



# *The County of El Dorado*

## *Chief Administrative Office*

*Gayle Erbe-Hamlin, Chief Administrative Officer*

***Procurement & Contracts Division***

*Phone (530)621-5830 Fax (530)295-2537*

Date: January 19, 2010

To: All Interested Organizations

**Subject: Request for Qualifications and Statements of Interest  
RFQ# 10-918-031  
Evidence Based Home Visitation Services Program**

The El Dorado County Procurement and Contracts Division, on behalf of the Human Services Department (hereinafter referred to as "County") is formally soliciting highly qualified organizations or associations (hereinafter referred to as "Respondent") to implement an Evidenced-Based Home Visitation Program Model (hereinafter referred to as "Home Visitation Model") that has undergone rigorous research, has been proven to be effective in different settings and among different populations and has demonstrated significant positive effects on important program-determined child and parent outcomes such as reducing abuse and neglect, improving prenatal health, improving child health and development, improving school readiness, reducing juvenile delinquency and improving family economic self-sufficiency.

The Home Visitation Model used must be either: 1) affiliated with a national model and be currently certified or credentialed by the national office of that program model; or 2) federally-funded and authorized to provide the program model. Examples of Home Visitation Models (in alphabetical order) under consideration include but are not limited to:

- Early Head Start,
- Healthy Families America (HFA),
- SafeCare, and
- Various other existing Home Visitation Models that are based on the California Safe and Healthy Families (CalSAHF) model.

**I. Scope of Work:** The successful Proposer will be required to enter into an agreement for services with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement for Services." Any reference in this RFQ to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Respondent under the agreement. In the event of any conflict between a provision of this RFQ and the provisions of the agreement attached as Exhibit "A," the terms of the agreement shall govern.

Respondents shall address each of the County's Home Visitation Model requirements as outlined below and detail how these requirements will be implemented. Preference will be given to those Respondents who:

1. Clearly possess and can demonstrate the qualifications required to complete each task, and
2. Whose Home Visitation Model is supported by the strongest evidence of effectiveness; and
3. Can certify that they currently or will fully abide by the requirements, if any, of the national or regional Home Visitation Model identified by the Respondent as the Home Visitation Model they will be using to ensure fidelity to that particular Home Visitation Model.

**II. Home Visitation Model Requirements:** There are four (4) ultimate outcomes and improvements to be provided by the Home Visitation Model and towards which the County will strive. These are:

1. Improved family functioning; and
2. Improved child development; and
3. Improved health and wellness; and
4. Improved systems of care.

The chosen Respondent's Home Visitation Model will address these four outcomes and improvements by articulating a theory of change within each family and which specifies clearly identified program goals and outcomes while describing the activities related to those goals and outcomes. This will be represented through the presence of a detailed logic model or conceptual framework that depicts the assumptions for the inputs and outputs that will lead to short, intermediate and long-term outcomes. The Respondent's Home Visitation Model must also include a book, manual, training or other available documents (hereinafter referred to as "Documents") that specify components of the Home Visitation Model and clearly describe how to administer it.

Additional Home Visitation Model Requirements also include:

1. Complete compendium of best practices and core competencies for components including but not limited to:
  - Recruitment of eligible families,
  - Assessment of family strengths and needs with emphasis on:
    - Parent-child/parent-infant interactions; and
    - Problem solving; and
    - Decrease in recurrence of child maltreatment; and
    - Healthy childhood growth and development.

2. All components of the Home Visitation Model must involve baseline assessments, intervention (training) and follow-up assessments to monitor change, including monitoring frequency and duration of home visits and who is dropping out and why. Additional components should include how Respondent proposes to:
  - Match program goals to family needs and program resources; and
  - Match qualifications of home visitor (i.e., paraprofessional, professional) to family needs; and
  - Conduct observations of parental knowledge and skills for each component by the use of a set of observational checklists. Observational checklists should include the ability to:
    - Address needs as recognized by the parent; and
    - Ensure that home visitors use strategies and activities consistent with cultural values of family, not just the parent, especially if the parent lives with an extended family; and
    - Describe desired targeted behaviors; and
    - Explain the rationale or reason for each behavior; and
    - Demonstrate desired behavior(s); and
    - Have parent practice desired behavior; and
    - Maintain family engagement during visits; and
    - Provide positive feedback; and
    - Provide constructive feedback; and
    - Review of parent(s) performance for prior week; and
    - Jointly plan, implement and review planned activities and goal-setting for following week; and
    - Minimization of attrition by ensuring scheduling of home visits at family's convenience.
  - Ensure program fidelity by providing ongoing review of home visits by both supervisor and home visitor by using written documentation, on-site observations or videotapes.
3. Description of how Respondent will prepare and execute Home Visitation Model training. Responses should include the following:
  - Detail how Respondent will work with at-risk families in their home environments in order to improve parenting skills in several domains including, but not limited to, health, home safety, parent-child interaction, problem solving and counseling.
  - Create linkages with other non-direct service workforce sectors that support the desired outcomes.
  - Initiate the workgroup to support long-term scalability and sustainability of the Home Visitation Model.

