



**CONTRA COSTA COUNTY**  
**Aging and Adult Services Bureau**  
**Area Agency on Aging**

**RFP 1212**  
**Organizational Capacity Building (Measure X)**



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# REQUEST FOR PROPOSAL

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**ORGANIZATIONAL CAPACITY BUILDING (MEASURE X)**

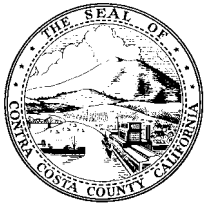
**RFP 1212**

ISSUE DATE: Thursday November 7, 2024

**PROPOSAL DUE DATE: Friday, December 6, 2024 By 5:00PM PST**

**CONTRA COSTA COUNTY**  
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT**  
**AGING & ADULT SERVICES (AAS) BUREAU**  
**40 DOUGLAS DRIVE**  
**MARTINEZ, CALIFORNIA 94553**

**RFP 1212**



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)  
Aging and Adult Services (AAS) Bureau  
(Organizational) Capacity Building**

**REQUEST FOR PROPOSAL (RFP) 1212**

The Contra Costa County Employment & Human Services Department, Aging and Adult Services (AAS) Bureau is pleased to announce the solicitation of proposals for Organizational Capacity Building funded by Measure X.

The Contra Costa County Employment and Human Services Department, Aging and Adult Services (AAS) Bureau announces the issuance of **Request for Proposal (RFP) 1212** seeking applicants to apply for Organizational Capacity Building funds to serve seniors and adults with disabilities. Applicants can be public or nonprofit organizations or groups who provide services to seniors and/or adults with disabilities. Total funding through this RFP is **\$1,700,000**. Applicants may apply for more than one project but funding will not exceed \$250,000 per project. Agreements are expected to begin March, 2025.

This RFP is the process by which the County will solicit proposals for the purpose of entering into a contract with selected respondents for up to a 24-month period expected to begin March 2025.

***Please read this entire packet carefully.***

**Interested parties are invited to attend the  
Optional Virtual Bidders' Conference scheduled for  
Date: Friday, November 22, 2024  
Time: 2:00 pm – 4:00 pm**

Attendance at the virtual Bidders' Conference is not required for a proposal to be considered.

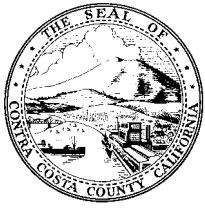
Agencies interested in attending the virtual Bidders' Conference must register at the following website address:

<https://attendee.gotowebinar.com/register/1416124140336196953>

After registering, you will receive a confirmation email containing information about joining the webinar.

Questions about RFP 1212 or the County's procurement process may be submitted in writing to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us). Questions will be accepted through Friday, November 22, 2024, 4:00PM PST. All comments and inquiries received along with responses will be posted publicly on November 27, 2024 at: [www.ehsd.org/rfps](http://www.ehsd.org/rfps).

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



EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)  
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REQUEST FOR PROPOSAL (RFP) 1212

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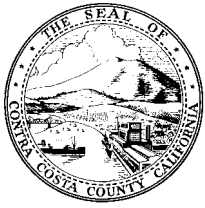
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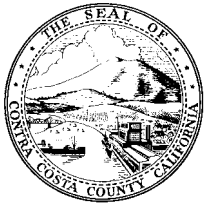
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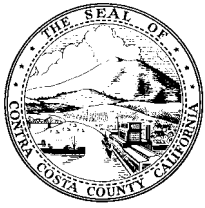
**REQUEST FOR PROPOSAL (RFP) 1212**

**SECTION 1: LEGAL NOTICE**

The Contra Costa County Employment and Human Services Department, Aging and Adult Services (AAS) Bureau announces the issuance of **Request for Proposal (RFP) 1212** seeking applicants to apply for Organizational Capacity Building funds to serve seniors and adults with disabilities. Applicants can be public or nonprofit organizations or groups who provide services to seniors and/or adults with disabilities. Total funding through this RFP is **\$1,700,000**. Applicants may apply for more than one project but funding will not exceed \$250,000 per project. Agreements are expected to begin March, 2025.

**Submission of bids in response to RFP 1212 is due on Friday, December 6, 2024 by 5:00 p.m. PST, without exception.**

For complete RFP details, virtual Bidders Conference registration instruction, submission requirements, and a copy of the RFP, visit the Employment & Human Services Department website at: <https://ehsd.org/overview/contracting-opportunities/>



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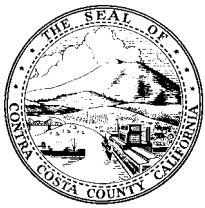
**RFP 1212 TIMELINE**

<b><u>Event/Location</u></b>	<b><u>Date*</u></b>
Legal Notice Released and RFP Posted on Website	Thursday, November 7, 2024
Question Submittal period Submit questions to: <a href="mailto:contractbid@ehsd.cccounty.us">contractbid@ehsd.cccounty.us</a>	Friday, November 8, 2024, through close of Bidders' Conference
Virtual Bidder's Conference (optional)	Friday, November 22, 2024
Responses to RFP Questions Published by EHSD	Wednesday, November 27, 2024
<b>RFP Proposal Response Submission Due Date</b>	<b>Friday, December 6, 2024 By 5:00PM PST</b>
EHSD Compliance Review and Evaluation	Completed by Thursday, December 12, 2024
EHSD Fiscal Review and Evaluation	Completed by Monday December 23, 2024
AAS Bureau Review and Evaluation	Tuesday, December 24, 2024 – Thursday, January 16, 2025
Award Notification	Friday, January 17, 2025
Appeal Period (10 business days)	Friday, January 31, 2025
Contract Negotiation & Processing	February 1, 2025 – February 15, 2025
Board of Supervisors' Authorization of Contracts over \$200,000	March 2025
Projected Contract(s) Start	March 2025

