



# Contra Costa County

## REQUEST FOR QUALIFICATIONS (RFQ) #1307-026 *Data Collection and Program Evaluation Services for AB 109 Program*

---

---

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$246,000 for "Data Collection and Program Evaluation Services" for the County's AB 109 Public Safety Realignment Program, for the period November 1, 2013 through June 30, 2014.

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

*Please read this entire packet carefully.*

**Final responses will be due at 651 Pine Street, 10<sup>th</sup> floor, Martinez CA 94553  
by 5:00 p.m. on September 20, 2013.**

Written questions about the RFQ can be submitted to [lara.delaney@cao.cccounty.us](mailto:lara.delaney@cao.cccounty.us)

by 5:00 p.m. on Wednesday, August 28, 2013.

**A Responders Conference will be conducted on August 21, 2013**

**from 10:00 a.m. to 11:00 a.m. via conference call.**

**To participate, please call 1-888-278-0254, participant code 675509#.**

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

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



## **TABLE OF CONTENTS**

---

	<b>Page No.</b>
Legal Classified Notice	3
RFQ Timeline	4
Project Description	5
RFQ Requirements and Instructions for Responders	15
Response Preparation Instructions	19
Response Review and Selection	24
Evaluation Process/Rating Sheet	26
Required Attachments and Responder Checklist	28
Forms 1-3 (to be completed by all responders)	30-36
Responders Conference RSVP Form	37
County Contract Requirements	38
County Contract General Conditions	40



## **LEGAL CLASSIFIED NOTICE**

### **CONTRA COSTA COUNTY REQUEST FOR QUALIFICATIONS #1307-026**

#### **DATA COLLECTION AND PROGRAM EVALUATION SERVICES FOR AB 109 PROGRAM**

The Contra Costa County Administrator's Office announces, on behalf of the Board of Supervisors, the issuance of Request for Qualifications (RFQ) #1307-026 making available up to \$246,000 for qualified individuals and agencies to provide data collection and program evaluation services for the County's Public Safety Realignment (AB 109) program for the period November 1, 2013 to June 30, 2014.

Responses are due by **5:00 p.m. on September 20, 2013**, without exception. Additional information and RFQ copy is available at website: <http://www.co.contra-costa.ca.us/index.aspx?NID=2366> or by calling (925) 335-1097.



## RFQ TIMELINE

1. RFQ announced: Wednesday, August 14, 2013
2. Written Questions Due from Responders: 5:00 p.m., August 28 , 2013
3. Addendum Issued: September 4, 2013
5. Response Submission Deadline: 5:00 p.m., September 20, 2013  
County Administrator's Office  
651 Pine Street, 10<sup>th</sup> Floor  
Martinez, CA 94553

*No Response will be accepted after this date and time. Postmarked, facsimiled and e-mail submissions will not be accepted.*

6. Review and rating process: from Sept. 23-Sept. 27, 2013
7. Notification of award recommendations: September 27, 2013
8. Appeal period: September 27-October 3, 2013

*Deadline to submit appeal letters: 5:00 PM, October 3, 2013.*

9. Community Corrections Partnership Review: October 4, 2013
10. Public Protection Committee Review: October 14, 2013
11. Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the **October 22, 2013** Board of Supervisors' agenda.



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

*Project Description*



## **I. Introduction**

The Contra Costa County Administrator's Office (CAO), on behalf of the Board of Supervisors, is issuing this Request for Qualifications (RFQ) #1307-026 to receive qualifications from individuals and agencies for data collection and program evaluation services related to the implementation of AB 109 Public Safety Realignment in Contra Costa County. Based on the response to this solicitation for qualifications, Contra Costa County (County) plans to contract with service providers for an initial period of November 1, 2013 to June 30, 2014. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded entities during the initial contract period.

Private, not-for-profit organizations, for-profit organizations, public agencies, individuals, and not-for-profit institutions of education with experience in developing and implementing complex data collection and evaluation systems related to justice systems, systems of care, and public service delivery, are invited to submit Responses.

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

## **II. Synonymous Terms**

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

1.
  - a. Supplier, Vendor, Contractor, Successful Responder, Consultant
  - b. Purchase Order, Contract, Agreement
  - c. Services, Work, Scope, and Project
  - d. Proposer, Responder
  
2. "The County" refers to the County of Contra Costa, California.

