

**Tehama County
Tehama County Health Services Agency
(TCHSA)**

REQUEST FOR PROPOSALS (RFP)

**Driving Under the Influence Program
Red Bluff, California**

Review all sections carefully and follow all instructions.

**Proposals due no later than 5:00pm
(PDT) April 9, 2018**

- LATE PROPOSALS WILL NOT BE ACCEPTED
- Postmarks will not be accepted as meeting the deadline requirement
- Faxed or emailed submissions will not be accepted
- Delivery to any other office will not be accepted

RFP Timeline

March 22, 2018	Request for Proposal (RFP) released
April 9, 2018 5:00pm (PDT)	PROPOSAL DEADLINE Final date & time to submit proposals to: Phillip Hernandez Tehama County Health Services Agency Substance Use Recovery Services PO Box 400, Red Bluff, CA 96080
April 16, 2018	Screen proposals
April 17-24, 2018	Financial Screening
April 17, 2018	Notice of insurance deficiencies emailed to proposers
April 26, 2018	Final date for proposers to submit corrections of all insurance deficiencies
May 1, 2018	Notice of disqualification emailed to proposers
May 11, 2018	Evaluation of written proposals completed
May 29, 2018	Award recommendation posted and/or emailed
June 5, 2018	Final date to submit written protest
June 13, 2018	Resolution of protest
	Contract Awarded by Tehama County Board of Supervisors

SECTION I. OVERVIEW

A. PURPOSE

Tehama County seeks to fill a vacancy in the provision of Driving Under the Influence (DUI) Program services. DUI programs are education and counseling programs licensed by the State of California, and mandated for persons convicted of driving under the influence of alcohol or other drugs. State law requires licensed DUI programs to be funded entirely through participant fees. The County of Tehama is responsible for the local administration and monitoring of the DUI Program(s) to ensure program and fiscal integrity. State law allows Counties to recover an amount, of up to five (5) percent of gross participant fees, for this purpose. The goal of the DUI program aims to increase Public Safety and reduce the number of repeat DUI offenses by persons who complete a state-licensed DUI Program and offer Participants an opportunity to address problems related to the use of alcohol and/or other drugs.

The following programs enable participants to consider at-risk attitudes and behavior, learn healthy lifestyle changes, and reduce or eliminate the use of alcohol and/or other drugs. Persons convicted of a DUI offence must complete a DUI program licensed by the Department of Health Care Services (DHCS) to maintain or re-establish their driver's license; however, the Department of Motor Vehicles (DMV) makes the final determination based on the driver's circumstance and driving history:

The Wet and Reckless Program

Persons convicted of a reckless driving offence with a measurable amount of alcohol in their blood, are required to complete a 12-hour DUI alcohol and drug education program.

First Offender Program

Persons convicted of a first DUI offense are required to complete one of the following programs, usually determined by their blood alcohol content (BAC): three-month (30-hour), six-month (44-hour), or nine-month (60-hour) program. Each program requires 12 hours of alcohol and drug education, a minimum of 10 to 44 hours of group counseling and one (1) to five (5) individual counseling sessions. Additional hours may also be required by the County. You may refer to the California Vehicle Code, Division 11.5, for specific information regarding BAC levels.

18-Month Program

Second and subsequent DUI offenders complete 18-month multiple offender programs with 12 hours of alcohol and drug education, 52 hours of group counseling, biweekly individual sessions, and 6 hours of community reentry monitoring. Additional hours may also be required by the County.

30-Month Multi-Offender Program

Person(s) convicted of Multiple DUI offences may be required to complete an 18-month multiple offender programs with 12 hours of alcohol and drug education, 78 hours of group counseling, biweekly individual sessions (39 minimum), and between 120-300 hours of community service hours as determined by the court. Additional hours may also be required by the County.

*See California Code of Regulations (CCR) 9851 DUI Program Services to Be Provided.

B. FISCAL IMPACT

The funding source for DUI programs is program participant fees. There is no additional cost to the County of Tehama.

C. SCOPE OF WORK

The winning proposer must provide all of the above listed services to applicable DUI offenders as well as provide services to persons arrested for driving under the influence or referred by the DMV, by the Tehama County Superior Court, and by the Tehama County Municipal Courts as a condition of probation, or transfers from other California State approved programs, or those pleading guilty to or pleading nolo contendere to “wet and reckless” driving.

The program shall maintain comprehensive tracking, monitoring and verification of client compliance with the DUI program, related rules and regulations and must be willing to return the client to the Superior or Municipal Court for non-compliance. Any DUI participant who fails to complete the DUI program, and who has been inactive for more than two (2) years, will not be re-admitted unless the participant has been granted an approved leave of absence by the County Alcohol and Drug Administrator or designee, or the participant can verify the reason for the absence was treatment related (residential substance abuse treatment program), or incarceration. If these extenuating circumstances are not met, the participant shall begin the program again, from the beginning, and will not be given credit for past attendance or prior paid fees.

DUI Program elements must also include the following:

1 Victim Impact Panel - All enrollees in a Tehama County Driving-Under-The-Influence Program, except Wet and Reckless, must complete a two-hour Victim Impact Panel presented by volunteers associated with Mothers Against Drunk Driving.