\*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](mailto:contractbid@ehsd.cccounty.us)  
 Virtual Bidders Conference: Friday, November 22, 2024  
 2:00 pm – 4:00 pm

The optional virtual Bidder's Conference requires pre-registration. Please register for it at:  
<https://attendee.gotowebinar.com/register/1416124140336196953>  
 After registering, you will receive a confirmation email containing information about joining the webinar.



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**SECTION 3: REQUEST FOR PROPOSAL 1212 GENERAL INFORMATION**

**3.1 Issuing Agency**

Contra Costa County partners with the community to deliver quality services to ensure access to resources that support, protect, and empower individuals and families. **RFP 1212** is issued by the Contra Costa County Employment & Human Services Department (EHSD), Aging and Adult Services (AAS) Bureau, which oversees the Area Agency on Aging (AAA), Adult Protective Services (APS), General Assistance Program, In-Home Support Services (IHSS), and IHSS Public Authority.

**3.2 About Measure X**

Measure X is a countywide 20-year, ½ cent sales tax approved by Contra Costa County voters on November 3, 2020. Collection of the tax began on April 1, 2021. The intent of Measure X is “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.”

The Contra Costa County Board of Supervisors awarded funding to the Employment and Human Services Department to provide Capacity Building Support to Community Based Organizations serving seniors, adults with disabilities, and their caregivers. Building the capacity of Contra Costa’s service provider network is critical to meeting the challenges of a population that is rapidly aging and becoming increasingly diverse.

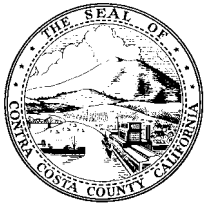
**3.3 Solicitation**

**RFP 1212** is issued to increase the ability of agencies to improve their services to seniors, adults with disabilities, and their caregivers.

Improving the capacity of organizations can lead to better client outcomes and a more sustainable and stable organizations. RFP 1212 defines organizational capacity building as strategies, practices, and frameworks that address specialized management, leadership, operational, and service approaches that can lead to a more robust, efficient, effective, and equity-minded organization.

RFP 1212 solicits proposals from agencies seeking funding to improve, innovate, and sustain their programs, services, operations, and leadership. Funding to implement pilot programs, replicate model approaches from other communities/agencies, or to develop proof of concept of a promising practice may be sought through this RFP.

Contracts secured through this RFP will be managed and monitored by the Area Agency on Aging, a division of EHSD’s Aging & Adult Services Bureau. Proposals shall clearly demonstrate how the funding can build, enhance, or sustain the organization’s capacity to serve Contra Costa’s seniors,



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adults with disabilities, and family caregivers.

### **3.4 Bidders' Conference**

An optional, virtual Bidders' Conference webinar is scheduled for **Friday, November 22, 2024 from 2:00 pm – 4:00 pm PST**. Participation in the Bidders' Conference webinar is optional and not required for a proposal to be considered.

To attend the recommended Bidders' Conference webinar, please register at: <https://attendee.gotowebinar.com/register/1416124140336196953>. After registering, you will receive a confirmation email containing information about joining the webinar. All attendees will be in listen mode only.

You can register at any time. Upon registration approval, you can test our system in advance. You will need a sound-enabled PC to hear the discussion. All questions will be entered via the keyboard.

If you have problems logging in, please contact the support page at [www.gotowebinar.com](http://www.gotowebinar.com)

If you have not used a GoToMeeting or GoToWebinar before, access a 4 ½ minute YouTube video that can help guide you.

[www.youtube.com/watch?v=IQ3Xwwgbd8Y&t=5s](http://www.youtube.com/watch?v=IQ3Xwwgbd8Y&t=5s)

Remember to use your computer audio for access during the webinar.

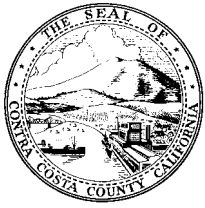
Questions formulated prior to the Bidders' Conference can be submitted to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) and will be answered at the Bidders' Conference. All questions and answers submitted prior to and at the Bidders' Conference will be posted on the ehSD.org website by **Wednesday, November 27, 2024. No programmatic questions will be responded to after the close of the Bidders' Conference.**

### **3.5 Qualified Bidders**

Eligible Bidders are agencies, on their own or in collaboration with other organizations, that have adequate controls, personnel, and capability to provide the services sought in this RFP. Collaborative proposals are highly encouraged, but one agency must submit the proposal as the applicant and will act as the fiduciary and contractor with the County. Preference is given to 501(c)(3) organizations.

By submitting an application, the applicant agrees to be bound by all the terms and conditions of the County's standard contract if selected. Proposals submitted by the successful applicant shall become part of the contract service plan, unless negotiated, amended, or modified by the County. Two authorized representatives of the successful applicant shall be required to sign the County standard agreement.