## **III. Background**

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

On a prospective basis, the legislation:

- Transferred the location of incarceration for lower-level offenders (specified non-violent,



non-serious, non-sex offenders) from state prison to local county jail pursuant to Penal Code 1170 (h) and provides for an expanded role for post-release Mandatory Supervision for these offenders;

- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transferred the housing responsibility for parole and PRCS revocations to local jail custody.

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

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

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

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

- Use a holistic, systemic, and inclusive approach that involves federal, state and local government stakeholders, community organizations, advocates, the formerly incarcerated, and family and community members;
- Adopt strategies that draw on evidenced-based approaches and practices;
- Target high- to moderate-risk probationers and parolees through the use of evidence-based tools;
- Emphasize geographic areas from which a disproportionate number of formerly incarcerated people are drawn and to which they return;
- Incorporate assessment and case management tools targeting continuous reentry

---

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



planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release;

- Embrace a commitment to the continuous and appropriate delivery of drug treatment, medical care, job training and placement, educational services, cognitive behavioral therapy and/or other service essential to reentry;
- Provide for independent evaluations of reentry programs using, when feasible, random assignment and controlled studies to determine effectiveness of programs and services provided; and
- Reduce crime, increase public protection, and protect people from further victimization.

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

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

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

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

\$198,000 of FY 13-14 AB 109 Public Safety Realignment funding is allocated to the CAO's office for the provision of data collection and program evaluation services. In total, \$246,000 has been budgeted for these services, to date.

#### **IV. AB 109 Service Delivery Model in Contra Costa County**

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





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

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

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

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

In addition to the coordinated care system described above, County allocated AB 109 funding to the Public Defender and District Attorney (DA) for staff to provide Arraignment Court Early Representation (ACER), which provides for representation at arraignment for indigent clients; a full-time Clean Slate paralegal to aid County residents seeking expungement; an additional Assistant District Attorney and Assistant Public Defender for Domestic Violence filings; three additional Victim Witness Advocates; and a Reentry Attorney in the DA's office to research and implement alternative sentencing strategies.

In addition to funds for operational expenses, Sheriff's Office staffing expanded through AB 109 to include 19 additional sheriff deputies and a sergeant to oversee corrections, several support staff, and an AB 109 Program Analyst to coordinate jail-based and community programs.

---

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



Additional funds for facility updates and renovations were secured in FY 2012-13 and 2013-14. Approximately \$3 million dollars is currently held in reserve for potential expansion at the West County Detention Facility.

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

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

Finally, the County is developing a pre-trial program that is expected to launch in January 2014 that will incorporate interviews by Probation staff using the Virginia Pretrial Risk Assessment Instrument<sup>3</sup> to develop reports/recommendations available at arraignment to aid in increased pretrial release for individuals based upon a manageable risk to public safety and likelihood of court appearance.

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

## **V. Overview of AB 109 Population in Contra Costa County**

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

### *Demographic Highlights*

The County is partnering with organizations that have expertise in delivering reentry services to a diverse population assessed as moderate or high risk to re-offend. Successful responders were required to demonstrate understanding of the demographics and criminogenic needs of justice-involved individuals and articulate a track record of experience providing commensurate evidence-based services and interventions.

Since October 1, 2011, the AB 109 unit of the Contra Costa County Probation Department has supervised 738 clients, 425 under Post-Release Community Supervision and 313 on Mandatory Supervision under Penal Code 1170(h)(5)(b). A majority (90%) of AB 109 clients are male. Even so, services that are gender-responsive to the needs of female clients are encouraged. While clients range in age from 18 to over 65, the average age is 37 and the majority of clients are 18 to 45 years old.

