



# County of El Dorado

## Chief Administrative Office

Procurement & Contracts Division  
330 Fair Lane, Placerville, CA 95667  
Phone (530)621-5830 Fax (530)295-2537

September 18, 2018

To: All Interested Individuals and Firms

Re: RFP 19-961-007 – Professional Occupational Health Consulting Services

The following questions regarding the subject RFP were received by the stated deadline of September 12, 2018 by 5:00 p.m. Below are the questions and answers that the County has deemed appropriate and relevant with respect to the scope of services.

- Question:** Scope of Services, 5(8) states "Preparation of a descriptive summary which provides expansion and/or clarification of positive indicators on the health history questionnaire, specifically targeting applicants previous work injuries and occupational exposures, use of prescription & nonprescription medication, and potential that the applicant has falsified information on the questionnaire, e.g., no history of chronic back or joint pain, however on examination, a limited range of motion and a surgical scar is noted."

Please clarify the service requested. Specifically, describe the circumstances that may warrant such a request.

**Answer:** The intent of this line of assessment is to determine the presence of a predetermined condition as it relates solely to the ability of the applicant to carry out the essential functions of the job class and to anticipate the need for accommodation. Finding physiologic or pathologic evidence of affliction not noted in the history is suspect to an underlying condition that the applicant is not aware of or is attempting to mask for fear that it may jeopardize medical clearance or hiring status.

- Question:** Are Bomb Squad Exams requested?

**Answer:** Yes.

- Question:** Are Firefighter Exams or FEMA labs requested?

**Answer:** Though not needed at this time, vendor should be prepared to perform FEMA exams. Firefighter exams are not needed.

- Question:** Is the Rabies Vaccination requested?

**Answer:** Rabies pre-exposure series may be requested; the initial dose only.

5. **Question:** For your Hazmat Exams do you want B-Reader services?

**Answer:** This would be preferable.

6. **Question:** Is El Dorado County open to a proposal for onsite medical clinic/services vs. El Dorado County's current program of sending to an off-site clinic?

- a. If El Dorado County will allow for the proposer to submit the proposal for onsite services would El Dorado like a complete bid with the following:
  - i. Proposal for employer services listed in El Dorado County's RFP ONLY
  - ii. Proposal to include treatment for injury care onsite along with employer services?

**Answer:** Not at this time.

7. **Question:** Will El Dorado County provide the current working contract and pricing?

**Answer:** See attached. However, bid should be based on scope of services outlined in the RFP.

8. **Question:** Questions regarding services:

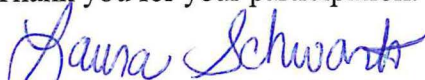
- a. Will a NON-DOT Drug Screen also be needed 5 panel or 10 panel instant drug screen?
- b. How many total patients were seen by the current provider?
- c. How many EKG's were performed annually?
- d. How many Stress Tests were performed annually?
- e. How many Drug Screens were performed annually?
- f. How many audio tests were performed annually?
- g. How many POST physicals were performed annually?
- h. Titers for vaccines are not listed, is there a reason for this being left off the pricing sheet? Should we include, as this is the CDC's recommendation for any verification of levels on vaccines (MMR, Hep A & B)?

**Answer:** a. please provide cost for both 5 panel and 10 panel  
b. 250 exams in 2016, 283 exams in 2017, 181 exams in 2018 so far  
c. – g. unable to obtain by the deadline  
d. Measles and varicella vaccine typically produce strong antibody response with acceptable titers. Hepatitis A and B titers are not as reliable.

In cases where an official immunization record is not produced and/or the history of vaccination is vague, the applicant should be offered a choice of titer or immunization with MMR and varicella.

In relation to Hep A and B, titer can be offered however, in the absence of contraindication, revaccination cause no harm.

Thank you for your participation.

  
Laura Schwartz, Purchasing Agent

ORIGINAL

AGREEMENT FOR SERVICES #048-S1711 (FENIX #101)  
AMENDMENT I

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This Amendment I to that Agreement for Services #048-S1711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and The Permanente Medical Group, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1800 Harrison Street, 9<sup>th</sup> Floor, Oakland, CA 94612; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide occupational health services, in the areas of pre-employment (post-offer) physical evaluations, immunizations, reasonable suspicion testing, and fitness-for-duty examinations for the Human Resources Department, Risk Management Division, in accordance with Agreement for Services #048-S1711, dated June 28, 2016, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of the Agreement hereby amending **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XII – Notice to Parties** and **ARTICLE XXV - Administrator**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #048-S1711 shall be amended a first time as follows:

**ARTICLE II** is hereby amended in its entirety to read as follows:

**Term:** This Agreement shall become effective upon final execution by both parties hereto and, as amended, shall cover the period of July 1, 2016 through December 31, 2018.

**ARTICLE III**

**Compensation for Services:** is amended to increase the total amount of the Agreement by \$60,000.00 for a new total not to exceed amount of \$235,000.00, inclusive of all costs and expenses.

**ARTICLE XII** is hereby amended to read as follows:

**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 addressed as follows:

COUNTY OF EL DORADO  
Human Resources  
Risk Management Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Robert Schroeder, ~~Interim~~ Risk Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

KAISER PERMANENTE  
Occupational Health Sales and Account Management  
1800 Harrison Street, 9th Floor  
Oakland, CA 94612  
ATTN: Sales Manager

or to such other location as the Contractor directs.