**Note:** The Home Visitation Model is not a strict replication model; flexibility is essential to allow implementation in a wide range of communities and intended populations. Respondents may also propose additional tasks as long as they are justified as integral to the implementation of the initiative design.

**III. Staffing Requirements:** Respondent shall address Staffing Qualifications for staff that will provide Home Visitation Model services. Qualifications should include a minimum requirement of two years of college and a minimum of two years experience in home visitation services with training in models similar to the models suggested above. Additional qualifications should include the knowledge, skills and abilities to understanding the principles of family support/home visitation and protective factors including but not limited to:

- Nurturing and attachment; and
- Knowledge of youth-development, i.e., skill-building that shall meet each child’s critical criteria including physical/emotional/developmental needs; and
- Parental resilience, i.e., problem-solving, referrals to community-based organizations such as mental health, and substance abuse counseling and legal resources; and
- Social connections, i.e., reduce isolation and provide links to community resources/networks; and
- Concrete support for parents, i.e., family support plan, food, clothes, housing, AOD, domestic violence, employment and financial challenges; and
- Risk factors for child maltreatment; and
- Crisis intervention; and
- Case management; and
- Utilize the principles of family support; and
- Culturally competent.

Services and staff shall focus on supporting the parent as well as supporting parent-child interaction and child development. Program participation by families shall always be voluntary. At a minimum, all families should be linked to a medical provider to assure optimal health and development. Depending on the family’s needs, they may also be linked to additional services. The intensity and duration of service shall be based solely on the needs of the family.

**IV. Reporting Requirements:** Successful Respondent shall:

(1) Maintain, at a minimum, an individual case record for each family enrolled in Home Visitation Model program. Individual case records shall include but not be limited to:

- All pertinent information concerning Home Visitation Model client(s) (“Participant”) participation in said program. Successful Proposer shall obtain written approval from Participant prior to documenting said information and include said written approval in Participant’s case folder.
- Associated activities of successful Proposer’s staff as it relates to Participants participation in said program.

(2) Comply with mandated reporting requirements.

(3) Provide other information as requested by County, State or Federal agencies.

Each Successful Respondent(s) that enters into an agreement for services under this RFQ with County shall submit, at minimum, a quarterly and annual report to County that shall address Successful Respondent(s)'s progress in addressing the achievement of the goals and objectives of this RFQ and its subsequent agreement for services. Reports shall include, at a minimum, the following information:

1. Quarterly Report

- a. Submit Quarterly Data Collection information report (Quarterly Report) to County, utilizing a format approved by County, no later than the last day of the month following the end of each Quarter. Quarterly Report shall include but not be limited to the following information:
  - i. Pertinent Home Visitation Model program information, including evaluation and demographic information, on Participants served.
  - ii. Types of activities funded under the agreement for services.
  - iii. Effectiveness of the training and technical assistance.
  - iv. Results of the outcome evaluations.
  - v.