---

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



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

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

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

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

	PRCS	1170(h)	Total
Total Clients	425	313	738
<b>Gender</b>			
Male	393	271	90%
Female	31	42	10%
Other	1	0	< 1%
<b>Age</b>			
Average Age	38	37	37
18-25	12%	8%	10%
26-35	33%	43%	37%
36-45	29%	29%	29%
46-55	22%	15%	19%
56-65	4%	5%	4%
66+	< 1%	0%	0%
<b>Race/Ethnicity</b>			
White	32%	42%	36%
Black	45%	27%	37%
Hispanic	19%	15%	17%
Asian	< 1%	NA	< 1%
Pacific Islander	NA	NA	NA
Filipino	< 1%	< 1%	< 1%
Samoan	< 1%	NA	< 1%
Native American	NA	NA	NA
Other	< 1%	NA	< 1%
Unknown	3%	16%	7%

\*Percentages may not total 100% due to rounding



## **VI. Funding**

Up to \$246,000 (two hundred forty-six thousand dollars) is allocated in the AB 109 Public Safety Realignment Budget to fund the provision of Data Collection and Program Evaluation Services countywide, and the contract period is from November 1, 2013 through June 30, 2014. The Contra Costa County Administrator's Office will administer these funds.

The contract(s) resulting from this RFQ may potentially be renewable for FY 2014-15 at the sole discretion the Board of Supervisors.

This RFQ may result in a single award or multiple awards. RFQ response scoring (rankings) by the Review Panel may be utilized for additional contract awards at a future date.

## **VII. Purpose, Services, and Outcomes of RFQ**

### **A. Purpose:**

The Contra Costa Board of Supervisors has directed the County Administrator's Office to issue this Request for Qualifications to identify outstanding candidates to develop a comprehensive data collection and program evaluation program to support formative (process) and summative (outcome) evaluations of its AB 109 program.

Consistent with the *Contra Costa County Reentry Strategic Plan* and the *Contra Costa County AB 109 Operations Plan*<sup>4</sup> [adopted January 2013], the evaluation program should measure the extent to which AB 109 services have improved long-term liberty for the AB 109 population, increased public safety, reduced recidivism, and enhanced coordination amongst public and community service providers to provide effective and efficient systems integration.

These data collection and program evaluation services must be independent and objective. In the performance of these services, the successful contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. All conflicts of interest and potential conflicts of interest shall be described in detail in the response with any proposed resolutions to allow the services to be completed objectively.

The proposers of the data collection and program evaluation services for the AB 109 Public Safety Realignment Program must be familiar with the expectations of the County agencies and reentry service providers as well as demonstrate the ability to evaluate and analyze the fidelity, effectiveness and outcomes of such services, described above in section IV.

The successful contractor is expected to develop data collection and program evaluation systems and policies to support AB 109 Public Safety Realignment service implementation by the County and community based organizations and the analysis of the required data elements. Because the first years of AB 109 involve multiple new approaches and strategies

---

<sup>4</sup> Available at <http://www.cccounty.us/DocumentCenter/View/25652>



that will emerge and shift over time, the successful contractor is also expected to utilize current findings to provide recommendations of additional strategies and expected outcomes that may positively impact the County's AB 109 Public Safety Realignment system, including a description of what the service outcomes may suggest about the County's AB 109 Public Safety Realignment system.

The County and community based organizations are expected to ensure adequate data collection, management and reporting of indicators. The successful contractor must collaborate with County and community service providers to identify relevant and necessary data elements, develop protocols for data collection, sharing, and use, and design formative and summative evaluation programs to assess AB 109 Public Safety Realignment implementation. Responders should demonstrate past experience with or willingness to collaborate with other research partners that may be engaged by the County.

## **B. Services and Desired Outcomes:**

In responding to this opportunity to develop a comprehensive data collection and program evaluation strategy, responders should indicate how they would address the following areas of work and demonstrate capacity and experience in multiple realms related to this RFQ, such as:

1. Analysis of existing data practices, data sets, and collection and reporting strategies currently used by public agencies and non-profit organizations involved with this population;
2. Assessments of and recommendations regarding data-related infrastructure of public agencies and community organizations involved with this population;
3. Development of county-wide, shared definitions for critical elements of AB 109 (e.g., a common definition or set of definitions for recidivism);
4. Development of county-wide, shared baseline data sets and common baseline outcome metrics, benchmarks, and comparison sets;
5. Development of common policies to support efficient and effective data-gathering, data-sharing, and data-use among agencies and organizations serving this population;
6. Analysis and recommendations related to the development of a user-friendly, access-protected, web-based AB 109 metric dashboard accessible to and readily customizable by various stakeholders.
7. Development and implementation of formative and summative evaluations for integrated, multi-stakeholder systems of care;
8. Applying mixed-methods designs, incorporating both quantitative and qualitative techniques, in evaluation;
9. Assessment and recommendations related to options for data infrastructures and web-based Constituent Relationship Management (CRM) and Case Management System (CMS) platforms;



10. Subject-matter research and advice related to AB 109 implementation and evaluation strategies in other counties in California; and
11. Development of draft agreements, policies, and procedures to guide data-related activities and data use for multiple stakeholders (public and private).