**ARTICLE XXV** is hereby amended to read as follows:

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Robert Schroeder, ~~Interim~~ Risk Manager, or successor.


Except as herein amended, all other parts and sections of that Agreement #048-S1711 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Robert Schroeder  
~~Interim~~ Risk Manager

Dated: 6/25/18

**Requesting Department Head Concurrence:**

By:   
Tameka Usher  
Human Resources Director


Dated: 6/25/18

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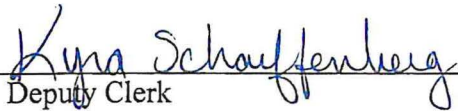
IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #048-S1711 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/26/18

By:   
Chair  
Board of Supervisors  
"County"

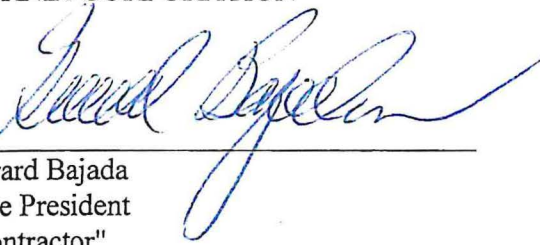
ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

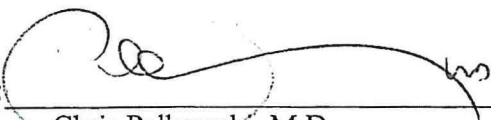
Dated: 6/26/18

-- CONTRACTOR --

THE PERMANENTE MEDICAL GROUP, INC.  
A CALIFORNIA CORPORATION

By:   
Gerard Bajada  
Vice President  
"Contractor"

Dated: 6/18/18

By:   
Chris Palkowski, M.D.  
Chair, TPMG Board  
"Contractor"

Dated: 6/21/18

(AMW)

(048-S1711 AMD I / FENIX #101)

# ORIGINAL

## AGREEMENT FOR SERVICES #048-S1711

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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") and The Permanente Medical Group, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1800 Harrison Street, 9<sup>th</sup> Floor, Oakland, CA 94612; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide occupational health services, in the areas of pre-employment (post-offer) physical evaluations, immunizations, reasonable suspicion testing, and fitness-for-duty examinations for the Human Resources Department, Risk Management Division; 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 provision of these services provided by Contractor is 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:** Contractor agrees to furnish the personnel and equipment necessary to provide occupational health consulting services for the Human Resources Department, Risk Management Division. Contractor's physicians and other practitioners will provide services for County's current or prospective workers as requested by County. Contractor will complete appropriate documentation of those services. If further tests or other services are required, Contractor will notify County. Services shall be in accordance with Schedule "A," marked "Occupational Health and Safety Services to be Provided to County of El Dorado," incorporated herein and made by reference a part hereof.

Schedule "A" may be amended to add or remove services as necessary, subject to mutual consent of the parties hereto, by giving notice in accordance with **ARTICLE XII – Notice to Parties**; Said amendments to Schedule "A" shall not alter or amend the not to exceed amount of the Agreement provided in **ARTICLE III – Compensation for Services** herein below.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2016 through June 30, 2018.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with Schedule "A."

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Total amount of this Agreement shall not exceed \$175,000.00.

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Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Human Resources  
Risk Management Division  
330 Fair Lane  
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the



deliverables are received, or proceed as set forth herein below in **ARTICLE XI, Default, Termination, and Cancellation.**

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**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 VI**

**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. Notwithstanding the foregoing, Contractor shall have the right to provide, and shall not be restricted in any way from contracting with entities other than County to provide, occupational health services of the type set forth in Schedule "A."

#### **ARTICLE VII**

**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.

#### **ARTICLE VIII**

**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 in accordance with Article XIV herein. 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.

## **ARTICLE IX**

**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 canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE X**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XI**

### **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. 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.

- 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 upon seven (7) calendar days written notice by County without cause. 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.

## ARTICLE XII

**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 addressed as follows:

COUNTY OF EL DORADO  
Human Resources  
Risk Management Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Marco Sandoval, Risk Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

KAISER PERMANENTE  
Occupational Health Sales and Account Management  
1800 Harrison Street, 9th Floor  
Oakland, CA 94612  
ATTN: Sales Manager

or to such other location as the Contractor directs.

#### **ARTICLE XIII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XIV**

**Indemnity:** Contractor shall indemnify, hold harmless, release and defend County, its officers, directors, agents, volunteers, and employees from and against any and all actions, claims, damages, disabilities, liabilities, and expenses, including reasonable attorney's and expert fees and witness and litigation costs, that may be asserted by any person or entity, including Contractor, its officers, agents, employees, and/or subcontractors, arising out of negligent acts or willful misconduct of Contractor in connection with this Agreement, but excluding: (1) liabilities due to the sole negligence or willful misconduct of County and/or (2) any liability arising as a result of an employment-related dispute (including but not limited to a lawsuit by an applicant/employee of County for employment discrimination based on results of Contractor's services, a lawsuit by an applicant/employee of County alleging breach of an employment statute or regulation, etc.). This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XV**

**Insurance:** Subject to Paragraph J below, Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado 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 and a \$2,000,000.00 aggregate limit.