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**3.6 Ex-Parte Communication**

The County will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP Bidders from contacting County staff or members of the Advisory Council on Aging (ACOA), except as specified and expressly authorized under the terms of this RFP. During the period from the issuance of this RFP and the award of the contract to a successful applicant(s), contact regarding the specific subject of this RFP between potential or actual applicant(s), County staff, and ACOA members is restricted under the terms of this section. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents, or contractors involved in or connected with this RFP process.

**3.7 Questions and Comments**

Questions about RFP content must be submitted via email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) by the "Question Submittal Period" referenced in Section 2, RFP Timeline.

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 Section 2, RFP Timeline.

Upon conclusion of the "Question Submittal Period" 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](mailto:contractbid@ehsd.cccounty.us). Emails should include "RFP 1212" in the subject line.

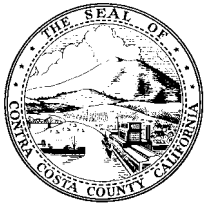
**3.8 Right to Cancel or Amend**

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 or terminate the process and elect to operate by other means as is deemed necessary. This RFP does not commit EHSD to award a contract or to procure a contract for services. This RFP is in no way an agreement, obligation, or contract between EHSD and any applicant. 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.

The 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 the County. The EHSD reserves the right to split the award in any manner deemed most advantageous to the County, as well as to increase or decrease the award amount.

**3.9 Restrictions and Disclosures**

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



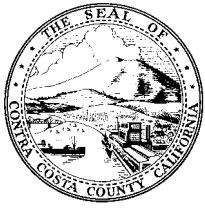
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disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will 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 the County 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. Section 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless the EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If the EHSD receives a request for release of such previously marked and identified confidential or proprietary information, the 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 SPECIFICATIONS, FUNDING, & CONTRACT PERIOD**

**4.1 Estimated Funding and Contract Period**

Total funding through this RFP is **\$1,700,000**. Applicants may apply for more than one project but funding will not exceed \$250,000 per project.

Contracts will be awarded for up to a 24-month period.

Proposal narratives must be accompanied by a clear, concise, and reasonable budget for the contract period of up to two years using the budget template provided in this RFP (**FORM #4**).

Awarded Bidders will be required to enter into a Standard County Contract for the procured service(s).

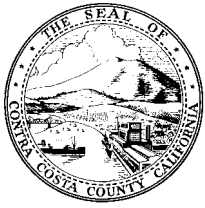
**4.2 Eligible Populations**

For this RFP 1212, Bidder must serve Contra Costa County seniors, adults with disabilities, and/or their caregivers

**4.3 Program Monitoring and Evaluation**

The Area Agency on Aging (AAA) will monitor activities funded through this RFP conducted by the successful Bidder. At a minimum, the contracted agency will be expected to:

1. Performing all services without material deviation from an agreed-upon Service Plan, which includes program goals, metrics, deliverables, and client outcomes.
2. Fulfill and comply with the requirements specified in the County's standard contract General Conditions. A copy of County General Conditions (Section 10) is attached to this RFP packet and incorporated herein by reference.
3. Maintain adequate records of services provided, individuals served, fiscal expenditures, document compliance with Service Plan, as appropriate.
4. As appropriate, report services provided and individuals served in GetCare database or other reporting method on a monthly basis as determined by the AAA. Service data must be consistent with monthly fiscal demands.
5. Submit monthly demands itemizing fiscal expenditures and providing appropriate documentation for reimbursement by County.
6. Cooperate with the collection of fiscal, administrative, and service/project data as requested by the AAA, which may require active collaboration and cooperation with other agencies providing similar services.



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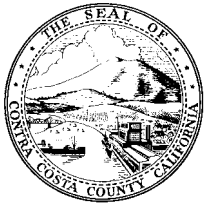
7. Participate in program monitoring by the AAA and other County entities, as appropriate, which will include a collaborative review of documents reflecting progress towards meeting project outcomes. The monitoring may include a review of progress and goals.
8. Participate in fiscal monitoring which may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.

**4.4 Insurance Requirements**

During the entire term of the Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the County General Conditions (as per Section 10 Appendices). Contractors are responsible for renewing coverage and updating written certificates during the contract period. Failure to keep current certification(s) on file will delay payments and could result in contract cancellation.

Contractors must provide evidence of insurance at the coverage levels required by the County. Following are the County's insurance requirements:

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

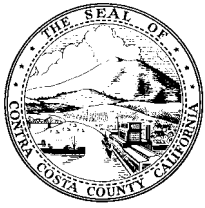


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acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.



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**SECTION 5: BIDDER REQUIREMENTS**

**5.1 Bidder's Instructions**

Bidder will submit a proposal for a organizational capacity-building project. Failure to respond to any of the components in the RFP may result in disqualification. Read the entire RFP and complete the proposal as follows:

1. The recommended Bidders' Conference webinar will be held on Friday, November 22, 2024, 2:00 pm – 4:00 pm. Webinar registration is required prior to being admitted. To register, please visit: <https://attendee.gotowebinar.com/register/1416124140336196953>
2. Submit questions about this RFP to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with "RFP 1212" in the subject line. Questions must be submitted by Friday, November 22, 2024 by 4:00PM PST. Inquiries received through any other means will not be accepted.