2 Intake Assessments/Interviews: To be completed before program participation begins and shall include, but is not limited to the following: completion of intake forms including Release of Information (ROI) for the Tehama County Health Services Agency; The assessment shall address patterns and history of alcohol and other drug use, addiction treatment history, gender, age, work status, family substance abuse history, legal history and current health status, review and completion of a participant contract; written schedule of program activities; times and locations; explicit discussion of abstinence as the desired goal for the duration of the program; and establishment of a participant case file/folder.

3 Individual Face-to-Face Counseling Sessions: Individual counseling sessions with each first offender program participant will be used to discuss the goals and objectives for participation in the program, including abstinence from the use of alcohol and/or illicit drugs as a goal while participating in the program, monitor participant progress, identify problems which may be barriers to program completion, and refer participants to ancillary services when appropriate. Counseling sessions will be a minimum of fifteen (15) minutes in duration.

4 Group Education Sessions - Educational Session shall be no less than one hour and no more than two hours in length. Educational sessions may consist of lectures, seminars, films, audio tapes, written exercises, or any combination thereof. The instructor must be present during the entire educational session. (see Title 9;4; 3:9852 for additional requirements)

5 Community Re-entry Program – During the last six months of participation in an 18-month program, the DUI program shall require the participant to complete a community re-entry phase, consisting of participation in community self-help groups, employment, family activities, and/or other areas of self-improvement.

6 Monitoring of Client Participation: Maintain comprehensive monitoring and verification of client attendance, compliance with program rules and regulations and return of client to the Superior and Municipal Court for non-compliance. Any participant who fails to complete the program, and who has been inactive for more than two (2) years will not be readmitted to the program unless the participant has been granted an approved leave of absence by the Alcohol and Drug Services Administrator or designee, or the participant can verify the reason for the absence was treatment in a residential substance abuse program, or incarceration.

D. FEES FOR PROGRAM

1. CONTRACTOR shall pay an administration fee to TCHSA at a rate of five percent (5%) of gross revenue/participant fees. Payments will be made quarterly and submitted with the CONTRACTORS quarterly financial report and Quarterly Licensing and Participant Enrollment Report.
2. All costs are expected to be reimbursed through fees collected by the CONTRACTOR from program clients based upon an approved fee schedule and eligibility policy. No Payment or contributions will be made by the COUNTY to the CONTRACTOR to offset these costs. CONTRACTOR shall charge those program fees which are approved by the COUNTY Health Services Agency, Alcohol and Drug Administrator and by the State of California, Department of Health Care Services.
 - a. The full assessed fee for the Wet and Reckless Education Program is to be set at a maximum of \$300.00 per client.
 - b. The full assessed fee for the Three Month First Offender DUI Program is to be set at a maximum of \$600.00 per client.
 - c. The full assessed fee for the Six Month First Offender DUI Program is to be set at a maximum of \$800.00 per client.
 - d. The full assessed fee for the Nine Month First Offender DUI Program is to be set at a maximum of \$1,200.00 per client.
 - e. The full assessed fee for the Twelve Month First Offender DUI Program is to be set at a maximum of \$1,600.00 per client.
 - f. The full assessed fee for the Eighteen Month Multiple Offender DUI Program is to be set at a maximum of \$2,900.00 per client.
3. Contracts may be negotiated and renewed annually, at the discretion of the County.

E. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

Those agencies that meet all of the following criteria are eligible to submit a proposal in response to this RFP:

1. Single agency proposals only. No collaborations, partnerships, or multi-agency proposals will be accepted.
2. Must be a responsive proposer whose bid or proposal complies with all requirements of the RFP.

3. Must have no record of unsatisfactory performance, no outstanding fees owed to Tehama County, no history of late fees to Tehama County in the prior two years, not on a current repayment plan with Tehama County, in compliance with any state or county outstanding Corrective Action Plan (CAP).
4. Must have at least three (3) or more years of demonstrated experience providing alcohol and drug services.
5. Subcontracting any portion of the work is not permitted.
6. Have ability to submit, meet, and abide by any applicable state, federal, and county laws, statutes, and regulations and familiarity with California Code of Regulations (Title 9).
7. Staff providing services must have appropriate licensure/certification from the State approved licensing bodies.
8. Must have the ability to comply with rigorous data collection, reporting, and audits, with the capability to implement program changes based on findings.
9. Must possess or obtain DUI certification from Department of Health Care Services within sixty (60) days of being awarded the contract.

F. RFP AWARD

1. One Proposer will win the award for DUI services in Tehama County, City of Red Bluff, CA. Once the award is made, the Proposer and County will discuss the exact location of where services will be provided with the County having final approval.
2. The winning proposer must provide all DUI services outlined in Section A.