2. Annual Report

- a. Submit Annual Report to County, utilizing a format approved by County, no later than the last day of the month following the end of each Fiscal Year that shall include but not be limited to the following information:
- b. The actual services delivered under the agreement for services, including:
  - i. Home Visitation Model program characteristics, including descriptive information on the service models used and actual program performance results.
  - ii. Characteristics of the Home Visitation Model program providers involved, including staff qualifications, work experience and demographic characteristics.
  - iii. Characteristics of Participants under Home Visitation Model program, including the number and demographic characteristics of Participation and family retention.
- c. Participant outcomes that are consistent with said program goals including, where appropriate and when based on the outcomes being evaluated, a description of:
  - i. Affected parental practices.
  - ii. Child health, cognitive, language, social-emotional, and physical developmental indicators.
  - iii. Child maltreatment indicators, including prevention strategies.
  - iv. School readiness indicators.
  - v. Links to community services.
- d. Research-based instruction, materials, and activities being used in the activities funded under the agreement for services;
- e. The effectiveness of the training and ongoing professional development provided:
  - i. To staff supported under the agreement for services; and
  - ii. To the broader early childhood community;
- f. The results of evaluations performed.
- g. The annual Home Visitation Model program implementation costs, including the cost for each Participant family served under said program.
- h. Other information as may be requested by County, State or Federal agencies.

Successful Respondent(s) shall also provide assurance that they will, as requested, participate in independent evaluation(s) as may be conducted by County, State or Federal agencies.

**V. Statement of Interest and Qualifications:** The Statement of Interest and Qualifications submitted shall be brief and concise, and at the same time include detailed information in the order listed hereinbelow.

- A. Cover letter with an original signature of a company representative authorized to bind the company in execution of an agreement with the County.
- B. Name, address, and brief history of the organization.
- C. Resumes of key personnel to be assigned.
- D. Description of the organization's personnel and services corresponding to the "Scope of Work" as detailed in Section I, "Home Visitation Model Requirements" as details in Section II, and "Staffing Requirements" as detailed in Section III.
- E. Statement of the Respondent's ability to comply with the County's contract requirements, including certificates of insurance, as identified in Exhibit "A" sample agreement for services.
- F. Any additional information applicable to this request.

**VI. Respondents' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **3:00 PM – on January 29, 2010**. All envelopes or containers must be clearly labeled "**RFQ #10-918-031, QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **February 5, 2010**.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts  
330 Fair Lane  
Placerville, California 95667  
RFQ #10-918-031 Question

**Respondents are cautioned that they are not to rely upon any oral statements that they may have obtained. Respondents shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.**

- VII. Submittal:** Firms shall submit one (1) original and three (3) copies of their Statement of interest and Qualifications, along with any addenda, in a sealed envelope, clearly marked on the front “**RFQ 10-918-031 MAILROOM DO NOT OPEN**” to:

El Dorado County  
Procurement and Contracts  
330 Fair Lane  
Placerville, California 95667

Statements must be received in the Procurement and Contracts Division (Purchasing) office no later than **3:00 P.M., February 16, 2010**. For additional information regarding this request, please contact Bonnie H. Rich, Sr. Department Analyst at (530) 621-5940.

A respondent may withdraw its Statement of Interest and Qualifications at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Respondents may thereafter submit a new or modified Statement of Interest and Qualifications **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered. Respondents submitting less than the required number of copies may be rejected and considered “non-responsive.” Responses received beyond the deadline will not be considered, and will be returned unopened.

#### **Notice to Respondents**

*The Procurement and Contracts Division no longer mails out hard copy letters advising participating Proposers of RFQ results. Please visit our website at [www.co.el-dorado.ca.us/Contracts](http://www.co.el-dorado.ca.us/Contracts) for RFQ results. RFQ results will be posted within approximately fourteen business days after the RFQ opening deadline date. The timeline for posting RFQ results may vary depending on the nature and complexity of the RFQ and the number of responses received.*

- VIII. Evaluation and Selection Process:** The County will evaluate all pertinent information and will endeavor to select respondents with which it will work from those organizations submitting statements. If a selection cannot be made on the basis of the qualification statements alone, the most qualified organizations may be contacted for additional information and, if warranted, personal interviews.

An evaluation screening committee and/or selection committee will be appointed by the Human Services Department to evaluate the responses and make recommendations for selection and approval for an agreement of services. Respondents may be interviewed by the selection committee either in person or by telephone during the selection process.

Please note that this is request is for a Statement of Interest and Qualifications. A detailed cost proposal is not being requested. Final project costs will be limited to the budget available for the project. Final fee schedules and other costs will be determined through negotiations.