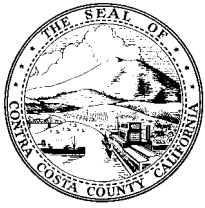
Responses to questions will be posted on the EHSD website at <https://ehsd.org/overview/contracting-opportunities/> under this RFP on Wednesday, November 27, 2024.

3. Complete proposal by responding clearly and thoroughly to each of the requested components in Section 6 RFP Required Proposal Format.
4. Complete and submit all required Fiscal attachments, including the Program Budget using the template provided in this RFP (**FORM #4**). Section 9.4 Form #4 Budget of Estimated Program Expenditures (page 33).
5. Assemble a proposal packet for each project for which you are seeking funding. The Proposal Check List is Referenced in Section 8 (page 27).

**5.2 Bidder's Requirements**

The requirements described in this section are mandatory for all Bidders. Failure to comply will deem the applicant unresponsive and the proposal incomplete. EHSD reserves the right to waive any nonmaterial variation.

1. 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. 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.



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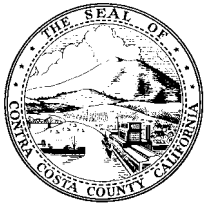
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2. Proposals and required attachments shall be submitted as specified herein and signed by an authorized agency representative who can bind the Bidder to the proposal submitted and the provisions of this RFP.
3. The AAS may cancel the RFP at any time without prior written notice if deemed in the best interest of the AAS, EHSD, or the County
4. A proposal may be withdrawn in person by a Bidder's authorized representative prior to the RFP Proposal Response Submission 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.
5. 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.
6. The selected proposal will be made a part of the awarded contract but is subject to negotiated modifications or revisions by the County to assure that necessary program requirements are covered before the contract is signed.
7. Proposals received are considered the property of the County and will not be returned.
8. All costs of proposal preparation shall be borne by the Bidder. The County 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.

### **5.3 RFP 1212 Projects Sought**

RFP 1212 defines organizational capacity building as strategies, practices, and frameworks that address specialized management, leadership, operational, and service approaches that can lead to a more robust, efficient, effective, and equity-minded organization. RFP 1212 solicits proposals from agencies seeking funding to improve, innovate, and sustain their programs, services, operations, and leadership. Funding to implement pilot programs, replicate model approaches from other communities/agencies, or to develop proof of concept of a promising practice may be sought through this RFP.

Agencies are invited to submit a proposal for Organizational Capacity Building under RFP 1212. Total funding through this RFP is **\$1,700,000**. Applicants may apply for more than one project but funding will not exceed \$250,000 per project.



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Organizational capacity building projects and activities may include, but are not limited to, the following examples:

- Facilitating website compliance with the Americans with Disabilities Act
- Purchase, upgrade, or rental of technology solutions, data systems, or equipment
- Purchase, upgrade, or refurbishing of infrastructure for the production, distribution, improvement, or expansion of service offerings for eligible client population described in this RFP
- Planning/development of a new program (not to include ongoing program support)
- Providing services to new populations or geographic regions
- Staff development and training
- Board development
- Strategic and business planning
- Program collaborations
- Volunteer recruitment
- Intergenerational programming
- Peer learning/networking
- Emergency preparedness activities
- Funding collaboratives of services to seniors to provide/increase services for seniors

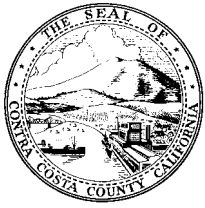
Requests for capital improvement projects may only include items that are not under the agency's building lease. Documentation of such exclusion must be included in the Bidder's application packet.

Funds may not be used for:

- Capital improvement projects of items covered in the facility lease.
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
- Supplementing staff salaries

Bidders must clearly identify the need for the proposed project, ways the funding is going to improve the capacity of the organization, and the metrics to demonstrate success. Proposals shall also articulate how the project will advance person-centered, data informed, and equity-focused approaches and practices.





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**SECTION 6: REQUIRED PROPOSAL FORMAT**

The Bidder requirements outlined in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to conduct the proposed project. Proposal must set forth accurate and complete information as required. Falsification of any information may result in disqualification. Response templates are provided and a list of items should be included in the proposal packet is described in section 9 of this RFP to ensure complete submission of the required documentation.

**Submit a separate and complete set of proposal packet for each project being proposed.**

**6.1 General Submittal Requirements**

**Electronic Submission** – RFP Proposal Submissions are only accepted via **EHSD.org website** at <https://ehsd/overview/contracting-opportunities/>

Submissions **must be separated into two (2) files** – first file for the Bidder's proposal and the second file for the Bidder's financial documents.

- **File #1:** Save as "RFP 1212 -*Bidder Name*-Proposal". This file must contain the Bidder's 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 "RFP 1212 -*Bidder Name*-Financials". This file must contain all required financial documents as specified in the RFP.

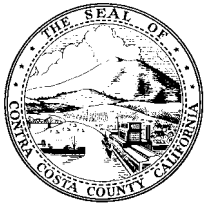
Once the files have been uploaded, please select the "Submit Bid" button at the bottom of the proposal announcement page. Complete the required fields on each screen and upload the two files when prompted to do so. Once you hit submit bid, a notification will inform you that your bid has been sent. An email confirming receipt of the bid 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. Mail-in, hand-delivery, and faxed submissions are not acceptable.

