



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #16-918-062

DUE: 3:00 PM – June 20, 2016

Sealed Proposals must be clearly marked on the outside of the package with:
“RFP #16-918-062 MAILROOM DO NOT OPEN”

Kinship Finding, Family Engagement and Life Long Connections

The County of El Dorado Office of Procurement and Contracts, through its Health and Human Services Agency (also referred to as “County”), is requesting proposals for Kinship Finding and Life Long Connections and Engagement services for foster children on an as referred basis. Health and Human Services Agency, Child Welfare Services (CWS) offers services that promote and support the importance of kin and family life long connections to youth in care. In alignment with California foster care reform driven by but not limited to California Assembly Bill (AB) 403 “The Continuum of Care Reform” and AB 74, which aim at reducing the use of congregate care, connecting youth in care with kinship supports, as well as AB 12 which is designed to aid foster youth transition from youth to adulthood, the County seeks services for youth to support these activities. CWS seeks the RFP to provide service delivery consistent with these foster care reform measures.

Kinship Finding, Family Engagement and Life Long Connections, hereinafter referred to as “Kinship Engagement,” focuses on building a network of committed adults for youth in foster care. It involves actively identifying and engaging relatives, non-relatives, and other important people in a foster child’s life for potential placement, guardianship, adoption and/or lifelong relationships.

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.**

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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 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.

The County on behalf of its Health and Human Services Agency, Child Welfare Services (CWS) program offers child protection and family stabilization services throughout the County. The County is inviting proposals from qualified organizations, groups, or individuals, to operate a Kinship Finding and Engagement program designed to locate and engage extended family, kin, or important people in a foster youth's life on an as referred basis.

When a parent is not able to care for their child, other family members or non-relative extended family members often step in to fill the gap. A 2012 review of literature presented by the United States Department of Health & Human Services, Office of the Assistant Secretary for Planning and Evaluation, notes that nearly 3 million children live in homes with no parent present and the majority of those live with a relative or grandparent. Various studies reveal that children placed with kin (relative or close family friend), rather than licensed foster care, are more likely to be placed with their siblings and show a decrease in maladaptive behaviors and an increase in placement stability. The Federal "Fostering Connections to Success Act" mandates child welfare staff to search for kin providers for each child they remove from parental care.

Approximately 10 children per month are detained by the County and placed in foster care. Currently, El Dorado County serves just over 400 children, with 295 children in out-of-home care. Of these children, fifty-four are involved in out-of-home placements in South Lake Tahoe; two-hundred and forty-one are involved in out-of-home placements in Placerville.

- II. **Scope of Services:** The successful Proposer(s) may enter into an agreement for up to three (3) years for services with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement for Services." Any reference in this 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(s) under the

agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the sample agreement attached as Exhibit A, the terms of the agreement shall govern.

County's preferred structure for services described herein is such that Proposer's primary assigned case manager/Social Worker will be working within the County's Child Welfare Services office(s). Proposer shall be responsible for the selection, hiring, training, supervision, management, and termination of employee(s) co-located within County Child Welfare Services. Proposer shall be responsible for maintaining Workers' Compensation and will provide coverage for all other appropriate benefits covering Proposer's employee assigned to work in County office(s). Proposer's employee shall be bound by all rules of confidentiality. County shall provide Proposer's employee(s) with adequate work space, furniture, security badges, and janitorial service for work space assigned to Proposer's employee(s). Proposers who agree to co-locate an employee within County Child Welfare Services office(s) will be given preference.

A. **Services to be provided**

The Services to be provided may include, but not be limited to, the following:

1. **Discovery and Search Services:**

- a) Provide intensive child/youth-specific permanency services including kinship finding and/or family recruitment and engagement services on an "as requested" basis for children/youth referred to Contractor by County.
- b) Use the Internet, tracking and search forms, and other industry-accepted data mining methods and tools to identify a comprehensive set of relatives or potential persons of importance who may be of support and a resource to the youth.
- c) Develop a family genogram for each child/youth, based on gathered information which clearly identifies current family members and significant others participating in the child/youth's life, as well as potential family members and significant others.
- d) Document these processes for the County and the Court.