- 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 or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado 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 prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- 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. Notwithstanding any other provision of this Agreement, including but not limited to those contained in this Article XV, Contractor, in lieu of any insurance requirements contained herein, may fulfill such insurance obligations through its alternative risk management programs, including self insurance, and County consents to such self insurance and agrees that, in such case, Contractor cannot provide endorsements or report deductibles, or self-

insured retentions, or other requirements that are inconsistent with a program of self insurance. County also agrees that Contractor's fulfillment of the insurance requirements through alternate risk management programs shall not constitute a breach of this Agreement.

- 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 XVI**

**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 XVII**

**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 XVIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with

provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XIX**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XX**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has 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 XXI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXII**

**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 XXIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XXIV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Marco Sandoval, Risk Manager, or successor.

**ARTICLE XXVI**

**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 XXVII**

**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 XXVIII**

**Venue:** Any dispute resolution action arising 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.

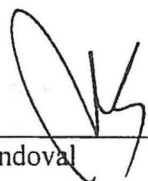
**ARTICLE XXIX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXX**

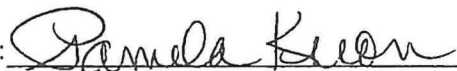
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Marco Sandoval  
Risk Manager

Dated: 6-29-16

**Requesting Department Head Concurrence:**

By:   
Pamela Knorr  
Human Resources Director

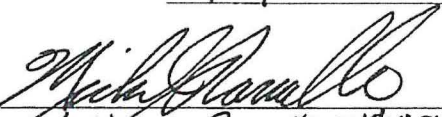
Dated: 6/29/16

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

-- COUNTY OF EL DORADO --

Dated: 6/28/16

By:   
Michael Ranalli, 2<sup>nd</sup> Vice Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:  Dated: 6/28/16  
Deputy Clerk

-- CONTRACTOR --

THE PERMANENTE MEDICAL GROUP, INC.  
A CALIFORNIA CORPORATION

By:  Dated: 6/21/16  
Gerard Bajada  
Vice President  
"Contractor"

By:  Dated: 6/22/16  
Chris Palkowski, M.D.  
Chair, TPMG Board  
"Contractor"

## Schedule A

### Occupational Health and Safety Services to be provided to County of El Dorado

Billing Code	Description of Services	Cost of Services
<b>PREPLACEMENT EXAM (PP1)</b>		
300388	Preplacement Physical Exam	\$65.00
300420	Collection for Drug Screen Preferred Alliance "Quick Test"	Billed by Preferred Alliance
<b>As Clinically Indicated:</b>		
86580	PPD, one placement and one reading ( <i>no charge to current KP HP members</i> )	\$20.00
300422	PPD, 2 step, 2 placements and readings ( <i>no charge to current KP HP members</i> )	\$30.00
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B ( <i>series of 3 injections</i> ) ( <i>no charge to current KP HP members</i> )	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, ( <i>no charge to current KP HP members</i> )	\$20.00
90715	Vaccine: Tdap	\$63.00
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00

<b>PREPLACEMENT EXAM (PP2)</b>		
300388	Preplacement Physical Exam	\$65.00
300420	Collection for Drug Screen Preferred Alliance "Quick Test"	Billed by Preferred Alliance
92552	Audiogram, screening	\$30.00
300413	Form Completion (2 or more pages for DMV/DOT Exam)	\$25.00
<b>As Clinically Indicated:</b>		
86580	PPD, one placement and one reading ( <i>no charge to current KP HP members</i> )	\$20.00
300422	PPD, 2 step, 2 placements and readings ( <i>no charge to current KP HP members</i> )	\$30.00
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B ( <i>series of 3 injections</i> ) ( <i>no charge to current KP HP members</i> )	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, ( <i>no charge to current KP HP members</i> )	\$20.00
90715	Vaccine: Tdap	\$63.00

71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00

<b>PREPLACEMENT EXAM (PP3)</b>		
300388	Preplacement Physical Exam-includes respirator clearance	\$65.00
300420	Collection for Drug Screen Preferred Alliance "Quick Test"	Billed by Preferred Alliance
<b>As Clinically Indicated:</b>		
86580	PPD, one placement and one reading ( <i>no charge to current KP HP members</i> )	\$20.00
300422	PPD, 2 step, 2 placements and readings ( <i>no charge to current KP HP members</i> )	\$30.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
94010	Spirometry	\$35.00
300408	Physician Consultation; each 15 minutes	\$60.00
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B (series of 3 injections) ( <i>no charge to current KP HP members</i> )	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, ( <i>no charge to current KP HP members</i> )	\$20.00
90715	Vaccine: Tdap	\$63.00
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00

<b>PREPLACEMENT EXAM (PP4)</b>		
300388	Preplacement Physical Exam	\$65.00
300420	Collection for Drug Screen Preferred Alliance "Quick Test"	Billed by Preferred Alliance
300422	PPD, 2 step, 2 placements and readings ( <i>no charge to current KP HP members</i> )	\$30.00
<b>As Clinically Indicated:</b>		
86580	PPD, one placement and one reading ( <i>no charge to current KP HP members</i> )	\$20.00
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection

90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B (series of 3 injections) (no charge to current KP HP members)	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, (no charge to current KP HP members)	\$20.00
90715	Vaccine: Tdap	\$63.00