The County recognizes that the development of a comprehensive data and evaluation program may involve several phases of work; these phases may be undertaken by one or more consultants and may be implemented simultaneously or sequentially, as appropriate.

The Community Advisory Board (CAB) of the Community Corrections Partnership has formed a *Data and Evaluation Committee*, which includes members of the CAB, the CCP, and the community. Contractor(s) will be expected to work collaboratively with the Data and Evaluation Committee throughout the contract period.

### **VIII. Contract Monitoring and Evaluation**

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

At a minimum, contractors will be expected to:

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

The CAO will:

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



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

***RFQ Requirements and Instructions for Responders***



## RFQ REQUIREMENTS AND INSTRUCTIONS FOR RESPONDERS

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

1. All responders shall submit one original response package and eight (8) complete copies of the response, under sealed cover, by mail or hand-delivery to the CAO at 651 Pine Street, 10<sup>th</sup> Floor, Martinez, CA 94553 to be received **no later than 5:00 p.m. on Friday, September 20, 2013**. Each submission must be marked on the outside with the Responder's name and RFQ #1307-026. Any response received after the deadline will be rejected. Postmarks and faxed submissions are not acceptable.
2. The CAO will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFQ. Proposers that are non-compliant with technical requirements will not move forward to the Review Panel.
3. Responses and required attachments shall be submitted as specified and must be signed by officials authorized to bind the responder to the provisions of the RFQ. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
4. A response may be withdrawn in person by a responder's authorized representative prior to **12:00 p.m. on September 23, 2013**. If withdrawing a response, the responder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the response.
5. An optional conference for prospective responders will be held on August 21, 2013 at 10:00 a.m. via conference call to answer questions about the RFQ and the RFQ process. To participate in the Responders Conference, please call 1-888-278-0254, code 675509.
6. Prospective proposers are requested to return the Responders Conference RSVP on page 37.
7. Any questions regarding this RFQ should be emailed to [Lara.DeLaney@cao.cccounty.us](mailto:Lara.DeLaney@cao.cccounty.us) on or before 5:00 p.m. on August 28, 2013. Please include RFQ #1307-026 in the subject line.
8. The CAO may amend this RFQ, if needed, to make changes or corrections to specifications or provide additional data. Amendments will be posted at <http://www.co.contra-costa.ca.us/index.aspx?NID=2366> and, if after the optional bidders conference, emailed to all those attending. The CAO may extend the RFQ submission date, if necessary, to allow responders adequate time to consider additional information





and submit required data.

9. The RFQ process may be canceled in writing by the CAO prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the best interest of the County.
10. With respect to this RFQ, the County reserves the right to reject any, some, or all responses. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All responses become property of the County, without obligation to any responder.
11. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFQ. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response. Evaluation criteria and weight factors are described below.
12. A Review Panel will evaluate all responses received. The panel will be composed of the Chief Probation Officer or his designee, CAO staff, the County Reentry Coordinator, a criminal justice research professional, a formerly incarcerated person, staff of a department engaged in data collection efforts, and a member of the Community Advisory Board. On the basis of panel ratings recommendations, the Public Protection Committee will make recommendations to the Contra Costa County Board of Supervisors. Responders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a response.
13. Only responders submitting a response in accordance with RFQ #1307-026 may appeal the RFQ process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Interim Senior Deputy County Administrator; County Administrator's Office and received at 651 Pine Street, 10<sup>th</sup> Floor, Martinez, CA 94553 no later than **5:00 PM on October 3, 2013**. Notification of a final decision on the appeal shall be made in writing to the responder. When submitting, an appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:
  - Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
  - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - A violation of State or Federal law.