SECTION II. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

1. All proposal narratives must be submitted:

- a. On single sided, standard white paper, 8 ½ inches by 11 inches in size.
 - b. Double spaced, with 1-inch margins, using at least 12 point Arial or Times New Roman font.
 - c. Each page clearly and consecutively numbered, beginning with the RFP cover letter as page 1.
 - d. Each question in the narrative beginning on a new page.
 - e. Using a binder clip for each copy of the proposal in the upper left corner, please do not staple.
2. Elaborate artwork, expensive paper, binders and bindings, expensive visual or other presentations are neither necessary nor desired.
 3. All proposals must be submitted in the order specified in the Proposal Package Checklist (see Exhibit B).
 4. The proposal must be submitted in the legal entity name of the proposer and that legal entity shall be party to the contract. Proposals submitted by a corporation must include the original signature of an individual authorized by the corporation's board of directors. **Signature facsimile stamps will not be accepted.**
 5. An original proposal with all original signatures, and copies (as required – see Exhibit B, Proposal Package Checklist) of the proposal must be enclosed in a sealed envelope or box bearing the clearly visible name and address of the proposer and plainly marked:

“SEALED BID - PROPOSAL FOR DUI PROGRAM, RFP No. ADS/053”

UNSEALED BIDS WILL NOT BE ACCEPTED.

6. Proposals must be received either by mail or by personal delivery to:

**Phillip Hernandez, Director
Tehama County Health Services Agency
Substance Use Recovery Services
PO Box 400,
1850 Walnut Street, Suite G
Red Bluff, CA 96080**

7. **Proposals not received by 5:00pm (PDT) on the date shown in the RFP timeline at the above address will be rejected.** Proposals received by any other office will not be accepted. It is the responsibility of the proposer to submit the proposal by the time and date to the address specified above.
8. **Faxed or emailed submissions will not be accepted.**
9. **A postmark will not be accepted as meeting the deadline requirement.**
10. **TCHSA-Substance Use Recovery Services will reject any proposals not meeting ALL RFP requirements.**

B. RULES GOVERNING COMPETITIVE PROPOSALS

1. Costs for developing and submitting proposals are the responsibility of the proposer and shall not be chargeable in any way to the County.
2. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda or supplements.
3. All proposals submitted become property of the County and will not be returned.
4. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. News releases pertaining to this RFP and its award shall not be made without prior written approval of the County.
5. All proposals shall remain confidential until an agreement has been fully executed by Tehama County.

C. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one or more proposers.
2. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
3. Reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the County to do so.
4. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
5. Negotiate changes to proposal submissions.
6. Enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP, if a competitor that is selected through this RFP fails to accept the terms of the County contract.
7. Authorize renewal of contracts annually based on availability of funds and the success of the contractor in meeting the measurable outcomes stated in the contract.
8. To determine the amount of resources allocated to the successful proposer(s).
9. Require information in addition to the proposal for further evaluation, if necessary.
10. To check with references and share any information it may receive with the evaluation committee.
11. Require successful proposer(s) to sign a County contract (Sample contract attached).
12. To make the final determination of the requirement for the report of internal controls to be included with the financial statements.

13. To conduct evaluation and as a result make changes to various aspects of the program.

D. SCREENING CRITERIA

Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The committee will evaluate the proposals based on the evaluation criteria specified in Section E. Rating Process: General.

Portions of responses, including attachments, that exceed the maximum page allowance will not be reviewed by the Evaluation Committee.

1. All proposals received by the deadline shall be screened to determine whether they meet the (a) formatting, (b) content, (c) financial stability, (d) insurance requirements, and (e) criteria as stated in Section I, E. Eligibility to Apply/Minimum Requirements.
 - a. Format requirements are found on page 7.
 - b. Proposal Content requirements are found on pages 12-13.
 - c. Financial statements, not more than 24 months old, will be screened by the Department's Accounting Staff for the demonstration of financial stability. The following items must be evidenced in the audited financial statements:
 - i. No adverse auditor opinion
 - ii. No disclaimer of auditor opinion
 - iii. No going concern issues

The RFP allows for communication between the proposer, the CPA who prepared the financial statement and the Department's Accounting Manager. This communication includes additional documentation and reports to be provided to the Department's Accounting Manager and for those documents and explanations to be considered as part of the demonstration of financial stability.

- e. Insurance requirements, found in Exhibit E, are met by submission of an insurance certificate(s) demonstrating current coverage **AND/OR** a letter from an insurance broker indicating that a policy for the level of coverage required can be issued.
IF COUNTY FINDS A DEFICIENCY WITH THE PROPOSER'S INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL BY THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY FURTHER INSURANCE DOCUMENTATION TO THE COUNTY. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission.
 - f. Eligibility to Apply/Minimum Requirements are found in Section I, D of this RFP.
2. Failure to furnish all information required in this RFP or to substantially follow the proposal format requested shall disqualify the proposal. Proposers will be notified of disqualification **by the date shown in the RFP timeline**. A proposer may protest screening disqualification by following Section F "Opportunity to Protest."

E. RATING PROCESS: GENERAL

1. Those proposals that meet minimum requirements as noted above will be included in a review and selection process. The proposals will be reviewed and evaluated by an Evaluation Committee, which may consist of County Staff, representatives from other public agencies, and/or individuals from the community at large. The panel of evaluators will recommend the highest rated proposal(s) to the DHHS Director. The DHHS Director will make final recommendations for contractor selection to the Board of Supervisors. The DHHS Director may recommend a contractor that is not the highest rated and provide justification for her recommendation to the Board of Supervisors.
2. Recommendation(s) for the award(s) is contingent on successful resolution of any protests, which would otherwise restrict or limit such an award.
3. Notice of the recommendation(s) for the award(s) will be emailed to all proposers by **the date shown in the RFP timeline** after a notice of the proposed award(s) has been posted at Tehama County Health Services Substance Use Recovery Center Lobby located at 1850 Walnut Street, Suite G, Red Bluff, CA 96080.
4. A minimum score of 70% is required to pass the evaluation. If the minimum score is not met, the proposal will be rejected.