<b>PREPLACEMENT EXAM (PP5)</b>		
300388	Preplacement Physical Exam – includes respirator clearance	\$65.00
300422	PPD, 2 step, 2 placements and readings ( <i>no charge to current KP HP members</i> )	\$30.00
300420	Collection for Drug Screen Preferred Alliance "Quick Test"	Billed by Preferred Alliance
92552	Audiogram, screening	\$30.00
85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
36415	Venipuncture	\$15.00
<b>As Clinically Indicated:</b>		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
94010	Spirometry	\$35.00
93000	EKG Restings	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86580	PPD, one placement and one reading ( <i>no charge to current KP HP members</i> )	\$20.00
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B (series of 3 injections) (no charge to current KP HP members)	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, (no charge to current KP HP members)	\$20.00
90715	Vaccine: Tdap	\$63.00
300408	Physician Consultation; each 15 minutes	\$60.00

<b>PREPLACEMENT EXAM (POSTPP)</b>		
300399	POST Physical Exam	\$95.00
86580	PPD, one placement and one reading (no charge to current KP HP members)	\$20.00
300411	Collection for Drug Screen Preferred Alliance	Billed by Preferred Alliance
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
86704	Titer: Hepatitis B Core Antibody, HBcAb	\$31.00
86803	Titer: Hepatitis C	\$45.00
36415	Venipuncture	\$15.00
<b>As Clinically Indicated:</b>		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
94010	Spirometry	\$35.00
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B (series of 3 injections) (no charge to current KP HP members)	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, (no charge to current KP HP members)	\$20.00
90715	Vaccine: Tdap	\$63.00
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection

<b>PREPLACEMENT DISPATCHER EXAM (DISPATCH)</b>		
300388	Preplacement Physical Exam	\$65.00
92552	Audiogram, screening	\$30.00

<b>PREPLACEMENT EXAM (PP6)</b>		
300388	Preplacement Physical Exam	\$65.00
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
300422	PPD, 2 step, 2 placements and readings ( <i>no charge to current KP HP members</i> )	\$30.00
<b>As Clinically Indicated:</b>		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
94010	Spirometry	\$35.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86580	PPD, one placement and one reading ( <i>no charge to current KP HP members</i> )	\$20.00
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B (series of 3 injections) (no charge to current KP HP members)	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, (no charge to current KP HP members)	\$20.00
90715	Vaccine: Tdap	\$63.00

<b>FEMA COVERED EMPLOYEES</b>		
82482	Cholinesterase, RBC	\$30.00
82480	Cholinesterase, Serum	\$30.00
<b>As Clinically Indicated:</b>		
86706	Titer: Hepatitis B Surface Antibody	\$31.00
83015	Heavy Metal Qualitative Urine	\$65.00

<b>RESPIRATOR MEDICAL EVALUATION- BASELINE/ ANNUAL (RESP)</b>		
300415	Review of Respirator Questionnaire by MD/NP/RN	\$35.00
<b>As Clinically Indicated:</b>		
71020	Chest X-Ray (2 views)	\$65.00
300391	Respirator Physical Exam	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
94010	Spirometry	\$35.00
300408	Physician Consultation; each 15 minutes	\$60.00

<b>BOMB SQUAD EXAM</b>		
300400	Complex Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
86580	PPD, one placement and one reading (no charge to current KP HP members)	\$20.00
80053	Chem Comprehensive Panel	\$35.00
85025	CBC with automated differential	\$15.00
36415	Venipuncture	\$15.00
93000	EKG, resting	\$50.00
<b>As Clinically Indicated:</b>		
71020	Chest X-Ray, 2 views	\$65.00
93015	Cardiac Stress Test with Treadmill	\$230.00
81001	Urinalysis with Microscopy	\$60.00
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00

<b>HAZARDOUS MATERIALS-HAZMAT PREPLACEMENT OR BASELINE (HAZ1)</b>		
300393	Hazardous Waste/Emergency Worker Physical Exam	\$85.00
300420	Collection for Drug Screen Preferred Alliance	Billed by Preferred Alliance
80053	Chem Comprehensive Panel	\$35.00
85025	CBC with automated differential	\$15.00
36415	Venipuncture	\$15.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
<b>As Clinically Indicated:</b>		
71020	Chest X-Ray, 2 views	\$65.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation; each 15 minutes	\$60.00

<b>HAZARDOUS MATERIALS- HAZMAT ANNUAL OR PERIODIC (HAZ2)</b>		
300393	Hazardous Waste/Emergency Worker Physical Exam	\$85.00
92552	Audiogram, screening	\$30.00
<b>As Clinically Indicated:</b>		
94010	Spirometry	\$35.00



71020	Chest X-Ray, 2 views	\$65.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation; each 15 minutes	\$60.00
80053	Chem-Comprehensive Panel	\$35.00
85025	CBC with automated differential	\$15.00
36415	Venipuncture	\$15.00

<b>DMV/DOT EXAM (DMV)</b>		
300390	DMV/DOT Physical Exam	\$115.00

<b>FITNESS FOR DUTY/RETURN TO WORK (FFD/RTW)</b>		
300397	Fitness for Duty Physical Exam, initial	\$95.00
<b>As Clinically Indicated:</b>		
300408	Physician Consultation; each additional 15 minutes	\$60.00