Notification of a final decision on the appeal by the CAO shall be made in writing to the responder within five (5) days, and the decision of the CAO shall be final and not subject to further review.

14. Successful responders will be expected to promptly enter contract negotiation with the



CAO. This may result in mutually agreed upon changes in plans or activities identified in the response. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFQ.

15. Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.
16. Selected contractor(s) will be responsible for all services offered in their response, whether or not contractor(s) perform them directly or through subcontractors in multiple agency collaboration.
17. The CAO will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.
18. Contracts from this RFQ will be for an 8-month period (November 1, 2013 through June 30, 2014) with satisfactory performance as a condition of any future contract renewal.
19. All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy and comply with related monitoring and evaluation procedures.



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

***Response Preparation Instructions***



## RESPONSE PREPARATION INSTRUCTIONS

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

- Contra Costa County is committed to developing a comprehensive program to improve the capacity, efficacy, efficiency, ease of use, and utility of data systems, data-sharing, and data analysis as they relate to justice-involved populations, particularly the AB 109 population.
- The County has multiple goals for developing a data and evaluation program, including (but not necessarily limited to) the following:
  - ✓ Enhance the capacity of all entities involved with the AB 109 population to develop and manage effective data systems and practices, to use data analysis to foster critical inquiry, and to increase familiarity with key concepts of evaluation;
  - ✓ Foster the development of an integrated, county-wide data system (including aligned and consistent infrastructures, protocols, and policies);
  - ✓ Allow evaluation of multiple types, including impact, formative, process, performance, and cost, as well as evaluation of progress on the implementation of multiple relevant plans, such as the Contra Costa County Reentry Strategic Plan and the County's AB 109 Operations Plan;
  - ✓ Support County stakeholders in the development of key definitions (such as shared definitions of recidivism) and "Learning Questions," such as, "What factors are most highly correlated with improved rates of recidivism for AB 109 individuals in Contra Costa County?"
- Development of a comprehensive data and evaluation program may involve several phases of work; these phases may be undertaken by one or more consultants and may be implemented simultaneously or sequentially, as appropriate.
- Development of a comprehensive data and evaluation program will involve departments and divisions of multiple County agencies and municipalities; multiple systems (law enforcement, behavioral health, social service, courts, education); and private/nonprofit service providers.
- The scope of work may require contractors with multiple capacities including:
  - ✓ Assessment of multiple existing data systems (infrastructure, policies, practices, population- and service-specific operations) and case management systems.
  - ✓ The ability to identify needs, challenges, and potential solutions to enable inter-agency information sharing including identifying the technical, operational, fiscal, legal, and functional factors across multiple entities.



- The scope of work may require mixed methods, including combined review and analysis of departmental documentation; quantitative data from county and private data systems; and qualitative data from interviews with CCP partner agencies, service providers, and individuals eligible for supervision under AB 109.
- The scope of work may include the development of an interim project evaluation, including key findings and recommendations for next steps or course corrections.

## **RESPONSE INSTRUCTIONS**

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents.
2. Each responder must submit one (1) original package and eight (8) complete copies with attachments included, unless otherwise noted on Responder's Checklist.
3. Response materials are to be double-spaced on 8 1/2" x 11" paper (recycled preferred) with no less than 1" margins on all sides using an easy to read 12-point font. Total response should not exceed 25 pages excluding cover sheet, table of contents, and required attachments.
4. Pages must be stapled together and numbered consecutively with each section identified by an appropriate Roman numeral.
5. Forms 1-3 (attached to this RFQ) are to be fully completed and attached in the order indicated on the Responder's Checklist.
6. All information in the response package must be presented in the following sequence. (This listing shall comprise the Response Table of Contents.)

## **RESPONSE OUTLINE**

### **I. Cover Statement (Form #1)**

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

### **II. Responder Overview (2 pages)**

- A. Responder's history, years in operation, and number of years providing services described herein.
- B. Responder's primary areas of expertise and current core services.



- C. Responder's qualifications (including resources and capabilities) as they relate to the scope of services described herein.
- D. Proposed staffing for this project, including their roles on this project, their qualifications and their credentials (CVs may be included as an attachment that will not count against the page limit).