2. **Exploration and Engagement**

- a) Engage referred youth and conduct sensitive and exploratory conversations in order to discover who may be related or connected to the youth, and that person's relationship to the young person. Such exploratory interviews may include but not be limited to family members, current care providers, school professionals, coaches, and others identified as having knowledge of kin and important person's in the life of a youth.
- b) Conduct timely outreach and engagement with referred youth and known adults in the youth's sphere of influence to build rapport and trust as a member of the service team.
- c) Contact any and all identified appropriate persons/newly found kin or identified important persons to determine the possibility of connecting them with the youth.
- d) Assure that the privacy and confidentiality of the youth and their providers, as necessary, is protected to the fullest extent of the law while carrying out the above activities.

3. **Team Discussion and Planning**

- a) Evaluate and review the information gained during the discovery and engagement processes to best inform next steps.
- b) Convene or participate in Child Family Team Meetings or other planning processes, to include face-to-face, telephonic and email communication about next steps and service delivery decisions. Includes meeting regularly with County staff.
- c) Under direction from the County take necessary steps to begin the relationship formation between the family and important life people and the youth.

4. **Deepening and Sustaining the Connection**

The Contractor shall initiate the relationship and put steps, strategies and interventions into place within the service plan to assure the youth and kin, or newfound family members and important life connections are developing a trusting, meaningful, and safe relationship.

- a) Facilitate meaningful engagement of the youth and the identified kin and important people.
- b) Transition the decision making processes from the professional and partner agencies to the youth and their important persons.
- c) Connect the newly formed family support system to organic and natural supports.
- d) Support sibling visitation and siblings being placed together as needed and appropriate.
- e) Provide either directly, or by referral, or other form of sponsorship, kinship support services, group activities, and recreational activities to deepen the connections of youth with their network, to include when possible linking clients to other families in similar circumstances.

5. **Transitioning the Case**

- a) Maintain connection with the family / identified important people and youth to assure solid and fluid relationships are in place to sustain the placement and / or relationship.
- b) Continue connecting the family to needed resources in their own community.
- c) Utilize best practices in preparing the youth to live in a permanent family.
- d) Document the care delivered and report to the County Social Worker.

B. **Mandatory Objectives**

The following objectives are mandatory and must be provided as a part of the Kinship Engagement Program:

1. **Proposed Goals and Outcomes / Evaluation**

Contractor shall be responsible for responding to all County referrals for services, and providing timely feedback and summation reports to the referring County Social Worker.

Goals of Kinship Engagement program include, but are not limited to:

- a) Increase the number of relative and non-related extended family member (NREFM) caregivers
- b) Improve permanency outcomes and timeliness
- c) Improve placement stability outcomes
- d) Increase the number of lifelong connections established for involved youth
- e) Increase the number of youth utilizing family finding services

2. **Outcome and Goals Measurement**

The Contractor shall develop measurements that correlate with the scope of services they intend to perform as well as the goals of this RFP. These measurements must accurately capture the outcomes of services that are provided.

3. **Reporting Requirements**

Contractor shall be responsible for submitting a monthly report which includes, at minimum, the following:

- a) Number of new participants referred each month and referring social worker.
- b) List of contact made to appropriately identified family / important connection for each youth.
- c) Other information at the request of County, including but not limited to a description of the type of services provided; the tool(s) used and the effectiveness of those tools to accomplish goals of the Kinship Engagement services; measurement of service delivery effectiveness; progress made toward meeting goals; progress achieved toward meeting the need of the County, clients, and community as a whole; and client satisfaction with services. County may request aggregate quantitative and/or qualitative data.