<b>DRUG SCREEN (DRUG) PREFERRED ALLIANCE</b>		
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
<b>As Indicated:</b>		
82075	Breathalyzer, alcohol screen	Billed by Preferred Alliance
300421	Breathalyzer, alcohol confirmatory test (positive screen test)	Billed by Preferred Alliance

<b>VACCINATION ONLY (VAX)</b>		
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B ( <i>series of 3 injections</i> ) ( <i>no charge to current KP HP members</i> )	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, ( <i>no charge to current KP HP members</i> )	\$20.00
90715	Vaccine: Tdap	\$63.00
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection
90675	Vaccine: Rabies, inactive, for pre-exposure (series of 3 injections day 1, day 7, and 21 – 28 after 1 <sup>st</sup> )	\$184.00/Injection

LAB ONLY		
86735	Titer: Mumps antibody screen	\$35.00
86762	Titer: Rubella antibody screen	\$35.00
86765	Titer: Rubeola antibody screen	\$35.00
86787	Titer: Varicella antibody screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody, HBsAb	\$31.00
86708	Titer: Hepatitis A	\$40.00
86317	Titer: Rabies antibody	\$43.00
36415	Venipuncture	\$15.00

PPD/TB Clearance (PPD/TB) Baseline/Annual/Periodic		
86580	PPD, one placement and one reading <i>(no charge to current KP HP members)</i>	\$20.00
<b>As Clinically Indicated:</b>		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
300422	PPD, 2 step, 2 placements and readings <i>(no charge to current KP HP members)</i>	\$30.00
99211	Brief encounter with non-MD Provider <b>(PPD-Review Of Symptoms Form)</b>	\$20.00

AUDIOGRAM (AUD)		
92552	Audiogram, screening	\$30.00
<b>As Clinically Indicated:</b>		
300408	Physician Consultation; each 15 minutes	\$60.00



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
330 Fair Lane  
Placerville, CA 95667

**REQUEST FOR PROPOSAL #19-961-007**

**DUE: 3:00 PM – September 26, 2018**

Sealed Proposals must be clearly marked on the outside of the package with:  
**“RFP #19-961-007 DO NOT OPEN”**

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**Professional Occupational Health Consulting Services**

The County of El Dorado Office of Procurement and Contracts, on behalf of its Human Resources Department (also referred to as “County”), is requesting proposals for occupational health services, specifically in the areas of pre-employment (post-offer) physical examinations, review and development of medical job profiles, non-DOT reasonable suspicion testing, and fitness-for-duty evaluations and examinations upon request.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

**Table of Contents**

- I. Background**
- II. Scope of Services**
- III. Proposal Content**
- IV. Proposers' Questions**
- V. Proposal Submittal**
- VI. Public Records Act**
- VII. Valid Offer**
- VIII. County's Rights**
- IX. El Dorado County Website Requirements**
- X. Evaluation**
- XI. Award**
- XII. Business License Requirement**
- XIII. Public Agency**

- Exhibits: “A” Fee Schedule/Component Costs  
“B” Sample Agreement for Services**

**Notice to Proposers**

*The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:*

<http://edcapps.edcgov.us/contracts/bidresults.asp>

***RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.***

- I. **Background:** El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2000 census, El Dorado County's population was determined to be 156,299. El Dorado County's population is projected to reach 243,000 by 2025, an increase of over 80,000 new residents.
  
- II. **Scope of Services:** The successful Proposer will be required to enter into a three (3) year agreement for services with the County substantially similar in form to that attached hereto as Exhibit "B," marked "Sample Agreement for Services." Any reference in this Request for Proposal 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 Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "B," the terms of the agreement shall govern. The Services to be provided shall include, but not be limited to, the following:

### **1 General**

- A. Based on its health screenings/physical examinations of a job applicant/employee, Contractor will advise County of the following:
  1. The applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety, and
  2. Changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. Contractor will make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of County to determine what modifications are available and reasonable.
  
- B. To the extent that other conditions are identified, Contractor will also:
  1. Notify the employee/applicant of any medical condition, identified during the limited medical evaluation that County requested, that Contractor believes requires further attention, and recommend that the employee/applicant seek care from his or her personal provider, thereby encouraging health and wellness, leading to a more productive workforce, and

2. Upon authorization of the employee/applicant, Contractor will inform his or her medical provider by transmitting copies of the medical records created during the visit.
  3. For candidates subject to Peace Officer Standards & Trainings (POST) exams, Contractor will facilitate additional screenings as required by law.
- C. Contractor will maintain a medical record for each individual that will contain records of employer requested services, in addition to past, present, and future services requested by the employee/applicant.
  - D. Contractor shall maintain necessary equipment and trained personnel required to assure prompt scheduling of medical examinations.
  - E. Contractor shall maintain capacity to perform up to 350 exams per year and up to four exams on any given day.
  - F. Any examination or medical conclusion will be based on the information furnished by County and the physician's general understanding of the requirements of jobs of similar nature. Contractor conducts such examinations with County's assurances that the examination and Contractor's medical inquiries are job-related and consistent with the business needs of County, and otherwise comply with all applicable legal obligations.
  - G. Contractor will inform the employee/applicant directly of all abnormal findings and recommendations for follow-up that are of a non-occupational nature. Notation of recommended follow-up will be documented in the clinical record. With the exception of fitness-for-duty evaluations and examinations, any recommendations for follow-up that are related to work performance will be reported to the County and to the employee within 3 business days of the evaluation. Any recommendations for follow-up that are work-related and forwarded to the County shall not include confidential medical information unless specifically allowed by law and upon a request by the County.