**III. Approach to the Scope of Work (10 pages)**

- A. Describe your approach to accomplishing the data and evaluation program goals described herein. What methods, activities, and phases would you anticipate?
- B. Discuss program/project milestones and how these milestones correlate to potential phases in the overall scope of work.
- C. Describe the key challenges likely to emerge and identify potential solutions to address such challenges.
- D. Discuss the role, level of expected involvement, and structures/opportunities for inclusion of relevant stakeholders. Include who needs to be involved, what involvement is required, and what mechanisms you would employ to foster involvement.
- E. Discuss user adoption of new data systems and evaluation methodologies. Additionally, how would you foster stakeholders' capacity-building in data technology, data-related policies, and evaluation skills?

**IV. Technical Expertise (5 pages)**

- A. Discuss your subject-matter expertise as it relates to:
  - 1. criminal justice systems and other systems of care
  - 2. AB 109 Public Safety Realignment
  - 3. multi-system coordination and systems integration
  - 4. Record Management Systems (RMS), Case Management Systems, data warehouses, Constituent Relationship Management (CRM) and other data-base approaches and options
  - 5. public/private multi-stakeholder projects.
- B. Discuss your expertise in group facilitation, project management of multi-stakeholder initiatives that engage community members, public agencies, and community-based organizations.



- C. Discuss your expertise with various state and federal laws mandating vary levels of confidentiality as it relates to inter-agency data sharing. Discuss issues related to anonymized data, inter-agency MOUs regarding information access, sharing, use, and privacy.

**V. Experience with Similar Programs/Projects (5 pages)**

- A. Describe any similar past projects including the scope of the project, relevance, stakeholders, and a brief summary of the approach and services provided. If relevant, indicate any collaborative partners engaged to complete the project. In addition, indicate any challenges encountered and how they were addressed.
- B. Describe any similar past projects that involved informal or formal collaboration with additional research partners or initiatives. For example, multiple investigators around the state of California are studying and evaluating AB 109 and some of these initiatives may operate in Contra Costa simultaneous to the project identified in this scope of work. Describe past experience collaborating with research partners and highlight any lessons applicable to this scope of work.

**VI. Estimated Cost (3 pages)**

- A. Outline your cost structure. Include the compensation rates and hours/FTEs of proposed personnel.
- B. Estimate the cost for the program and or projects undertaken, if a phased approach is utilized. Tie costs to anticipated phases or milestones.
- C. If you anticipate using subcontractors or partners, explain the proposed scope and costs anticipated for their services.



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

***Response Review and Selection***





## RESPONSE REVIEW AND SELECTION

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

### **Response Selection Methodology:**

A. CAO staff will review each response's adherence to RFQ specifications, including:

- Response Cover Statement
- Response Narrative
- Agency Information (including required attachments)

1. All responses deemed responsive will be referred to the RFQ Review Panel.

B. The panel will be composed of the Chief Probation Officer or his designee, CAO staff, the County Reentry Coordinator, a criminal justice research professional, a formerly incarcerated person, staff of a department engaged in data collection efforts and a Community Advisory Board member. Members of the Review Panel will be required to sign an impartiality statement.

C. The Review Panel will review all qualified responses and evaluate and score all service elements utilizing the evaluation criteria outlined on page 27.

D. The Public Protection Committee will make recommendations for contract awards to the Board of Supervisors after considering the recommendations of the Review Panel.



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

*Evaluation Process/Rating Sheet*



## RATING SHEET

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

### **Program Elements and Possible Score**

- I. Response Cover Statement - *required but not weighted*
- II. Responder Overview
1. Relevancy of responder's overall services/history (3 pts.)
  2. Responder's qualifications as they relate to scope of work (3 pts.)
  3. Overall agency and specified staff with relevant experience and expertise (4 pts.)
- 0-10
- III. Approach to the Scope
1. Research program design/methodology (15 pts.)
  2. Program action-steps and timeline for implementation (15 pts.)
  3. Collaboration with stakeholders and other organizations/Coordination (5 pts.)
- 0-35
- IV. Technical Expertise
1. Subject-matter expertise (10 pts.)
  2. Expertise in project management, group facilitation (5pts.)
  3. Expertise with data sharing and privacy (5 pts.)
- 0-20
- V. Responder's Experience with Similar Projects  
Relevance of responder's current or past experience and demonstrated ability of applicant to deliver specified services.
- 0-20
- VI. Cost Estimate  
Project costs are reasonable for proposed scope of services. Cost explanations are clear and demonstrate roles of proposed staffing.
- 0- 15