Proposals and required attachments must be submitted as specified and must be 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 **12:00PM PST on Friday, December 6, 2024**. 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



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of the proposal.

Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist (Section 8). 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 the County and will not be returned.

All costs of proposal preparation shall be borne by the bidder. The County 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.

**RFP submission deadline is Friday, December 6, 2024, by 5:00PM PST, with no exceptions.**

EHSD reserves the right to reject any proposal and negotiate any terms as best serves the County. All proposals become the property of the County, without obligation to the Bidder.

The RFP process may be cancelled at any time without written notice.

## **6.2 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.

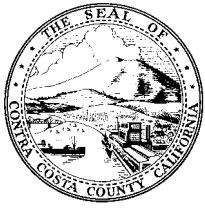
EHSD requires electronic submission of proposals as previously referenced. Each Bidder must **Submit a separate and complete set of proposal packet for each project being proposed.**

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 12-point font and be easily readable.

**The total proposal should not exceed twenty (20) pages** excluding cover statement, table of contents, budget/budget narrative, fiscal attachments, and addendums.

Proposals should be **without** expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the Proposal.

**All pages should be numbered consecutively** with each section identified by an appropriate number.



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**6.3 Required Documents**

All information and templates included in the proposal package must be presented in the order outlined in the Proposal Checklist and numbered sequentially (excluding the Fiscal Addendums).

Electronic templates of required forms are described in Section 9 of this RFP and posted on the EHSD website under RFP 1212 at <https://ehsd.org/overview/contracting-opportunities/>.

**6.4 Proposal Outline**

Assemble and arrange each proposal in the order reflected on the Proposal Checklist and address all 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.

**6.4.1 Proposal Cover Statement (Form #1)**

Complete the Proposal Cover Page template (**FORM #1**) provided in this RFP. This form must be completed, signed in blue ink, and will serve as the first page/cover of the agency's proposal. Officials authorized to bind the entity must sign. Do not place anything in front of this page.

**6.4.2 Table of Contents**

Proposal must include a Table of Contents that clearly identifies each project you propose.

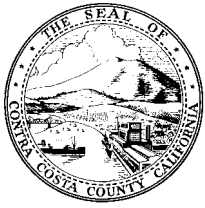
**6.4.3 Project Narrative Response**

Submit a separate and complete application packet for each service you are proposing to serve.

Respond to the following questions clearly and concisely. **The total proposal should not exceed twenty (20) pages** excluding cover statement, table of contents, budget/budget narrative, fiscal attachments, and addendums. If the total number of pages exceeds the parameters stated herein, **the additional pages will not be reviewed**.

**A. AGENCY OVERVIEW AND ORGANIZATIONAL CAPACITY (6 pages max, 20 possible points)**

1. Describe the organization's history, mission, purpose, programs/services, and number of years the agency has been in business under the present or prior business name. Include as an addendum in your proposal a list of the organization's Board of Directors (**FORM #3**), and the agency's IRS tax exempt letter.
2. Provide a summary of the organization's experience serving seniors, adults with disabilities, and caregivers. If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service being proposed. If this population is a new to your agency, discuss how you identified the need for the proposed service.



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**B. PROJECT DESIGN AND APPROACH (10 pages max, 50 possible points)**

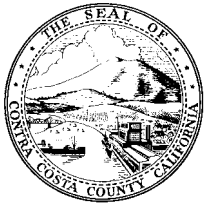
1. Describe the capacity building **need** you want to address:
  - a. What is the need for the project?
  - b. How was the need determined?
  - c. How will the proposed project enhance and strengthen services for older adults, adults with disabilities, and/or caregivers in Contra Costa County.
  - d. List the collaborating agencies participating in the project, if appropriate.
  - e. If submitting a collaborative proposal, describe the nature and roles of relationship(s) with program partners, agreements among partner agencies.
2. Describe the overall **goals** of the proposed project. Identify specific measurable outcome-based **objectives**, with **timelines**, that will support the fulfillment of the established project goals.
  - a. Describe the goals and objectives of your proposed project.
  - b. Describe the project design and methodology.
  - c. What data will you collect and evaluate in order to determine success?
  - d. Will internal staff be responsible for project management or will you hire an outside consultant to manage the project?
  - e. How will you adjust the project if things don't go as planned?
3. Describe how the proposed project will address the need you describe.
  - a. How will you know if the project has been successful?
4. Describe the methods for which the organization will evaluate program impact and outcomes. Identify ways the agency will measure its performance in reaching the overall goals and objectives identified above in #3 and the methods for collecting the information.

**C. PROGRAM ADMINISTRATION (4 pages max, 30 possible points)**

1. Describe the agency that will lead the project. Describe the staff positions that will support the project. Describe their roles and responsibilities in relation to the project.

If a collaborative project, also include description of staff from partner agencies and their role/responsibilities to the proposed project.

2. Using the enclosed Program Budget template and justification (**FORM #4**) describe the budget for the proposed project.



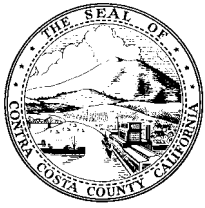
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**6.4.4 Fiscal Documentation, Narrative and Budget**

The Bidder's fiscal information will be used to determine whether adequate financial and other resources are available to support the proposed project. Include an addendum with the submission if more space is needed to provide the requested information. If any item is not applicable, please note on the form. Response to this section will be used for the Fiscal Review of the application and will determine whether the proposal will advance to the Bureau Review by scoring 70% or higher in this section.