F. OPPORTUNITY TO PROTEST

1. Any proposer wishing to protest disqualification in the screening process or the proposed award recommendation(s) must submit a written letter of protest to the DHHS director. Submit such a letter **by the date shown in the RFP timeline**. Any protest shall be limited to the following grounds:
 - a. The County failed to include in the RFP a clear, precise description of the format which proposals shall follow and elements they shall contain, the standards to be used in screening and evaluating proposals, the date on which proposals are due, and the timetable the County will follow in reviewing and evaluating them: and/or
 - b. Proposals were not evaluated and/or recommendation(s) for award were not made in the following manner:
 - i. All timely proposals were reviewed to determine which ones met the screening requirements specified in the RFP; and/or
 - ii. All proposals meeting the screening requirements were submitted to an Evaluation Committee, which evaluated the proposals using the criteria specified in the RFP; and/or
 - iii. The proposer(s) judged best qualified by the Evaluation Committee was recommended to the Director of DHHS for award; and/or
 - iv. The County correctly applied the standards for reviewing the format requirements or evaluating the proposals as specified in the RFP.

2. The written letter of protest of the proposed award(s) must reference the title of this RFP and be submitted to:

Phillip Hernandez, Director
Tehama County Health Services Agency
Substance Use Recovery Services
PO Box 400
1850 Walnut Street, Suite G
Red Bluff, CA 96080

Protest letters must be received at the above address **by the date shown in the RFP timeline**. Postmarks will not be accepted as meeting the deadline requirement. Faxes or emails will not be accepted. Oral protests will not be accepted. It is the proposer's responsibility to ensure receipt of delivery to the above address by the date, time and place specified above and in the timetable. Protests will not be accepted after the deadline specified. Protest letters must clearly explain the failure of the County to follow the rules of the RFP as discussed above in Section II. F.

3. All written protests shall be investigated by the Director of DHHS, or her designee, who shall make a finding regarding any protest by the date shown in the RFP timeline.

G. COMMENCEMENT OF WORK

1. Contract(s) shall not be executed until after TCHSA has obtained Tehama County Board of Supervisors approval for the contracts.
2. The successful proposer(s) shall be required to sign a Tehama County contract (sample attached). The successful proposer(s) must agree to all terms and conditions of any resultant contract with Tehama County, which includes providing proof of required insurance coverage. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations and the County may enter negotiations with the next highest scoring proposer or reissue the RFP.
3. The successful proposer(s) will not be allowed to begin work under any successfully negotiated contract until the contract has been signed by the proposed contractor(s) and Tehama County.

SECTION III. PROPOSAL REQUIREMENTS

This Request for Proposal and TCHSA contract language requires:

A. Audited Financial Statement:

Agencies must submit an Annual Audited financial statement and accompanying Auditor's report and notes if gross revenue from services total \$150,000 or more for any twelve-month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).

B. Reviewed Financial Statement:

Agencies must submit an Annual Reviewed financial statement if gross revenue from services total less than \$150,000, but more than \$50,000 for any twelve-month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.

RFP COVER LETTER AND CERTIFICATION OF INTENT TO MEET RFP REQUIREMENTS

TO: TEHAMA COUNTY HEALTH SERVICES AGENCY
SUBSTANCE USE RECOVERY SERVICES
ATTN: PHILLIP HERNANDEZ
PO BOX 400,
1850 WALNUT STREET, SUITE G
RED BLUFF, CA. 96080

SUBJECT: DUI PROGRAM, RFP

Name of proposer (Legal Entity)

Name, Parent Corporation (if applicable)

Address of proposer (Street, City, and Zip Code)

Proposer's federal tax identification number

Proposer's DUNS number

Contact person (Name, title, phone number, e-mail address)

Name and title of person(s) authorized to sign for agency

Certification

I certify that all statements in my proposal are true and that all eligibility to apply/minimum requirements are satisfied. This certification constitutes a warranty, the falsity of which shall entitle Tehama County to pursue any remedy authorized by law which shall include the right, at the option of the County, of declaring any contract made as a result hereof void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the agency's qualification to provide services.

I certify that the _____(agency's name) will comply with all requirements specified in the RFP which are applicable to the services which we wish to provide. I agree to the right of the county, state, and federal government to audit _____(agency's name) financial and other records.

Signature of proposer or Authorized Agent

Date

PROPOSAL PACKAGE CHECKLIST

The proposal checklist must be completed and submitted with your proposal. All items must be submitted in the order listed. Please utilize this checklist to ensure that your proposal package is complete. This checklist **MUST** accompany the proposal. Provide one (1) original proposal with items **1-9 ONLY**. Provide three (3) copies of items **1-3 ONLY**.