**Total 100 pts.**



**REQUEST FOR QUALIFICATIONS # 1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

***Required Attachments and Responder Checklist***



## REQUIRED ATTACHMENTS & RESPONDER CHECKLIST

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

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



**REQUEST FOR QUALIFICATIONS #1307-026**  
**DATA COLLECTION AND PROGRAM EVALUATION SERVICES**  
**FOR AB 109 PROGRAM**

**FORM 1**

*Response Cover Statement*



**FORM 1**

**RESPONSE COVER STATEMENT**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES FOR AB 109 PROGRAM**

Responder \_\_\_\_\_  
Business  
Address \_\_\_\_\_

Phone \_\_\_\_\_ email: \_\_\_\_\_ Year Founded \_\_\_\_\_

Contact Person & Title \_\_\_\_\_

501(c)3 \_\_\_ yes      Exemption Expiration Date  
      \_\_\_ no          Other (explain): \_\_\_\_\_

Federal Employer Number: \_\_\_\_\_

List Collaborative Partners, if applicable:

\_\_\_\_\_

We submit the attached response and attachments in response to Contra Costa County's Request for Qualifications #1307-026 dated August 14, 2013, and declare that:

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

**Authorized representatives: (two signatures required)**

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

Signature: \_\_\_\_\_  
Executive Director (or equivalent)

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President (or equivalent)

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



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

**FORM 2**

*Responder's Statement of Qualifications*





**FORM #2**

**RESPONDER'S STATEMENT OF QUALIFICATIONS**

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

2 (a) Who administers your fiscal system?

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

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

Title: \_\_\_\_\_

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

(b) What CPA firm maintains or reviews your financial records and annual audit, if applicable?

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

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

\_\_\_\_\_

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

4. Number of years responder has provided the services described in this response or related services. \_\_\_\_

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

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



**FORM #2, CONTINUED**

7. Does responder have a controlling interest in any other firm(s)?  Yes  No  
*If yes, please list below.*

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

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

\_\_\_\_\_  
Name and Title

(Executive Director or equivalent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

(Board President or equivalent)

\_\_\_\_\_  
Date

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



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

**FORM 3**

*Contracts and Grants*



**FORM #3**

**CONTRACTS AND GRANTS**

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

<u>Contact Name/Phone # of Contractor/Grantor</u>	<u>Services Provided Under Contract</u>	<u>Contract Dates</u>
---	---	---------------------------

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

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

\_\_\_\_\_  
Name and Title  
(Executive Director or equivalent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
(Board President or equivalent)

\_\_\_\_\_  
Date

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



## Responders Conference RSVP Form

To: Lara DeLaney, Senior Deputy County Administrator  
County Administrator's Office  
Attention: RFQ #XXX-XXX  
[Lara.delaney@cao.cccounty.us](mailto:Lara.delaney@cao.cccounty.us)

RE: Attendance of Responders Conference for RFQ #1307-026

I/we plan to participate in the Responders Conference:

---

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

Organization: \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

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

Please return the completed form to the above email address by 5:00 pm, Tuesday, August 20, 2013.



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

***County Contract Requirements***



## COUNTY CONTRACT REQUIREMENTS

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

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

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

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



**REQUEST FOR QUALIFICATIONS #1307-026**

**DATA COLLECTION AND PROGRAM EVALUATION SERVICES  
FOR AB 109 PROGRAM**

***Contract General Conditions***





## General Conditions

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

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



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

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds \$5,000.

5. **Termination and Cancellation.**

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

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

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

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

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



8. **Modifications and Amendments.**

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

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

9. **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 shall be governed and construed in accordance with the laws of the State of California.

b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

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

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

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee,



subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

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

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

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

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

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

18. **Indemnification.** Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of



County or its officers or employees. Contractor will reimburse County for any expenditure, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

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

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

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

c. **Certificate of Insurance.** The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.



20. **Notices.** All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. **Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product



without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.