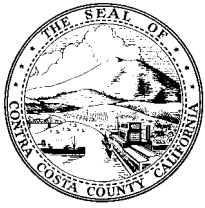
- A. Complete and attach the Budget of Estimated Program Expenditures (**FORM #4**), showing the amount and purpose of requested funds, and the other resources, including in-kind, available to the agency to support this proposed project. Budgets should reflect common business practices and be adequate to ensure the success of the proposed project and include a narrative explanation of the line item amounts.
1. The indirect cost/overhead line item is intended to cover costs that are necessary to conduct the contract but are not readily identified as direct program expenses (e.g. reporting costs, payroll processing, fund development, insurance, other administrative costs.) Indirect costs are limited to **10%** of personnel and operating costs and must be described in the budget narrative.
- B. Provide a Fiscal Management Narrative which includes:
1. A brief description of the lead agency's accounting system and internal controls.
  2. Explain how the lead agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff. Complete Board of Directors Form (**FORM #3**) and include as an addendum as referenced in the Proposal Submission Checklist.
  3. Describe internal fiscal management and control systems.
  4. State any additional sources of income and their amounts that have been or will be added to support the proposed project.
  5. Describe how the agency will plan for the long-term sustainability of the proposed project, if appropriate.
  6. Describe the line items included in the budget and the justification for each line item in the budget including what the specific item is, how the specific line item relates to the program and how the amount shown in the budget was arithmetically determined.



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- C. If applicable, complete a Line Item Program Budget for each participating partner showing the amount and purpose of requested funds. This should include a budget narrative describing all line items included in the subcontractor budget and the justification for each line item in the budget.
  
- D. Submit one (1) copy of the Bidder's most recent audit including any applicable corrective action plans, in the Addendum section referenced in the Proposal Submission Checklist.
  - 1. 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.
  
- E. Submit one (1) copy of current Agency Operating Budget with revenues and expenses indicated.
  
- F. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the Addendum section as referenced in the Proposal Submission Checklist.



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**SECTION 7: EVALUATION PROCESS AND CONTRACT AWARD**

**7.1 Evaluation Process**

No proposals will be opened until after the submission deadline identified in the RFP.

All proposals complete three (3) stages of evaluation: Compliance Review, Fiscal Review, and Bureau Panel Review. The proposal evaluation stages are as follows:

**7.2 Compliance Review**

Compliance Review will be performed by the EHSD Contracts and Grants Unit for adherence with RFP submission requirements. This will be evaluated on a **pass/fail** standard based on adherence to deadlines and submission requirements. Applications that pass Compliance Review will be advanced for Fiscal Review.

**7.3 Fiscal Review**

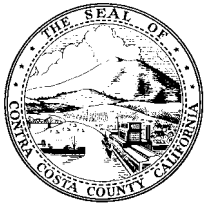
Fiscal Review will be performed by the EHSD Employment and Human Services Department, Fiscal Division. Submitted financial statements described in section 6.4.4 will be evaluated and scored according to program budget, solvency, and internal controls. Each proposal must receive a **minimum score of 70%** of the total available 100 points on the Fiscal Review to be forwarded to the Bureau Evaluation Panel for consideration.

**7.4 Bureau Committee Review**

Proposals that successfully complete the Compliance and Fiscal Reviews (referenced above) will be submitted for Bureau Committee Review. The review will be performed by a Panel that may include Employment and Human Services Department and other County department staff, technical experts outside the County, consumers, and members of the Contra Costa County Advisory Council on Aging. The Panel will evaluate and score the proposals using the scoring methodology below.

**7.5 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 70 points from the Bureau Review Committee are unlikely to be eligible for further consideration for funding.**



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**Program Elements and Possible Score**

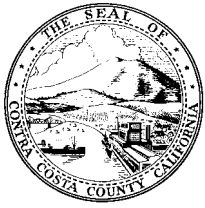
A. Agency Overview and Organizational Capacity – 20 Points, maximum 6 pages

Evaluation Criteria	Max Points
<p>1. Describe the organization’s history, mission, purpose, programs/services, and number of years the agency has been in business under the present or prior business name. Include as an Addendum in your proposal a list of the organization’s Board of Directors (<b>FORM #3</b>), and the agency’s IRS tax exempt letter.</p>	<b>10</b>
<p>2. Provide a summary of the organization’s experience serving seniors, adults with disabilities, and caregivers.</p> <p>If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service being proposed.</p> <p>If this population is new to your agency, discuss how you identified the need for the proposed service.</p>	<b>10</b>

B. Program Design and Approach – 50 Points, 10 pages maximum

Evaluation Criteria	Max Points
<p>1. Describe the capacity building need you want to address:</p> <ul style="list-style-type: none"> <li>a. What is the need for the project?</li> <li>b. How was the need determined?</li> <li>c. How will the proposed project enhance and strengthen services for older adults, adults with disabilities, and/or caregivers in Contra Costa County.</li> <li>d. List the participating agencies if appropriate.</li> <li>e. If submitting a collaborative proposal, describe the nature and roles of relationship(s) with program partners, agreements among partner agencies.</li> </ul>	<b>10</b>
<p>2. Describe the overall goals of the proposed project. Identify specific measurable outcome-based objectives, with timelines, that will support the fulfillment of the established project goals.</p> <ul style="list-style-type: none"> <li>a. Describe the goals and objectives of your proposed project.</li> <li>b. Describe the project design and methodology.</li> </ul>	<b>20</b>