4. **Mandatory Employment Qualifications**

- a) Proposers must ensure all staff, volunteers, and interns have training in child abuse mandated reporter training, basic training in cultural diversity/competency, substance abuse, trauma-informed practice, and domestic violence. Proposers shall also ensure all staff, volunteers, and interns are familiar with Child Welfare Services and the Dependency Court process.
- b) Proposers must examine the arrest and conviction records of all current and prospective employees, volunteers, and interns and shall not employ or continue to employ any person convicted of any crime involving harm to children and/or elder or dependent adults, or any person on active probation or parole, nor shall employment be offered to or continued for anyone who must register pursuant to the Penal Code Section 290.
- c) Proposers must have a service location on either the Eastern Slope of El Dorado County, commonly known as the South Lake Tahoe basin, and/or a service location on the Western Slope of El Dorado County. Proposers who agree to co-locate an employee within the County's Child Welfare Services may meet this requirement to provide services on both slopes of the County through co-location.
- d) Volunteers and interns may be utilized to provide non-professional services only. These services can include activities such as accompaniment, organization of

social and recreational activities for involved youth, visitation supervision, and other non-professional level activities. Data-mining, family finding and engagement services, and other professional level services directly related to service provision for this program shall not be performed by a volunteer or intern. Expenses associated with volunteers are not allowable and cannot be reimbursed.

C. Preferred Standards

While not required, the following preferred standards will be evaluated favorably.

1. Co-Location: Additional points will be awarded to proposers who plan to co-locate an employee within County Child Welfare Services office(s).
2. Proposals that clearly indicate qualifications consistent with the standards identified below will be evaluated favorably:
 - a) Staff who provide services under the Agreement should have at least a Bachelor's Degree with at least two years of successful child/youth children's services experience.
 - b) Supervisors of staff providing services should have at least a Master's Degree and at least two years of experience managing complex cases within the child welfare services population.

III. Eligibility:

A. Therapeutic Counseling Services

To be eligible to apply for this RFP, proposers **must** have access to Therapeutic counseling services provided by a Licensed Clinical Social Worker (LCSW), licensed Marriage and Family Therapist (MFT), or Psychologist whose license has been issued and is regulated by the State of California. Said licenses must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.

The definition of "Access" may be met by having such services on staff within the proposer's business entity, by having such services on retainer with a professional who meets the aforementioned definition, or by having such services provided as a provision of a contract. The quality and availability of this access will be an evaluative component of this competitive process.

B. Agree to Standard Terms and Conditions

By virtue of submitting a response to this RFP, Proposer understands, acknowledges and agrees to the standard terms and conditions of Exhibit "A".

- IV. 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 12 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. **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. Proposal Narrative:** Describe the firm’s resources, experience and capabilities as they relate to scope of services described herein. Responses must be submitted in the order identified below:

1. Executive Summary (not to exceed three (3) pages):

- a) The Proposer should briefly describe the Proposer’s approach to providing the services identified in the Scope of Services and clearly indicate any options or alternatives.
- b) The Proposer should indicate any major requirements that cannot be met by the Proposer.
- c) The Proposer should highlight the major features of the proposal and identify relevant supporting materials.

2. Detailed Discussion: The detailed discussion is a general, but complete, narrative of the Proposer’s assessment of the work to be performed and the ability to meet those objectives.

The detailed discussion should follow the sequence of information outlined in Section II, Scope of Services. Reference the section, and list the response immediately below. Example:

“Discovery and Search Services”:

- a) *Provide intensive child/youth-specific permanency services including family finding and/or family recruitment and engagement services for children/youth referred to Contractor by County.*

Proposers’ response.....

- 1. The Proposer should demonstrate the Proposer’s understanding of the performance expectations as well as how the requirements will be met.

2. The Proposer should describe each item identified in **Section II. Scope of Services, A. Services to be Provided (1 through 5)** the proposer intends to meet.
3. The Proposer should describe how the proposer intends to meet each item identified in **Section II. Scope of Services, B. Mandatory Objectives (1 through 4)**.
4. The Proposer should describe how its firm will accomplish the desired scope in the timeframe requested.

D. Background and Capabilities:

- a) Proposers should describe the firm's background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein.
- b) Proposers should describe how the qualifications of staff members involved in the provision of services identified herein meet the preferences identified **II. Scope of Services, C. Preferred Standards**.
- c) Proposers should identify their plan and capability to co-locate an employee within County Child Welfare Services office(s).
- d) Proposers should describe their plan and capability of accessing Therapeutic counseling services as identified in **III. Eligibility**.