CHECKBOX ITEMS

Provide an original and three (3) copies of Items 1-3 below

- 1. RFP Cover Letter and Proposer’s Statement/Intent to Meet RFP Requirements. Page 1 of original proposal and all copies (Exhibit A)
- 2. Proposal Package Checklist (Exhibit B)
- 3. Proposal Narrative (Exhibit C)

Provide one (1) copy of Items 4-9 below

- 4. Assurance of Cultural Competence Compliance
- 5. Certificate(s) of Insurance, documenting current coverage
 - General Liability: \$2,000,000
 - Automobile Liability: \$1,000,000
 - Worker’s Compensation/Employers Liability: Statutory/\$1,000,000
 - Professional Liability or Errors and Omissions Liability: \$1,000,000
 - Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate

--OR--

- Insurance Broker’s Letter Demonstrating Ability to Meet County Requirements
- 6. Resolution by the agency’s Board of Directors (see Exhibit F)
- 9. Independently Audited or Reviewed Financial Statement (see page 14)

SUBMISSION STANDARDS

Use this list to check your proposal for compliance with screening requirements

- Original proposal, identified as original
- Original signatures on ALL documents in original proposal
- Three (3) copies of items 1-3
- The original and each copy of proposal is secured/bound with binder clip
- Proposal submitted in sealed container
- Proposal submitted by 5:00pm (PDT) on date shown in RFP timeline
- All documents meet format and content requirements
- Independently Audited or Reviewed Financial Statement not more than 24 months old
- Insurance requirements met.

PROPOSAL NARRATIVE

A. PROPOSAL NARRATIVE INSTRUCTIONS:

1. State the question prior to providing your answer. Single space allowed for stating the question, double space your answer.
2. **Each area/question in the narrative must begin on a new page.** The maximum page requirements include statement of the question. Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the evaluation committee.

PROPOSAL NARRATIVE FOR DRIVING UNDER THE INFLUENCE PROGRAM RFP NO. ADS/053			
Areas to be addressed:	Proposers will be rated on:	Maximum Pages	Maximum Points
1. Describe your organization’s previous and current experience in the provision of substance use, prevention and/or treatment services; include the number of years providing these services, and any experience or knowledge with the DUI Court, MADD, DMV and DUI Advisory Committee.	Clarity and completeness of response, and: Quality and relevance of previous experience that demonstrates the organizations understanding, ability and capacity to provide these services within the scope of work; and number of years providing substance use, prevention or treatment services. Number of years providing DUI Program Services (if any).	3	10
2. Describe your plan for retention and ensuring a majority of clients complete the program.	Clarity and completeness of the response, and: Quality of plan; methods for promoting client retention and completion.	3	10
3. Name and describe the curriculum and/or evidence-based program that your agency will implement. Describe how the curriculum and/or evidence-based program will reduce recidivism and increase safety for the community.	Clarity and completeness of response, and: Quality and effectiveness of program and/or curriculum including training for employees.	3	10

PROPOSAL NARRATIVE FOR DRIVING UNDER THE INFLUENCE PROGRAM RFP NO. ADS/053			
Areas to be addressed:	Proposers will be rated on:	Maximum Pages	Maximum Points
<p>4.</p> <p>A. Describe your plan for service approach from engagement to discharge, include the array of services available; hours offered for each level of program; methods used to document group participation/ progress; methods to ensure participant has received and understood information presented; alcohol/drug testing policy and methods used; method for determining number of staff to participant ratio.</p> <p>B. Describe your strategies to ensure continuity of care or care coordination in delivering seamless support during the discharge process to appropriate levels of care.</p> <p>C. Describe your plan to ensure that your staff, County staff and Court staff interact, coordinate efforts, and function as one team to effectively provide services as defined in the scope of work.</p>	<p>Clarity and completeness of response, and:</p> <p>A. Quality and effectiveness of service approach; quality of services available; reasonable hours; effectiveness of methods; appropriate staff-to-participant ratio.</p> <p>B. Effectiveness of strategies; knowledge of community resources; understanding considerations involved in providing clinically appropriate services.</p> <p>C. Quality of plan.</p>	<p>6</p>	<p>10</p>
<p>5. Describe your safety protocols/procedures for clients who arrive at the DUI Program under the influence of drugs and/or alcohol. Include how you would utilize community resources.</p>	<p>Clarity and completeness of response, and:</p> <p>A. Effectiveness of safety plan; supportive linkages to resources that support client safety; range of safety procedures.</p> <p>B. Suitable community resources.</p>	<p>3</p>	<p>10</p>
<p>6.</p> <p>A. Provide an example of your agency payment collection process; include the extended payment plan, the policy for waiving fees for eligible clients, the timing by which payments are due, the down payment and the method for determining a participant’s ability to pay.</p> <p>B. Describe your plan to pay State and County portion of fees.</p>	<p>Clarity and completeness of response, and:</p> <p>A. Quality of payment collection process and related policies.</p> <p>B. Quality of plan to pay fees accurately and timely.</p>	<p>4</p>	<p>10</p>