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<ul style="list-style-type: none"> <li>c. What data will you collect and evaluate in order to determine success?</li> <li>d. Will internal staff be responsible for project management or will you hire an outside consultant to manage the project?</li> <li>e. How will you adjust the project if things don't go as planned?</li> </ul>	
<p>3. Describe how the proposed project will address the need you describe.</p> <ul style="list-style-type: none"> <li>a. How will you know if the project has been successful?</li> </ul>	<b>10</b>
<p>4. Describe the methods for which the organization will evaluate program impact and outcomes. Identify ways the agency will measure its performance in reaching the overall goals and objectives identified above in #3 and the methods for collecting the information.</p>	<b>10</b>

**C. PROGRAM ADMINISTRATION – 30 Points, 4 pages maximum**

<b>Evaluation Criteria</b>	<b>Max Points</b>
<p>1. Describe the agency that will lead the project. Describe the staff positions that will support the project. Describe their roles and responsibilities in relation to the project.</p> <p>If a collaborative project, also include description of staff from partner agencies and their role/responsibilities to the proposed project.</p>	<b>15</b>
<p>2. Using the Program Budget template and justification (<b>FORM #4</b>) describe the budget for the proposed project.</p>	<b>15</b>

**Maximum Possible Points**

**100 points**



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**7.6 Appeals Process**

All Bidders will receive an emailed notification from EHSD informing them of the selection decisions.

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.**

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

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

If a Bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request stating:

1. Area(s) of contention.
2. How the alleged issue detrimentally effects the appellant; and
3. A recommended solution.

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:

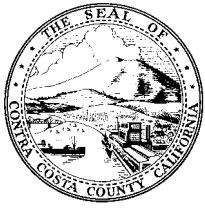
**ATTN: RFP Appeals  
EHSD Director  
40 Douglas Drive  
Martinez, CA 94553**  
or via email to: [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us)

Letters of appeal 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.

The County's appeal decision is final. Notification of a final decision on an appeal shall be made in writing to the appellant.



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**7.7 Contract Award and Negotiation**

The successful Bidder(s) 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.

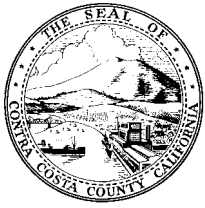
The project will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by contractor prior to the effective date of any contract.

EHSD will negotiate contract terms and agreements with the successful Bidder(s).

Selected Contractor(s) will be responsible for all projects offered in their RFP Bid, whether or not Contractor(s) perform the project directly or through subcontractors in multiple agency collaboration.

**7.8 Contract Term and Litigation Warranty**

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 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.

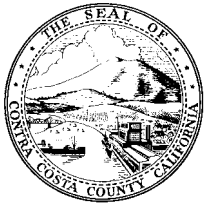
Electronic templates are described in Section 9 of this RFP and posted on the EHSD website under RFP 1212 at <https://ehsd.org/overview/contracting-opportunities/>

**File #1 Proposal File:**

- Proposal Cover Statement (Form #1)**
- Table of Contents**
- Program Narrative**
  - Agency Overview and Organizational Capacity (20 points)
  - Project Design and Approach (50 points)
  - Program Administration (30 points)
- Proposal Addendums**
  - Statement of Qualifications (Form #2** with original signatures must accompany original proposal), completed and signed by Agency Executive Director/CEO and President of Agency Board of Directors.
  - Organizational Chart**
  - Job Descriptions and/or Resumes of Executive Director/CEO and Key Program and Fiscal Staff**
  - 1** copy of Bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
  - Letter confirming Fiscal Agent (if appropriate)**

**File #2 Fiscal File:**

- Fiscal Management Narrative**
- Board of Directors Form (Form #3)**
- Budget and Budget Narrative (Form #4; Excel Workbook)**
- Fiscal Addendums**
  - 1** copy of Bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (reference Section 8.4.4).
  - 1** copy of Bidder's last audited financial statement attached to original proposal copy. (Reference Section 6.2 for alternate submission requirements if audited financial statements are not available).
  - 1** copy of current Agency Budget with revenues and expenses indicated (reference Section 8.4.4).



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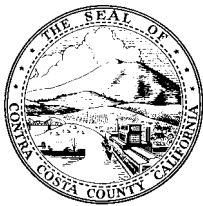
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**SECTION 9: REQUIRED FORMS**

Electronic templates are described below in this section of this RFP and posted on the EHSD website under RFP 1212 at <https://ehsd.org/overview/contracting-opportunities/>

All forms must be completed and attached to submitted proposals

	<b><u>Form #</u></b>	<b><u>Form Title</u></b>
<b>9.1</b>	<b>#1</b>	<b>Proposal Cover Statement</b>
<b>9.2</b>	<b>#2</b>	<b>Statement of Qualifications</b>
<b>9.3</b>	<b>#3</b>	<b>Board of Directors</b>
<b>9.4</b>	<b>#4</b>	<b>Budget of Estimated Program Expenditures with Narrative</b>