E. Work Plan: Outline how the firm's team intends to approach this project, along with anticipated timelines for training, delivery of supplies, and full implementation.

F. Insurance Requirements: A written statement of your firm's ability to comply with the insurance requirements set forth in Exhibit "A."

G. Cost Proposal, Narrative, and Justification:

- a. Proposer should provide a projection of the fee for service cost, to include:
 - i. A search/person locator staff hourly rate. This staff may perform administrative duties such as data mining, developing a family genogram, and documenting these processes for County and the Court.
 - ii. A Social worker or case worker hourly rate. Social worker or case worker may perform duties such as interviewing the youth, kin, and current or prospective care providers.
 - iii. A clinical staff hourly rate. Clinical staff may perform more complex duties such as preparing youth and family members for contact, addressing any behavioral or emotional reactions that youth may experience, facilitating initial or complex engagement meetings and supporting youth and family members to successfully engage with one another to support placement and/or lifelong connections.
 - iv. Proposers should include (at a minimum) all items listed in the table below.

The required contract budget shall be used to itemize all direct and indirect costs on which the prospective contractor's transaction fee is based. Other costs may be added to the budget sheet and must be identified in order to determine whether such costs are applicable. The costs shall itemize any proposed cash or in-kind contributions, as

relates to programmatic need as identified in this RFP. The format shall follow the structure of the table below.

Note: The cost of the audited financial statement required by the RFP is at proposer's expense and is not an allowable expense in the contract budget.

Item	Cost
Direct Costs:	
Employee Salaries / Benefits	
Rent and Utilities	
Travel expenses	
Meetings and Groups	
Indirect Costs:	
Total Cost per Fiscal Year:	

Personnel Costs	Hourly Wage
Search/person locator staff	
Social Worker or Engagement Staff	
Clinical Staff	

b. Budget Narrative

- i. The Budget Narrative should show clearly how each projected line item cost was calculated.
- ii. The budget narrative should follow the sequence of line items included on the budget.
- iii. If any budget item included is shared with any other entity, the budget shall show how the cost was allowed to Kinship Engagement operations.
- iv. The budget narrative shall show calculations for depreciating equipment.

The budget and/or narrative may be included as a part of the awarded contract.

- H. 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.
- I. Organization Chart and Board of Directors:** Proposers must include with their applications a current organization chart and a list of the members of the organization's board of directors.

J. Additional Data: (this Section shall be limited to five (5) pages) Include any other data the Contractor deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Section A thru I. If there is no additional data, this section will consist of the statement, "We wish to present no additional data."

V. 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 May 16, 2016**. All envelopes or containers must be clearly labeled "**RFP #16-918-062, 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 **May 26, 2016**.

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

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, California 95667
RFP #16-918-062, 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.

VI. Proposal Submittal: Proposers must submit one (1) original and six (6) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #16-918-062 – MAILROOM DO NOT OPEN**", **no later than 3:00 PM – June 20, 2016**, to:

County of El Dorado
Procurement and Contracts
360 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.

VII. Public Records Act: All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.

VIII. 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.

IX. County’s Rights: The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement
4. Not select any 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

- X. **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.”

- XI. **Evaluation:** Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Health and Human Services Agency and community representation on the basis of:

Evaluation Criteria	Maximum Points Possible
Response to the Executive Summary	24 (15%)
Response to the Detailed Discussion	48 (30%)
Response to the Background and Capabilities	48 (30%)
Response to the Cost Proposal	40 (25%)
Total Possible Points:	160 (100%)

- A. **Proposal Content and Presentation**
- B. **Compliance with Administrative Requirements**
- C. **Experience, Qualifications, and Work Plan**
- D. **Total Cost**

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.

- XII. **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.

XIII. 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.

XIV. 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.

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

Exhibit "A"

SAMPLE ONLY

AGREEMENT FOR SERVICES # ____ - _____

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
360 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 #)