PROPOSAL NARRATIVE FOR DRIVING UNDER THE INFLUENCE PROGRAM RFP NO. ADS/053			
Areas to be addressed:	Proposers will be rated on:	Maximum Pages	Maximum Points
7. Provide your plan for monitoring compliance with Title 9 (<i>Division 4, Chapter 3</i>) and the Health and Safety Code (<i>Section 11836-11838.11</i>).	Clarity and completeness of response, and: A. Quality of monitoring plan; knowledge of Title 9 regulations.	3	10
8. Describe your strategies for providing services that are culturally, ethnically, and linguistically competent with sensitivity to, and affirmation of, gender identity, gender expression, disabilities, and sexual orientation.	Clarity and completeness of response, and: Quality of strategies.	1	5
TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE		27	80

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND

This agreement is entered into between the County of Tehama, through its Health Services Agency (“County”) and ----- (“Contractor”) for the purpose of providing court ordered Driving under the Influence education classes. The objectives of the State of California DUI programs are to: (1) reduce the number of repeat DUI offenses by individuals who complete a Department of Health Care Services approved and licensed DUI program and (2) provide participants an opportunity to address problems related to the use of alcohol and other drugs.

1. **RESPONSIBILITIES OF CONTRACTOR**

Contractor shall:

- (1) Maintain an approved and valid Driving Under the Influence (DUI) program license and compliance with the programs application for licensure approved by the county and the California Department of Health Care Services (DHCS);
- (2) Maintain DUI program licensure and services in compliance with California Code of Regulations (CCR) Title 9, Division 4, subchapters 1-4;
- (3) Provide the county alcohol and drug program administrator and/or designee and DHCS access to all programmatic and fiscal records necessary to conduct county monitoring and State approval activities, including evaluation. Said access shall not conflict with any local, state, or federal confidentiality regulations;
- (4) The location(s) where services will be provided;
- (5) The services to be provided at each location;
- (6) The hours services will be available;
- (7) A description of the participant enrollment process;
- (8) A description of procedures for assessment of participants' alcohol and other drug problems;
- (9) A description of activities to be conducted during the final six-months of program participation in the 18-month multiple offender program;
- (10) A sample participant contract;
- (11) A sample of all other forms to be used by the program;
- (12) The program fees, standardized payment schedule, a breakdown of program fees by unit of service, additional fees, and related forms.
- (13) Enroll any person who presents documentation from the court or the Department of Motor Vehicles verifying his/her arrest or conviction for one of the DUI violations specified in Health and Safety Code Section 11836 (a). Such documentation shall indicate whether the offense is a first, second or third DUI violation.
- (14) Ensure DUI program staff who conduct DUI program intake, assessments and sessions meet the staff qualifications required in CCR Section 9846(b).
- (15) Electronically submit completion certificate to the Department of Motor Vehicle within 15 days of participant completing the program and paying all fees.

Required Educational Programs to be provided by Contractor:

Contractor shall Make available and provide the following Driving Under the Influence (DUI) Education Programs with the goal of enabling participants to consider at-risk attitudes and behavior, learn healthy lifestyle changes, and reduce or eliminate the use of alcohol and/or other drugs.

The Wet and Reckless Program

A 12-hour DUI alcohol and drug education program offered to persons convicted of a reckless driving offense with a measurable amount of alcohol in their blood. No more than two (2) absences per period of enrollment for completion.

First Offender Program - determined by a person(s) Blood Alcohol Content. You may refer to the California Vehicle Code, Division 11.5, for specific information regarding BAC levels.

Three (3)-month program minimums:

- Twelve (12)-hours of Educational Sessions
- Ten (10) hours of Group Sessions
- Three (3) fifteen (15) minute Face to Face interviews
- Eight (8) hours of additional education, group or combination of both.
- No more than five (5) total absences per period of enrollment for completion.

Six (6)-month program minimums:

- Twelve (12)-hours of Education Sessions
- Twenty-eight (28) hours of Group Sessions
- Four (4) fifteen (15) minute Face to Face interviews
- Four (4) hours of additional education, group or combination of both.
- No more than seven (7) total absences per period of enrollment for completion.

Nine (9)-month program minimums:

- Twelve (12)-hours of Education Sessions
- Forty-four (44) hours of Group Sessions
- Five (5) fifteen (15) minute Face to Face interviews
- Four (4) hours of additional education, group or combination of both.
- No more than seven (7) total absences per period of enrollment for completion.

Eighteen (18)-month program minimums:

- Twelve (12)-hours of Education Sessions
- Fifty-two (52) hours of Group Sessions
- Twenty-four (24) fifteen (15) minute Face to Face interviews once every other week
- Six (6) hours of community re-entry monitoring
- No more than ten (10) total absences per period of enrollment for completion.

30-Month Multi-Offender Program

- Twelve (12)-hours of Education Sessions
- Seventy-eight (78) hours of Group Sessions
- Thirty-nine (39) fifteen (15) minute Face to Face interviews once every other week
- One hundred twenty (120) hours minimum and three hundred (300) hours maximum of probative evidence of voluntary community service hours as determined by the court.

No more than fifteen (15) total absences per period of enrollment for completion.

*Above services shall be provided in accordance with California Code of Regulations (CCR) 9851 DUI Program Services.