**IX. County's Rights:** The County reserves the right to:

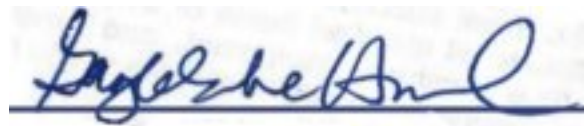
1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement
4. Not select any organizations
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview respondents prior to award
9. To request additional information during an interview

**X. El Dorado County Web Site Requirements:** Respondents downloading Bids, RFP's, or RFQ's from the County's web site are responsible for checking the Internet up to the bid due date for any Addenda issued. Printed copies of Bids, RFP's, RFQ's and Addenda are only mailed out to bidders on the County's Master Bidders list. Addenda issued may be required to be acknowledged and returned by participating firms in order to be considered further in the evaluation process. Those respondents not acknowledging and returning Addenda may not be considered and may be rejected as "non-responsive".

**XI. Additional Requirements:**

- A. Consultants submitting less than the required number of copies may be considered "non-responsive."
- B. Submittals received beyond the deadline date and time will not be considered and will be returned unopened.
- C. Telephone or facsimile submittals will not be accepted.
- D. Any cost incurred by the respondents in the preparation of any information or material submitted in response to the RFQ shall be borne solely by the respondent.
- E. The County reserves the right to reject any and/or all submittals, or to withhold the award for any reason it may determine, and to waive or decline to waive irregularities in any submittals.
- F. The County assumes no obligation in the solicitation of this general statement of interest and qualifications and all costs responding to this solicitation shall be borne by the interested firms.
- G. Responses will be opened in public.
- H. This RFQ does not constitute a contract nor an offer of employment. All responses, whether accepted or rejected, shall become the property of the County.

*Thank you for your participation in the RFQ process!*



Gayle Erbe-Hamlin  
Purchasing Agent

**330 Fair Lane  
Placerville, CA 95667**

**STATEMENT OF NO RESPONSE**

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc, please complete and return this form to: El Dorado County Procurement and Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc, or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

*Board of Supervisors Procurement Policy C17, Section 8.2:*

*Removal of a vendor from the bidders list may be for:*

- (a) Failure to respond to more than three (3) consecutive formal invitations to bid; or*
- (b) Failure to respond responsibly to more than three (3) notices to bid; or*
- (c) Failure to perform after an award of a bid; or*
- (d) Other reasons that show the bidder to be a non-responsive or non-responsible bidder.*

*The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent*

Invitation # (BID, RFP, RFI, RFQ, etc.): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond.
- Our schedule would not permit us to perform.

Remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Exhibit “A”**

SAMPLE AGREEMENT FOR SERVICES # (~)

*For Illustrative Purposes only*

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County” or “Grantee”) and (~), a Corporation duly qualified to conduct business in the State of California, whose principal place of business is (~)(address), (~)(city), (~)(state) (~)(zip), (hereinafter referred to as “Contractor”);

### **RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide (~); and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provisions of these services provided by Contractor are in the public’s best interest and that these services, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:**

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire .....

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor (~) (monthly in arrears). Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. (For the purposes hereof, the billing rate shall be (~). The total amount of this Agreement shall not exceed (~).

**ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE V**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor’s responsibilities to County during term hereof.

**ARTICLE VI**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County and the State.

**ARTICLE VII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

## **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE IX**

### **Default, Termination and Cancellation:**

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time.

No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

E. Termination for Cause: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided.

## ARTICLE X

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
(~)  
(~)  
PLACERVILLE, CA 95667  
ATTN: (~)

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

(~)  
(~)  
(~)  
ATTN: (~)

or to such other location as the Contractor directs.

## ARTICLE XI

**Indemnity:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

## ARTICLE XII

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability (~)(is)(is not) required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

### **ARTICLE XIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **ARTICLE XIV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

### **ARTICLE XV**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

### **ARTICLE XVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is (~)(Name), (~)(Title), (~)(Department), or successor.

### **ARTICLE XVII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

### **ARTICLE XVIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XIX**

**Venue:** Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XX**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
(~)(Name), (~)(Title)  
(~)(Department)

**Requesting Department Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
(~)(Name), (~)(Title)  
(~)(Department)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

ATTEST: Suzanne de Allen Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- CONTRACTOR --**

Dated: \_\_\_\_\_

(~)COMPANY,  
A (~)(State) CORPORATION

By: \_\_\_\_\_  
(~)Name, (~)Title  
"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary