 31, 2025, as well as submitting the 2026 CSBG Contract Agreement and all associated contract deliverables within the timeframe agreed upon by Contra Costa County Employment & Human Services Department, Community Services Bureau and CSD (84 days).
- 2) Agency must inform CSD in advance of any challenges which will impact future contract related submissions.

Response/Resolution Due Date:

This observation will be reassessed during the 2026 CSD desk review and will be closed following the completion and submission by the agency of all items noted in the above corrective action.

Please note:

CSD may request additional information related to meeting/resolving Findings addressed in this report. Unresolved Findings may result in additional monitoring or a High-Risk designation.

Recommendations

Recommendations

Recommendation 1:

Agency should endeavor to submit expenditure reports by the prescribed due dates in order to meet contractual requirements.

Technical Training Assistance

Not applicable.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Staff Report

File #: 25-3318 **Agenda Date:** 8/14/2025 **Agenda #:** 9.

Advisory Board: Economic Opportunity Council Subject: DISCUSS Update on CSBG Strategic Plan.

Presenter: C. Castle-Barber Contact: 925-608-8819

Information:

DISCUSS Update on CSBG Strategic Plan.

UPDATES TO ECONOMIC OPPORTUNITY COUNCIL – 10-10-24
UPDATES TO ECONOMIC OPPORTUNITY COUNCIL – 8-14-25

1. AGENCY LEVEL GOAL

Rooted in economic and environmental equity, build capacity for and deeper connections and knowledge sharing amongst Economic Opportunity Council members, subcontractors, and community, promoting leadership development and intersectional collaboration.

Strategies:

- Engage staff, Economic Opportunity Council and subcontractors in exploring and learning about intersectionality to better understand it together and fully integrate it into our service delivery models so that our services are grounded in-equity, respect, and justice.
 - 60th Anniversary Roundtable held on May 9, 2024 included updates and client stories that showed integration into service delivery models.
 - Event in October 2025? Critical given the current administration's directives how
- Transition to a two-year grant cycle for CSBG subcontractors to allow for deeper work and relationship-building resulting in greater outcomes.
 - Complete: This was done with the 2024—2025 contracts.
- Align the work of the Contra Costa County Community Action Agency with an increased number of community partners to aid in furthering the work outlined in the Community Action Plan.
 - In 2024 the work of our agency has been shared with other community partners at broad based coalitions such as: FESP (Family Economic Security Partnership), Ensuring Opportunity, Homelessness Action Coalition, and several town hall meetings held by county legislators.
- Fully utilize the Community Action Virtual Onboarding (CAVO) eCourse system to train staff
 and board members, with an emphasis on leadership development for low-income sector
 representatives.
 - Staff will be presenting a recommendation to the Fiscal Committee for the 2025
 CSBG budget to include CAVO with Roshunda Ward as project manager.
 - Will consider using any additional funding that comes in for this in 2025.
- Increase efficiency and transparency by sharing the Employment and Human Services
 Department's written policies and procedures as they relate to the work of the Community
 Action Agency so that we can hold ourselves and others accountable.
 - Required Advisory Body trainings and supplemental trainings on RFI scoring, Site Monitoring, and use of social media have been shared.
 - New Remote Meeting policy shared.
 - New Advisory Body Required Trainings policy shared.

Alignment with National Community Action Goal: Communities where people with low incomes live are healthy and offer economic opportunity.

2. COMMUNITY LEVEL GOAL

 $Create\ living\ wage\ jobs\ through\ our\ subcontractors\ and\ the\ CSBG\ internship\ program,\ sharing\ best$

Commented [CC1]: Need to find alternative words to state this,

Commented [CC2]: Need to find alternative words to state this.

UPDATES TO ECONOMIC OPPORTUNITY COUNCIL – 10-10-24

UPDATES TO ECONOMIC OPPORTUNITY COUNCIL – 8-14-25

practices and increasing connections between them to have a bigger impact.

Strategies:

- Elevate best practices and promote best practices, invite speakers, and increase connections
 with the subcontractors and student interns at the Roundtable Events hosted by the EOC.
 - Four speakers were selected for the 2024 Subcontractor Roundtable to share lived experiences with poverty and how Community Action Programs help them.
 They were:
 - Desire Medlen, Economic Opportunity Council Low Income Sector
 - Myhanh Lopes, Opportunity Junction, Administrative Careers Training Graduate
 - Sandra Locke, Rising Sun Center for Opportunity, Opportunity Build Program Graduate
 - Guadalupe Ristenza, St. Vincent de Paul, Workforce Development Program Graduate
- Create an alumni program comprised of Student Intern graduates and leverage their experiences to empower and encourage current student interns.
 - Complete: Student interns are linked with graduates that are now employed by CSB in a buddy system upon hire. In addition, the current program coordinator is a former Student Intern.
- Integrate the work of Contra Costa County and the City of Richmond Workforce
 Development programs with that of the Contra Costa County Community Action Program in
 an effort to create more living wage jobs.
 - Complete: MOU signed by Marla Stuart in 2023, and Christina Castle-Barber sits on the committee.
- Educate ourselves about successful job training programs and share learnings to replicate them in the community.
 - Will work on this in 2025
 - Still a focus? Roundtable or other convening?
- Invite labor, libraries, and other entities that offer volunteer or paid internship and apprenticeship positions that involve skill building and lead to attainment of entry level jobs leading to living wages.
 - Will work on this in 2025
 - Still a focus? Roundtable or other convening?

Alignment with National Community Action Goal: People with low incomes are engaged and active in building opportunities in communities.

3. INDIVIDUAL/FAMILY LEVEL GOAL

Acknowledge gaps, meet people where they are, and advocate for compassionate solutions to provide the basic needs for the most vulnerable individuals and families in Contra Costa County.

Strategies:

2 | Page

UPDATES TO ECONOMIC OPPORTUNITY COUNCIL – 10-10-24
UPDATES TO ECONOMIC OPPORTUNITY COUNCIL – 8-14-25

- Increase advocacy efforts by engaging the EOC and community partners in opportunities to
- contact legislators on a regular basis regarding policy issues that impact the work of Community Action and the low-income community.
 - EOC members remain engaged in town hall meetings, one-on-one meetings with legislators, and, in May 2024, visited Sacramento for CalCAPAs Legislative Conference and Capitol visit.
 - EOC was well represented at CalCAPA Advocacy Day in April 2025. All seven Contra Costa County Legislators were contacted via visits in the Swing Building or on the lawn of the Capitol Building. Advocated for three bills.
- Identify gaps by conducting listening sessions with the low-income community and community partners and actively seek solutions to ensure the well-being of individuals and families.
 - Site monitoring includes a listening session with each subcontractor on what their needs and opportunities are and how the agency and EOC can align. The Subcontractor Roundtable in May also including opportunities for clients and agencies to share. Plans are in progress for a minimum of 5 listening sessions in early 2025 to inform the Community Action Plan.
 - Site monitoring and five public hearings held in 2025 yielded excellent information to identify gaps and address them with the 2026-2027 funding awards. RFP to be issued in August 2025.
- Increase knowledge of and gain a better understanding of systems changes and use this
 knowledge to help individuals and families navigate these changes through educational
 campaigns and appropriate methods of communication.
 - EOC Chair Zeimer training Head Start Policy Council members on how to register to vote, CSB educated the community about the new regulation allowing anyone who receives CalFresh to be automatically income eligible for head start services through a mailing and social media campaign.
 - Staff and some EOC members attended immigration training available in the community. CSBG staff attended webinars on new executive orders so ensure that programs funded by the federal government were following all requirements as instructed by funding agency.
- Strive for equity and respect for our low income individuals and families and be active in economic and social justice efforts.
 - CSB staff sit on DEI committees and EOC members attend FESP, which recently
 hosted the County Librarian who demonstrated how they choose children's
 books to represent diversity, equity, and inclusion. Our subcontractor,
 Monument Impact, is presenting a play called iLEGALLY BROWN, which brings
 to light the realities of the housing crisis as an immigrant.
- Keep abreast of funding coming into the county and advocate for its use to address the gaps identified.
 - EOC members have been active on Measure X committees and have attended public hearings and town halls to address gaps as identified in the Community Action Plan.
 - Measure X funds received by Measure X to expand mental health services to

Commented [CC3]: Remove due to Executive Order and CSBG guidance

UPDATES TO ECONOMIC OPPORTUNITY COUNCIL – 10-10-24 UPDATES TO ECONOMIC OPPORTUNITY COUNCIL – 8-14-25

Head Start and Early Head Start program children, families and staff.

Alignment with National Community Action Goal: Individuals and families with low incomes are stable and achieve economic security.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Staff Report

File #: 25-3319 **Agenda Date:** 8/14/2025 **Agenda #:** 10.

Advisory Board: Economic Opportunity Council

Subject: DISCUSS PRWORA Executive Order and Safety Net Cuts.

Presenter: C. Castle-Barber Contact: 925-608-8819

Information:

DISCUSS PRWORA Executive Order and Safety Net Cuts.







HHS Rescinds Key Guidance: What It Could Mean for Community Action and Federal Benefits

Monday, July 28, 2025 1:30pm ET / 12:30pm CT / 11:30am MT / 10:30am PT





The Promise Of Community Action

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.









Savanna Arral, Esq.

Jonathan Cohen, Esq.

Allison Ma'luf, Esq.

caplawinfo@caplaw.org



Executive Orders

- 1/20/25 Protecting the American People Against Invasion (<u>EO 14159</u>)
 - States policy of the US is "to faithfully execute the immigration laws against all inadmissible and removable aliens"
 - Directs OMB to ensure agencies identify and stop providing public benefits to "illegal aliens"
- 2/19/25 Ending Taxpayer Subsidization of Open Borders (<u>EO 14218</u>)
 - Specifically references PRWORA; directs agency heads to review benefits provided to "illegal aliens" and "enhance eligibility verification systems"



8 U.S.C. §§ 1601–1646

- Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (<u>PRWORA</u>):
 - Restricts eligibility of non-citizens for federal benefit programs
 - Includes exceptions for certain types of federal benefits
 - Limits federal government's ability to require nonprofits to conduct verification



8 U.S.C. § 1611(c)

- Federal public benefit is provided by an agency of the United States or by appropriated funds of the United States and is:
 - Any grant, contract, loan, professional license, or commercial license OR
 - 2. Any retirement, <u>welfare</u>, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or <u>any other similar benefit</u> for which payments or assistance are <u>provided to an individual</u>, <u>household</u>, or <u>family eligibility unit</u>



Qualified Alien

- Defined in 8 U.S.C. § 1641(b)-(c)
 - Includes: LPRs, asylees, parolees of >1 year, conditional entrants, COFA, survivors of abuse
 - Does <u>NOT</u> include: undocumented immigrants, DACA, work visas, U visas, TPS, DED
- Legal status ≠ qualified alien status
- Recent changes to humanitarian protections for Haitians,
 Cubans, Nicaraguans, & Venezuelans



1998 HHS Guidance

- Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA); Interpretation of "Federal Public Benefit" (63 FR 41658)
 - o Interpreted "federal public benefit" in statute narrowly
 - Excluded many CAA programs from PRWORA, but not CCDF, LIHEAP, Medicare/Medicaid, or TANF
- Followed by OCS Information Memorandum 30



2025 HHS Notice

- Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA); Interpretation of "Federal Public Benefit" (90 FR 31232)
 - o Interprets "federal public benefit" in statute expansively
 - Includes many CAA programs in PRWORA scheme, including CSBG and Head Start
- Similar notices also posted by Dept. of Education and USDA



Related Litigation

- New York v DOJ (D. RI)
 - Complaint & motion for PI filed 7/21/25
 - APA & Spending Clause claims
- WA Ass'n of Head Start v Kennedy (D. WA)
 - Complaint filed 4/28/25
 - Motion for TRO on PRWORA notice filed 7/21/25



2025 DOJ Notice

- 8 U.S.C. § 1611(b) exceptions include:
 - Certain medical emergency conditions; short-term, non-cash, inkind emergency disaster relief; immunizations and testing/treatment for communicable diseases
 - AG's list of programs "necessary for the protection of life or safety"
- Revised Specification Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (90 FR 32023)
 - DOJ has identified <u>NO</u> excepted programs
 - Particular impact on HUD emergency shelters & more



8 U.S.C. § 1642(d)

Nonprofit exemption:

"…a nonprofit charitable organization, in providing any Federal public benefit [] or any State or local public benefit [], is not required under this chapter to determine, verify, or otherwise require proof of eligibility of any applicant for such benefits."



Nonprofit Exemption

- 1997 DOJ Interim Guidance:
 - "A nonprofit charitable organization that chooses not to verify cannot be penalized (e.g., through cancellation of its grant or denial of reimbursement for benefit expenditures) for providing federal public benefits to an individual who is not a U.S. citizen, U.S. noncitizen national or qualified alien, except when it does so either in violation of independent program verification requirements or in the face of a verification determination made by a non-exempt entity."



1997 DOJ Interim Guidance

- Interim Guidance on Verficiation [sic] of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (62 FR 61344)
- No PRWORA regulations, so this is the best source from federal government for verification framework
- Cited in recent DOJ notice, so likely still "good" guidance



LIHEAP

- LIHEAP has been considered a "federal public benefit" since 1998 HHS guidance
- Nonprofit exemption applies for verification, but states have set up systems to collect immigration data & share with nonprofits to use
- WPN 22-3 directs **WAP** to follow LIHEAP in this context



HUD

- Many HUD programs are considered federal public benefit (especially following recent DOJ guidance)
 - o Some fell into exception for emergency services before
- HUD regulations separately require verification of immigrant eligibility (pro-rated for household): <u>24 CFR 5.512</u>
 - Impacts nonprofit exemption



Up Next?

- Additional guidance from subagencies of HHS; rescinding IM 30, etc.
- Possible guidance from states on information collection & sharing with nonprofits
- Specifics on verification framework changes from DOJ?
- Likely changes to internal intake processes



Additional Resources





- HHS Notice <u>Personal Responsibility and Work Opportunity Reconciliation Act</u> of 1996 (PRWORA); Interpretation of "Federal Public Benefit" – July 14, 2025
- HHS Press Release: <u>HHS Bans Illegal Aliens from Accessing its Taxpayer-</u>
 <u>Funded Programs</u> July 10, 2025
- CAPLAW: <u>Initial Reactions to HHS Notice Interpreting PRWORA and "Federal Public Benefit"</u> July 10, 2025
- KFF New Policy Bars Many Lawfully Present and Undocumented Immigrants
 from a Broad Range of Federal Health and Social Supports
- NILC What New Federal Notices Mean for Immigrants' Program Eligibility July 23, 2025
- CRS <u>PRWORA's Restrictions on Noncitizen Eligibility for Federal Public</u>
 <u>Benefits: Legal Issues</u> September 3, 2020 (does not reflect new guidance)





Take care of yourselves. We are here for you!





SAFETY NET PROVISIONS IN FINAL RECONCILIATION PACKAGE

On July 3, the U.S. House of Representatives narrowly passed a <u>final budget reconciliation</u> <u>package</u> advancing new and expiring tax cuts, investing hundreds of billions of dollars in border enforcement, rolling back clean energy initiatives and making significant cuts to the safety net. Previously passed by a simple majority in the U.S. Senate with Vice President J.D. Vance serving as the tie-breaking vote, the measure now heads to President Donald Trump's desk for signature.

While detailed cost estimates from the non-partisan Congressional Budget Office (CBO) are not yet available, its analysis of earlier iterations suggests that the measure would cut Medicaid spending by nearly \$1 trillion over 10 years, which, combined with changes to the *Affordable Care Act* (ACA), will lead to nearly 12 million individuals losing their health insurance. Cuts to the Supplemental Nutrition Assistance Program (SNAP) are projected to be roughly \$186 billion over 10 years, with nearly 3 million individuals losing access to the program. At the same time, the measure is expected to increase the deficit by \$3.4 trillion dollars over the same period.

The table below outlines major safety net changes passed in the final reconciliation package as well as their timeline for implementation. Provisions are ordered by their effective implementation date.

Note – provisions with an asterisk have implications for county human services agencies responsible for enrolling eligible individuals in the SNAP and Medicaid programs

Provision	Details	Effective Date
Expanded SNAP Work Requirements*	 Expands the definition of "Able Bodied Adults Without Dependents (ABAWDs)" to include individuals up to age 64 (up from 54 currently) and individuals with children age 14 and up Secretary may only waive SNAP work requirements for areas with an unemployment rate of 10%, with an exemption for Alaska and Hawaii if their unemployment rate is at or greater than 1.5 times the national average Eliminates Fiscal Responsibility Act of 	Upon enactment Alaska and Hawaii may request "good- faith" waivers for implementation of expanded SNAP work requirements through December 1, 2028
	2023 (FRA) exemptions for veterans, former foster youth and homeless individuals through October 1, 2030	

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SNAP Standard Utility Allowances*	Limits the automatic application of the Standard Utility Allowance based on receipt of \$20 or more from the Low Income Home Energy Assistance Program (LIHEAP) and exclusion of utility assistance from countable income to elderly and disabled households	Upon Enactment
SNAP Treatment of Internet Expenses*	Households can no longer include internet service costs when calculating their excess shelter deduction for SNAP benefits	Upon Enactment
SNAP Immigrant Eligibility	Limits SNAP eligibility to U.S. citizens or lawful permanent residents (green-card holders), removing eligibility for certain longstanding or humanitarian statuses apart from certain Cuban and Haitian nationals	Upon Enactment
Moratorium on Medicaid and Children's Health Insurance Program (CHIP) Streamlining Regulations*	Delays until 2035 the implementation of a rule simplifying Medicaid application, enrollment, and renewal processes and removing access barriers for children who access CHIP, including waiting periods, lifetime limits on coverage, and lock-out periods for failure to pay premiums	Upon Enactment
SNAP-Ed Program	Eliminated	October 1, 2025
Rural Health Transformation Fund	 Establishes \$10 billion to make available annually over 5 years to mitigate the effect of the measure's Medicaid cuts on rural hospitals States must apply for the funds with a detailed transformation plan outlining strategies to expand rural access, improve outcomes, leverage technology, boost clinician recruitment, and stabilize hospital finances The Centers for Medicaid Services (CMS) Administrator has sole discretion to approve states for the fund. Of states approved, 50 percent of the funds will be distributed equally and 50 percent will allocated at the discretion of the Centers for Medicare & Medicaid Services (CMS) administrator. 	States must apply and the CMS administrator must approve applications by Dec. 31, 2025 Funding will be distributed on an annual basis beginning in FY 2026 through FY 2030.
Value of the Child Tax Credit (CTC)	Maximum value increased from \$2,000 to \$2,200 per child beginning in tax year 2025 with an inflation-adjusted increase starting in 2026. Refundable portion (currently \$1,700) remains phased in at	Tax Year 2025

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	15% for households earning more than \$2,500 in annual income.	
Caregiver Social Security Number (SSN) Requirement for the CTC	In addition to the child, the parent filing for the CTC must also have an SSN. For married couples, just one spouse must have a SSN. Note: An estimated 2.5 million U.S. citizen children would lose access to the credit due to the caregiver SSN requirement.	Tax Year 2025
SNAP Administrative Cost Share	Reduces federal contribution from 50% to 25%, making states and counties liable for 75%	October 1, 2026
Medicaid Immigrant Eligibility*	Limits Medicaid eligibility to U.S. citizens or lawful permanent residents (green-card holders) after a 5 year waiting period, removing eligibility for certain longstanding or humanitarian statuses apart from certain Cuban and Haitian nationals	October 1, 2026
Expansion FMAP Penalty for Emergency Medicaid Services	Medicaid expansion states cannot receive the Medicaid expansion FMAP of 90 percent when reimbursing emergency medical care to low-income adults who are ineligible for full scope Medicaid because of their immigration status. States must, under federal statute, reimburse providers for emergency medical services for individuals otherwise eligible for Medicaid apart from their immigration status.	October 1, 2026
More Frequent Medicaid Eligibility Redeterminations*	States must conduct eligibility redeterminations at least every 6 months for Medicaid expansion population, rather than annually. Individuals receiving SSI benefits are exempt.	December 31, 2026
Limiting Retroactive Medicaid Enrollment*	Limit retroactive Medicaid coverage from three months before the application date to one month before the application date for Medicaid expansion enrollees, and to two months for traditional Medicaid.	December 31, 2026
Medicaid Work Requirements*	 Impose an 80/hour a month work, education or "community engagement" requirement for individuals aged 19 to 64 Tribes, fully disabled veterans, parents or caregivers with children age 13 and under or of disabled individuals, pregnant women, former foster youth, and those deemed "medically frail" or with special medical needs (including substance use disorder) are exempt. Individuals must demonstrate compliance with the work requirement for the month preceding enrollment, 	Dec. 31, 2026 The HHS Secretary must issue guidance to states by June 1, 2026. States may request "good-faith" waivers to delay implementation through December 1, 2028.

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	 PER 8% to 9.99% - states pay 10% share PER 10% or higher states pay 15% share 	FY 2029 on – PER from 3 fiscal years prior will inform cost share States with a SNAP
SNAP Benefit Cost Share for States	 Payment error rates (PER) below 6% - states have no cost share PER 6% - 7.99% - states pay 5% share 	October 1, 2027 (FY 2028) – states may choose their PER from FY 2025 or FY 2026
Medicaid State Directed Payment (SDP) Rate Freeze and Reduction	 New SDPs cannot exceed 100% of the Medicare rate in Medicaid expansion states or 110% in non-expansion states. Existing SDPs must reduce by 10 percentage points annually until they equal 100% of the Medicare rate for expansion states and 110% of the Medicare rate for non-expansion states 	For new SDPs, upon enactment For existing SDPs, rate reduction must begin effective 2027
Medicaid Section 1115 Demonstration Waivers	Must be determined by the Centers for Medicare and Medicaid Services (CMS) to be budget neutral for approval. This applies to waivers up for renewal.	January 1, 2027
More Frequent Address Verifications*	 to 3 months prior Individuals may be granted hardship exemptions for periods when they receive inpatient or similarly acute outpatient services or live in areas with federal disaster declarations The Secretary may grant waivers to areas (including units of local government) with an unemployment rate of 8% or higher or 1.5 times the national average \$200 million in implementation grants will be allocated by formula to states in FY 2026 To prevent duplicate enrollment across states, Medicaid state plans and waivers must provide a process to regularly obtain address information for individuals enrolled in Medicaid/CHIP from specific data sources 	January 1, 2027

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Medicaid Provider Tax "Hold Harmless Threshold" Moratorium and Reduction	Plan (TFP) (which informs the value of SNAP benefits) must be cost-neutral States without provider taxes upon enactment of the bill may not impose them Non-expansion states with provider tax	earlier than October 1, 2027 (FY 2028) Upon enactment, states may not impose new provider taxes or increase
	rates will have their "hold harmless" threshold capped at 6% In expansion states, incrementally lower the "hold harmless" threshold by 0.5 percentage points from 6% until capping it at 3.5% in FY 2032 The dial-down would not apply to nursing or intermediate care facilities so long as the current threshold does not exceed 6%	their hold harmless threshold above 6% October 1, 2027, expansion states must begin the annual reduction of their "hold harmless" threshold
Cost-Sharing for Expansion Population	Require states to charge expansion individuals earning over 100 percent of the Federal Poverty Level a co-pay of more than \$0, but no more than \$35 per service. Exempts requirement for primary, prenatal, pediatric, or emergency care, but allows cost-sharing for nonemergency medical transport under certain conditions.	October 1, 2028

Key Provisions Removed from Final Legislation

In order to adhere to certain parliamentary rules in the Senate, certain proposals were removed from the final text of the reconciliation package. This includes a provision that would have reduced the Federal Medicaid Assistance Percentage (FMAP) for the Medicaid expansion population by 10 percentage points for any states using state dollars to expand Medicaid coverage to undocumented.

Sequestration Cuts

Because this legislation is not paid for in its entirety, if it is enacted, the Office of Management and Budget must, under a 2010 law, make commensurate sequestration cuts to eligible mandatory programs unless Congress acts to waive these requirements, which are referred to as "S-PAYGO." Due to the size of the deficit increase enacted under the bill, if Congress does not waive PAYGO, Medicare may see \$500 billion in cuts over 10 years. Additionally, sequestration cuts could end up eliminating the Social Services Block Grant, the Maternal, Infant and Early Childhood Home Visiting Program, and mandatory portion of the Promoting Safe and Stable Families programs through 2034. It is important to note that PAYGO does not kick in immediately upon enactment of legislation. OMB typically issues its PAYGO notice within 14 days of the end of a Congressional session. Thus, Congress will have several months to waive PAYGO requirements.