## **2 Examinations Performed**

- A. Pre-employment (post-offer) medical evaluations/examinations
  1. Pre-employment (post-offer) medical evaluations/examinations of persons who are offered employment shall assess:
    1. Physical findings and current functional capacity of the individual,
    2. Significant past medical history relative to the person's abilities to perform the essential functions of the job.

2. Pre-employment (post-offer) evaluations/examinations shall be in accordance job classification groups.
3. County may revise, permanently or on a case-by-case basis, the examination components and requirements for an individual applicant/employee or classification. Revision will be given expressly prior to examination, and shall not exceed the scope of this Agreement.
4. Pre-employment (post-offer) Evaluations/Examinations classification groups shall be defined as follows:
  - i. Group I: Heavy Physical Demands Enforcement – POST and/or firearms including actual or potential exposure to chemicals, hazardous vapors/fumes, heavy metals, respiratory irritants/carcinogens and hearing insult
  - ii. Group II: Heavy to Moderate Physical Demands, Hazmat Response and non-POST including actual or potential exposure to chemicals, hazardous vapors/fumes, heavy metals, respiratory irritants/carcinogens and hearing insult
  - iii. Group III: Light to moderate physical demands including actual or potential exposure to blood borne pathogens, aerosolized infectious disease, hazardous biological agents, pesticides and chemicals
  - iv. Group IV: Light physical demands with field work and driving responsibilities with no hazard exposures beyond that of the general public
  - v. Group V: Sedentary no physical demands beyond that of the typical business office
5. Respirator Use Classifications Medical Clearance
  1. Evaluate using a medical questionnaire to determine the ability to safely use a respirator for applicants or employees in job classes requiring respirator use, as identified by the County.
  2. Issue a written recommendation regarding the applicant's or employee's ability to use a respirator consistent with OSHA/CALOSHA standards.

B. Drug/Alcohol Screening

1. Drug/Alcohol screening for safety-sensitive classifications as requested by County
2. Drug/Alcohol screening for additional job classifications as requested by the County
3. MRO interpretation and determination of the specimen drug testing results
4. MRO interpretation and determination of the specimen drug testing results for reasonable suspicion as requested by the County

C. Fitness-for-duty Evaluations, Examinations and Consultation for Job Fitness Determinations as Requested by County

1. Exams shall be limited to determining an employee's ability to perform the essential duties of the position safely without endangering himself or herself or others due to his or her medical condition. This initial evaluation and finding are to be scheduled and completed within two weeks of request.
2. Report shall include the following:
  1. Employee's current work restrictions and functional limitations.
  2. Employee's condition, whether temporary or permanent of a long term and uncertain duration, that would make them unfit for duty.
  3. If a re-evaluation is recommended, report shall include information on when the re-evaluation should be conducted and when an employee can be expected to return to work.

D. Reporting

1. Provide the County periodic reports on the number and types of exams processed and the outcome of each exam. Consultant shall provide the County, in response to a specific request, other periodic or status reports.
2. Provide an annual report documenting the results of their work if requested. The consultant will also serve as an on-going resource for medical (i.e. what level of hearing loss is acceptable for a nurse), legal (i.e. what to do when California State law conflicts with ADA),

E. Assistance with Appeals as requested.

1. Assist the County, when requested in responding to appeals that may be filed as a result of medical disqualification of an applicant. This assistance will include a review of medical information submitted by the applicant, telephone consultation with the County, research each and possible direct testimony.

F. Job and Medical Profiles

1. Review and recommended revisions to current County job and medical job class profiles to determine the relevancy and validate the current physical level required.
2. For all new county job classes conduct an assessment of the physical abilities needed to perform each job by development of a job profile. Using established job profile; develop a medical exam profile for each profile identifying all physical, and environmental job requirements, potential job related medical requirements.

### **3 Scheduling**

- A. Providers will be available to provide medical examinations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Facilities and equipment will be accessible to persons with physical disabilities.
- B. Pre-employment (post-offer) evaluations requests will provided by County to Contractor. Contractor will contact employee/applicant within 2 business hours, and will schedule and complete examination appointment within 2 business days, unless employee/applicant and County agree to delay exam.
- C. Each pre-employment (post offer) evaluation and respective diagnostic, screening, and lab test, must be performed in a single time period on the same day. This time period must not exceed four hours, except where such performance is beyond reasonable control. Any change in such performance will require the prior authorization of the County.

### **4 Qualifications of Staff**

- A. A physician who is trained in occupational medicine and workers compensation (preferably board certified in occupational medicine) will conduct all examinations and analysis and will render a medical work clearance determination specific to the requirements of the job classification. A licensed physician certified in radiology shall interpret X-ray films.



- B. When administered, the maximal exercise cardiac stress EKG will conform to the Bruce Protocol and shall be performed and interpreted by a cardiologist or physician board certified in internal medicine. The interpretation report will include a copy of the baseline EKG.
- C. Maximal exercise treadmill cardiac stress testing by Bruce protocol shall be performed by a licensed board certified or eligible cardiologist, internist, or qualified family practitioner. Tests shall include a copy of the baseline EKG.
- D. A certified pulmonary technician or a person who has completed a NIOSH approved course in pulmonary function testing will administer spirometry assessment.
- E. Upon request by the County, Contractor will provide a written proposal to provide expert witness services such as a physician or other specialist that may be required to testify or to assist the County in ADA and civil rights litigation by providing research testimony and experts to support work fitness decisions. County retains the discretion to identify the individuals who will provide assistance and testimony in legal proceedings.

## **5 Notification Needs**

- A. The Medical Examination results will be provided to the County within 3 business days of the completed pre-employment (post-offer) evaluation. Consultant will also notify the County if an applicant declines to accept any immunizations recommended for the classification.
- B. Preparation of a descriptive summary which provides expansion and/or clarification of positive indicators on the health history questionnaire, specifically targeting applicants previous work injuries and occupational exposures, use of prescription & nonprescription medication, and potential that the applicant has falsified information on the questionnaire, e.g., no history of chronic back or joint pain, however on examination, a limited range of motion and a surgical scar is noted.
- C. Preparation of a descriptive summary outlining the medical qualification of the employee/applicant in the following categories:
  - 1. Conditions identified which conflict with the individual's ability to safely address the physical demands of the position being applied for or currently held.

2. Functional limitations and corresponding job duty restrictions in the event applicant or employee was found to have a medical condition which will interfere with ability to safely perform the essential duties of the position.
  3. Further evaluation tests or consultation outcomes with the County in the event that further evaluation is required and/or subspecialty assessment is deemed appropriate.
  4. Detailing other health-related information that is necessary for the County to determine employability of the individual.
- D. The Physician will render a determination as to the capacity of the prospective employee to perform the essential functions of the job classification at the time of placement and show the probability of minimal risk of injury to themselves or others. The examiner shall also render a determination as to those individuals who should be eliminated from placement based on an inability to perform the job at the time of examination, or who could do so only at an unduly high risk of injury to themselves or others. The term injury is defined as an event or condition that:
1. Is connected with, or occurs as a result of the performance of job-related duties; and
  2. Shows a substantial and imminent probability of aggravating or precipitating a physical condition, disease, or syndrome that is inconsistent with continued safe and efficient job performance; and
  3. Affect those physical abilities that are necessary and required for the safe and efficient performance of the essential duties of the job; and
  4. Is consistent with the examination and evaluation protocols, which are outlined by the most current edition of the California Commission on Peace Officers Standards and Training (POST), specific to all safety classifications and/or those jobs specified by the County.

For all Pre-employment evaluations the physician should translate pertinent medical findings into functional placement data, which will be transmitted (Medical Examination Report) to the County of El Dorado. The functional assessments would contain specific details on medical diagnoses and relate to the individual's capability of fulfilling employment requirements.

**6 Pre-Employment Medical Examination Summary Reports are defined as follows:**

- A. **Medically Qualified** – Indicates that no medical condition has been identified which conflicts with the individual’s ability to safely perform the essential duties of the position being applied for or currently held.
  
- B. **Conditionally Qualified** – The applicant or employee was found to have a medical condition that could interfere with the individual’s ability to safely perform the essential duties of the position. The physician will note any activity restrictions on the Health Status Report. The County will review these restrictions and functional limitations to determine if such limitations will impose an undue hardship upon the employing department’s ability to provide service.
  
- C. **Recommendation Delayed for Qualification** – Indicates that the physician is not willing to make a placement decision without further evaluation, tests, or consultation with the County.
  
- D. **Medically Disqualified** – Applicant has been deemed unsuitable for job classification.

**7 Extended Assessment**

For RDQA, the Consultant will communicate to the County the need for further evaluation, tests, physical capacity testing, and/or subspecialty assessment in the event that a more comprehensive evaluation is necessary to render a medical qualification determination.

**8 Conflict of Interest**

Consultant shall inform the employee or appointee of an acute medical condition requiring urgent medical treatment if identified during the examination. The referral by consultant of a client (seen while the Consultant is under contract to the County) to a private service in which the consultant has an interest, financial or otherwise, represents a potential conflict of interest. Therefore, no person employed by or under contract to the County shall refer a client to his/her private practice or to a private practice in which she/he has an interest, financial or otherwise.

- III. Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:
- A. Cover letter:** Provide a “cover Letter” and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer’s ability and desire to meet the requirements of this Request for Proposal, including acceptance of the standard contract terms in Exhibit “B”. **The letter must be signed by an individual authorized to bind the firm contractually.**
  - B. Table of Contents:** This section shall include a detailed “Table of Contents” and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.
  - C. Background and Experience:** Describe the firm’s background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein.
  - D. Detailed Discussion and Work Plan:** Provide a narrative of the Proposer’s assessment of the work to be performed. This section should clearly demonstrate the Proposer’s ability to perform the scope of services. Discuss each item in **Section II. – Scope of Services** and describe how your firm will accomplish the desired scope of work. Include the names and resumes of key staff and explain how the firm’s team intends to approach this project.
  - E. Insurance Requirements:** A written statement of your firm’s ability to comply with the insurance requirements set forth in Exhibit “B”.
  - F. References:** Proposers must provide a minimum of three (3) client references, preferably of county governments, municipalities, or service districts in California, of organizations with whom you currently have contracts with and/or have previously had contracts with for the provision of services of equal type and scope within the last five (5) years. Each reference shall include company or organization name, contact person, title, telephone number, length of business relationship, and summary of services performed.
  - G. Additional Data:** (this Section shall be limited to five pages) Include any other data the Proposer deems essential. Where appropriate, please key data back to information contained in Sections A thru G.

- IV. **Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on September 12, 2018**. All envelopes or containers must be clearly labeled "**RFP #19-961-007 – 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 **September 19, 2018**.

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

Procurement and Contracts  
330 Fair Lane  
Placerville, California 95667  
RFP #19-961-007 – Question

**Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers 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.**

- V. **Proposal Submittal:** Proposers must submit one (1) original, five (5) copies, and one (1) flash drive of all materials and proposals, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #19-961-007 – DO NOT OPEN**", **no later than 3:00 PM – on September 26, 2018**, to:

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

A Proposer may withdraw its final proposal 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. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive." Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be

returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

**For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst at (530) 621-5804.**

- IV. **Public Records Act:** All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

- VI. **Valid Offer:** Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

**VII. 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 consultant
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 consultants prior to award
9. To request additional information during an interview

**VIII. El Dorado County Web Site Requirements:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

**IX. Evaluation:** Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Risk Management Department on the basis of:

<b>Experience and Qualifications of Firm</b>	<b>15 Points</b>
<b>Experience and Qualifications of Staff</b>	<b>15 Points</b>
<b>Service Capabilities – Locations in Placerville and South Lake Tahoe</b>	<b>25 Points</b>
<b>Proposed Fees</b>	<b>35 Points</b>
<b>Completeness and Clarity of RFP Response</b>	<b>10 Points</b>
<b>Total Possible Points</b>	<b>100 Points</b>

**X. Award:** Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

- XI. Business License Requirement:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

- XII. Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

**Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.**

*Your participation in the RFP process is important to El Dorado County!*



**Exhibit "A"**

**Fee Schedule / Component Costs**

<b>Examination/Service</b>	<b>Fee</b>
General Physical Exam	\$
General Physical Exam – Hazmat	\$
Fitness for Duty Examination	\$
Drug Screen – non DOT	\$
Drug Screen – DOT	\$
Alcohol Testing	\$
POST Physical Exam	\$
Audiogram, screening	\$
Spirometry	\$
Resting Electrocardiogram (EKG)	\$
Stress Electrocardiogram (EKG)	\$
Cardiac Stress Test with Treadmill	\$
Purified Protein Derivative (PPD) Exam	\$
Complete Blood Count (CBC)	\$
Chem Panel	\$
MMRV Vaccine	\$
Hepatitis A Vaccine	\$
Hepatitis B Vaccine	\$
Tdap Vaccine	\$
Urinalysis	\$
Chest X-Ray PA	\$
Chest X-Ray PA and Lat	\$
Pulmonary Function	\$
Hearing in Noise Test (HINT)	\$
Color Vision Exam	\$
	\$
	\$
	\$

# Exhibit "B"

## SAMPLE ONLY

AGREEMENT FOR SERVICES #\_\_\_\_-\_\_\_\_\_

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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") and \_\_\_\_\_, a \_\_\_\_\_, duly qualified to conduct business in the State of California, whose principal place of business is \_\_\_\_\_, and whose Agent for Service of Process is *Company name, physical address*, (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 provision of these services provided by Contractor is 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:** Contractor agrees to furnish the personnel and equipment necessary to provide \_\_\_\_\_.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire \_\_\_\_\_.

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be \_\_\_\_\_.

Total amount of this Agreement shall not exceed \_\_\_\_\_.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department  
Address  
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article \_\_\_\_\_, Default, Termination, and Cancellation.

**ARTICLE IV**

**Taxes:** Contractor certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### ARTICLE V

**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 VI

**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 VII

**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.

#### ARTICLE VIII

**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.

#### ARTICLE IX

**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 canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE X**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XI**

##### **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. 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.

- 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 upon seven (7) calendar days written notice by County without cause. 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.

**ARTICLE XII**

**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 addressed as follows:

COUNTY OF EL DORADO  
(Department Name)  
(Address)  
(City, State, Zip)  
ATTN: (Name), (Title)

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)  
(Address)  
(City, State, Zip)  
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

**ARTICLE XIII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance

hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**ARTICLE XV**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado 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 and a \$2,000,000.00 aggregate limit.
- 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 or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado 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 prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- 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 XVI**

**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 XVII**

**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 XVIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees.



Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XIX**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XX**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has 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 XXI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00.

Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXII**

**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 XXIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XXIV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

**ARTICLE XXVI**

**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 XXVII**

**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 XXVIII**

**Venue:** Any dispute resolution action arising 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.

**ARTICLE XXIX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXX**

**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.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Name  
Title  
Department

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

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Name  
Title  
Department

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

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

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

By: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

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

OR

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

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

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

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

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

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

**-- CONTRACTOR --**

**IF CORPORATION, LLC, ETC.**  
(COMPANY NAME, INC.)  
(A [NAME OF STATE] CORPORATION)  
**IF SOLE PROPRIETOR, ETC., DELETE THIS TEXT**

By: \_\_\_\_\_  
Name  
Title  
"Contractor"

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

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

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

(insert contract preparer's initials)

(insert purchasing assigned contract #)