Program services shall include:

(A) Intake

a. Intakes shall include:

- i. A discussion of goals and objectives for participation in the program, including abstinence from the use of alcohol and/or illicit drugs as a goal during the duration of participation in the program.
- ii. Providing the participant with materials which describe how abstinence contributes to a healthy lifestyle.
- iii. Explaining the counseling, education, and face-to-face interview requirements; attendance requirements; procedures for requesting a leave of absence; and reasons for dismissal from the program.
- iv. Completing a participant contract listing the services to be provided, program rules, grievance procedures, program fees, additional fees, payment schedule and reasons for dismissal from the program, as stated in Section 9886.

(B) Assessment

- a. Within the first 60 days of participation, the DUI program shall complete an assessment of each participant's alcohol or drug use. The assessment shall address: gender, age, patterns and history of alcohol and other drug use; addiction treatment history; work status, family substance abuse history, legal history, and current health status.
- b. Alcohol and drug assessments shall be conducted by DUI program counselors who meet the staff qualification standards listed in Section 9846(c).
- c. The counselor conducting the assessment shall discuss the results of the alcohol or drug assessment with the participant.
- d. As part of the assessment, the counselor shall recommend any ancillary services he/she thinks would be potentially beneficial to the participant. Ancillary services recommended should be appropriate to the individual participant and available nearby.
- e. The counselor shall record the results of the participant's alcohol or drug assessment, the follow up discussion, and the recommendations for ancillary services in the participant's case record.

Educational Sessions:

- a. Educational sessions shall be no less than one (1) hour and no more than two (2) hours in length. Time allowed for breaks **shall not** be counted toward meeting the number of hours for educational sessions in accordance with Section 9851.
- b. Educational sessions shall be informational in content and instructional in nature

- c. Educational sessions may consist of lectures, seminars, films, audio tapes, written exercises, or any combination thereof. Sessions shall include information regarding the following topics:
 - i. The use and effects of alcohol and other drugs.
 - ii. The nature of addiction to alcohol and other drugs.
 - iii. Impairment of driving abilities, skills, and judgment caused by consumption of alcohol or other drugs.
 - iv. Alternatives to the abuse of alcohol and the use of illicit drugs, including discussion of how abstinence, additional county requirements, ancillary services, and participation in self-help groups, assist the participant to recognize the effects of chemical dependency and understand the recovery process.
 - v. The effects of alcohol or other drug use on the individual, the family, and society.
 - vi. The DUI program staff shall encourage participant discussion during educational sessions.
- d. A participant shall not attend more than one educational session per calendar day.
- e. The DUI program shall limit attendance at educational sessions to a maximum of 35 program participants.
- f. The instructor must be present during the entire educational session.

Group Counseling Sessions:

- a. Group counseling sessions shall be no less than one (1) hour and no more than two (2) hours in length.
- b. The DUI program may substitute one (1) hour of individual counseling sessions for every two (2) hours of group counseling sessions **if** the participant is unable to participate in or benefit from group counseling sessions because of a language barrier, an emotional problem, or other difficulty.
- c. Time allowed for breaks **shall not** be counted as part of the minimum time required for group counseling. Group counseling sessions shall be conducted by DUI program counselors in a manner that:
 - d. Encourages the participants to talk and share ideas and information in order to identify and resolve alcohol or drug related problems;
 - e. Provides an opportunity for participants to examine their own personal attitudes and behavior; and
 - f. Provides support for positive changes in life style to facilitate reduction or elimination of alcohol or drug problems.
- g. Group counseling sessions may emphasize a specific topic or may be less structured in nature.
- h. The DUI program shall not use films or lectures to meet the number of hours of required group counseling sessions

First offender programs **shall not** allow an outside person, except an interpreter, to participate in group counseling sessions conducted for participants.

- i.

A DUI program licensed as an 18-month or 30-month program shall not allow an outside person, except an interpreter, a participant's family member, or a significant other to attend group counseling sessions conducted for the participant. If the DUI program allows a participant's family member and/or significant other to attend group counseling sessions they shall follow the guidelines in CCR 9851.

Face to Face Sessions:

- (a) Each DUI program shall conduct private, face-to-face interviews with each participant to:
 - i. Discuss and Monitor payment of fees;
 - ii. Discuss and encourage participant attendance in educational sessions and counseling sessions;
 - iii. Discuss and identify problems which may be barriers to program completion, including progress in group and other counseling sessions; and
 - iv. Evaluate the participant's need for referral to ancillary services.
 - v. Face-to-face interviews shall be at least 15 minutes in length and shall be longer whenever the interviewer or the participant determines that additional time is needed.face-to-face interviews shall be conducted on a regularly scheduled basis, rather than on a drop-in basis.

Three (3)- month first offender programs, face-to-face interviews shall be conducted pursuant to Section 9851(b)(4).

Six (6)-month programs for first offenders with court ordered duration of participation, face-to-face interviews shall be conducted pursuant to CCR Section 9851(c)(3).

Nine (9)-month programs for first offenders with court ordered duration of participation, face-to-face interviews shall be conducted pursuant to subdivision CCR 9851(d)(3).

Eighteen (18)-month multiple offender programs, the required number of face-to-face interviews, including make-ups, shall be conducted for the first 12 months or until completion of the core program requirements pursuant to subdivision CCR 9851(e)(1)(C).