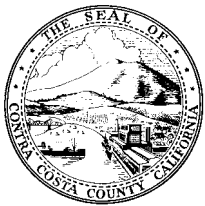


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**9.1 FORM #1: Proposal Cover Statement**

<b>PROPOSAL COVER STATEMENT – RFP 1212</b>	
<b>BIDDER ORGANIZATION NAME</b>	
<b>ADDRESS</b>	<b>Bidder Phone</b>
	<b>Bidder Fax</b>
	<b>Web Address</b>
<b>CONTACT PERSON</b>	<b>Contact Phone</b>
	<b>Contact E-mail</b>
	<b>Contact Fax</b>
<b>ADDRESS OF PROGRAM (if different than above)</b>	
<b>PROPOSED PROGRAM TITLE</b> Organizational Capacity	
<b>COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)</b>	
<b>AMOUNT OF FUNDING REQUEST</b> TOTAL AMOUNT REQUESTED \$ _____	
<b>FEDERAL EMPLOYER NUMBER</b>	<b>501(C)(3) EXEMPTION</b> _____
<b>AGENCY PRIOR YEAR NET OPERATING BUDGET</b> \$ _____	
<b>AUTHORIZATION</b> <i>We submit the attached response to the Notice of Request for Proposal No. ___ 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.</i>	
<b>AUTHORIZED REPRESENTATIVES: (two signatures required)</b>	
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: \_\_\_\_\_

Email: \_\_\_\_\_

Work Schedule: \_\_\_\_\_

b) What CPA firm prepares the agency's annual audit?

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address \_\_\_\_\_

Email: \_\_\_\_\_

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

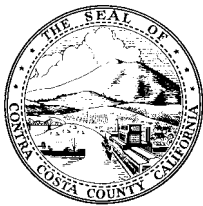
4. Has bidder failed or refused to complete any contract? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, briefly explain.

5. 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.

6. Does bidder have a controlling interest in any other firm(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

7. 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.

8. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.



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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 Director/CEO)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title (Board President)

**Note: When more than one agency will collaborate in providing services(s), above signatures are required of only the lead agency. Lead agency will certify that each member of the agency consortium will meet service and fiscal requirements.**





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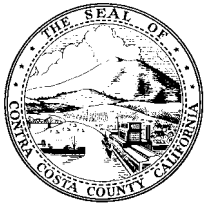
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**9.3 FORM #3: Board of Directors**

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

<b>Member Name</b>	<b>Address</b>	<b>Occupation/ Affiliation</b>	<b>Board Position</b>	<b># Years on Board</b>

5. Describe key roles and responsibilities of the Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



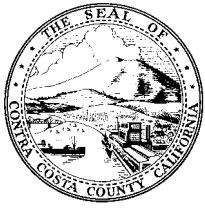
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**9.4 FORM #4: Budget of Estimated Program Expenditures and Narrative**

<b>Entity Legal Name:</b>		
<b>Term Start Date:</b>		
<b>Term End Date:</b>		
<b>Total Contract Amount:</b>		
<b>DESCRIPTION</b>	<b>TOTAL</b>	<b>BUDGET NARRATIVE</b>
<b>PERSONNEL AND FRINGE BENEFITS</b>	\$ -	
<b>OPERATING COSTS</b>	\$ -	
<b>OTHER COSTS</b>	\$ -	
<b>PARTICIPANT COSTS</b>	\$ -	
<b>INDIRECT, OVERHEAD, AND/OR ADMINISTRATIVE</b>	\$ -	
<b>TOTAL</b>	\$ -	

\* The indirect cost/overhead line item is intended to cover costs that are necessary to conduct the contract but are not readily identified as direct program expenses (e.g. reporting costs, payroll processing, fund development, insurance, other administrative costs.) Indirect costs are limited to 10% of personnel and operating costs and must be described in the budget narrative.



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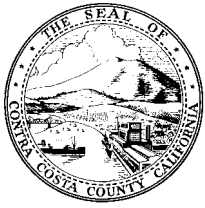
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**SECTION 10: APPENDICES**

**10.1 GENERAL CONDITIONS**

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

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

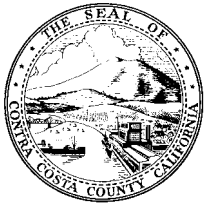


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This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
  - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
  - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
  - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
  - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required

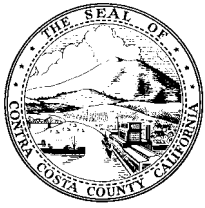


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state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

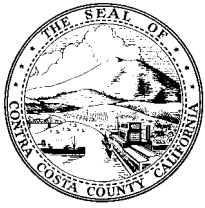
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
  - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
  - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.



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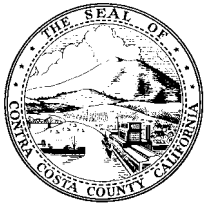
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, 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.
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.



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18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
  - b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.
  - c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an



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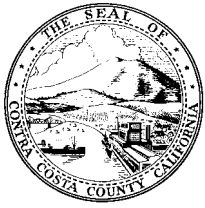
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endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by





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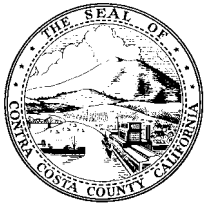
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Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally 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. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor 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.



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- 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. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.