Thirty (30)-month multiple offender programs, the required face-to-face interviews, including make-ups, shall be conducted for the first 18 months or until completion of the core program requirements pursuant to subdivision CCR 9851(f)(1)(C).

Whenever possible, face-to-face interviews shall be conducted by the same interviewer for the duration of the program.

Organization and Maintenance of Participant Records

- a. The DUI program shall establish a participant case folder which contains all relevant material and documentation for each participant.
- b. The DUI program shall maintain participant records including completed copies of all required forms and records, for a minimum of 48 months after the:
 - i. date of transfer to another DUI program;
 - ii. date of dismissal from the program; or
 - iii. date of issuance of a Notice of Completion Certificate.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

- 1 COUNTY shall conduct monitoring of programs annually using a standardized monitoring procedure/instrument approved by DHCS in compliance with §11837.6 of the Health and Safety Code.
 - a. County is authorized to represent the interests of COUNTY and DHCS in carrying out the terms and conditions of this contract.
 - b. County, with proper identification, will be allowed the right to inspect, review and monitor Contractor’s facilities, program, procedures, and programmatic and financial records during normal business hours to ensure compliance with County and DHCS regulations.
 - c. County shall monitor contractor to ensure compliance with the Regulations contained in the requirements outlined in CCR, Title 9, Division 4, Chapter 3, and CCR, Title 9, Division 4, Chapter 8, and by those additional requirements which may be established by the County as approved by DHCS.
 - d. COUNTY shall monitor PROVIDER to ensure that approved DUI programs do not utilize other funds administered by DHCS for program operations and to ensure that PROVIDERS do not utilize participant fees for purposes other than DUI program activities.
 - e. COUNTY shall monitor periodically for program effectiveness and quality of service.
 - f. COUNTY shall investigate complaints and grievances received by COUNTY against DUI program providers, and shall refer such complaints and grievances to DHCS as needed.

2. COUNTY shall assure the DHCS Licensing Branch in writing of the programmatic and fiscal integrity of the COUNTY DUI program(s).
3. COUNTY shall provide a list of approved Tehama County DUI programs to Tehama County Court locations, referral agencies, and other interested parties.
4. COUNTY shall continue its role as liaison between the Courts and other agencies within the COUNTY on regulation and requirements in CCR, Title 9, Division 4, Chapter 3.

3. **COMPENSATION**

----- Insert appropriate paragraph from “Compensation, Billing and Payment Standard Paragraphs” (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. -----

4. **BILLING AND PAYMENT**

----- Insert appropriate paragraph from “Compensation, Billing and Payment Standard Paragraphs” (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. -----

A. FEES FOR PROGRAM

1. All program costs are expected to be reimbursed through fees collected by the Contractor from program clients based upon an approved fee schedule and eligibility policy. No Payment or contributions will be made by the COUNTY to the CONTRACTOR to offset these costs. CONTRACTOR shall charge those program fees which are approved by the Tehama County Health Services Agency, Substance Use Recovery Director/Alcohol and Drug Administrator and by the State of California, Department of Health Care Services. Maximum allowable fees are:
 - a. The full assessed fee for the Wet and Reckless Education Program is to be set at a maximum of \$300.00 per client.
 - b. The full assessed fee for the Three Month First Offender DUI Program is to be set at a maximum of \$600.00 per client.
 - c. The full assessed fee for the Six Month First Offender DUI Program is to be set at a maximum of \$800.00 per client.
 - d. The full assessed fee for the Nine Month First Offender DUI Program is to be set at a maximum of \$1,200.00 per client.
 - e. The full assessed fee for the Twelve Month First Offender DUI Program is to be set at a maximum of \$1,600.00 per client.
 - f. The full assessed fee for the Eighteen Month Multiple Offender DUI Program is to be set at a maximum of \$2,900.00 per client.
2. Contractor shall pay an administration fee to TCHSA at a rate of five percent (5%) of gross revenue / participant fees. Payments will be made quarterly and submitted with the CONTRACTORS quarterly financial report and Quarterly Licensing and Participant Enrollment Report.

3. Contractor shall submit payment of fees to the County within thirty (30) days of the end of the reporting period. Non-payment of fees to the COUNTY by the specified date may result in termination of the contract.
4. Contractor shall submit cost reports to the COUNTY within sixty (60) days of the close of the fiscal year (e.g., August 30). Non-submission of cost reports within the specified time may result in removal from the DUI program referral list.
5. Contractor shall inform the COUNTY thirty (30) days prior to closure of a DUI program. In the event of a program closure, PROVIDER shall make immediate and appropriate plans to transfer or refer all participants to other DUI providers for continuing service and to remit all participant files to the COUNTY.
6. Fee change requests may be submitted for approval on an annual basis.
7. Contracts may be negotiated and renewed annually, at the discretion of the County.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate -----, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by -----.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or

alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder

or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby

specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: -----

If to Contractor: -----

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County’s own forces, as County desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

----- **(Bold & Capital letters)**

Date: _____

Vendor Number

Budget Account Number

Standard Form of Agreement – Services adopted 07-26-17

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, 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 excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.