



COUNTY OF SAN DIEGO
PURCHASING & CONTRACTING

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DEPARTMENT OF PURCHASING AND CONTRACTING
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BRENDA MILLER
ASSISTANT DIRECTOR

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) 13273
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES
June 22, 2026

A. KEY INFORMATION

1. The County of San Diego is seeking Statements of Qualifications (SOQ) from firms interested in providing Less Restrictive Programming (LRP) Housing and Supportive Services (“Offerors”).
 - 1.1. Offerors found to be qualified as a result of this RFSQ will be eligible for award of as-needed contracts for Less Restrictive Programming (LRP) Housing and Supportive Services. The contract term of resulting contracts is anticipated to be an initial (base) period of one (1) year with four (4) one-year options.
 - 1.2. Pricing will not be evaluated as part of this solicitation. Following the evaluation of SOQs, the County will initiate negotiations with qualified offeror(s) to establish a contract with pricing that is fair and reasonable to the County. If a satisfactory agreement cannot be reached, negotiations will be terminated.
2. The County has posted this solicitation on its official BuyNet website at <https://sdbuynet.sandiegocounty.gov/>. In order to see all information related to this RFSQ, to submit Questions, and to receive notifications of updates, Offerors must select “Participate in RFX” for this solicitation in BuyNet.
3. The Contracting Officer for this solicitation is Vanessa Rios, Procurement Contracting Specialist, (vanessac.rios@sdcounty.ca.gov)
4. Schedule: This timeline is subject to change at any time, at the County’s sole discretion. The County will issue an addendum for changes to the Pre-SOQ Conference date, Questions due date, or SOQ due date.

Event Description	Date and Time (San Diego Time)
Pre-SOQ’s Conference	July 8, 2026 at 9:00 a.m.
Questions due	July 13, 2026 prior to 5:00 p.m.
SOQ’s due	August 10, 2026 prior to 3:00 p.m.

5. Pre-SOQ Conference. The County will hold a pre-SOQ conference by Video/Teleconference using the Microsoft Teams platform on the Date and Time listed in the Schedule. To participate, join the virtual conference at: [Microsoft Teams Meeting Invite Link](#). The County will provide an overview of the RFSQ process and may provide a program/technical overview and other information. Attendance at the pre-SOQ conference is encouraged but not mandatory.
6. Questions:
 - 6.1. Offerors should submit all Questions, including requests for clarification related to definition or interpretation of this RFSQ, in writing by the Date and Time specified in the Schedule. Questions should be submitted via BuyNet, by sending a message to the Contracting Officer through the “Discussions” functionality.
 - 6.2. Non-Offerors should direct inquiries regarding this solicitation to the Contracting Officer
7. Table of Contents:
 - A. Key Information
 - B. RFSQ Instructions and Rules
 - C. Evaluation Criteria
 - D. Submittal Items
 - E. Required Forms

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- F. Statement of Work
- G. Payment Schedule
- H. Draft Agreement

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

B. RFSQ INSTRUCTIONS AND RULES

1. INSTRUCTIONS FOR SUBMITTING A SOQ

- 1.1. It is the Offeror's responsibility to submit a SOQ based on the most current RFSQ, addenda thereto, responses to Questions, any other information posted on BuyNet; any diligence material made available by the County. Offerors are advised to regularly check BuyNet for information. The County has no obligation to contact Offerors directly with any such RFSQ-related information.
 - 1.1.1. In order to see all information related to this RFSQ, to submit Questions, and to receive notifications of updates, Offerors must select "Participate in RFx" for this solicitation in BuyNet.
- 1.2. Forms required to be submitted with Offerors response to this RFSQ are included in this RFSQ or posted on the County's web site at <https://www.sandiegocounty.gov/content/sdc/purchasing/purchasing-forms.html>.
 - 1.2.1. Posted forms may be updated from time to time. Unless otherwise specified, offerors may submit the version of a form in place as of the date of the posting of this RFSQ or any later version.
- 1.3. Offerors are advised to allow for sufficient time to obtain all necessary documents and forms, resolve any technical difficulties obtaining or completing documents or forms, and, if necessary, obtain documents and forms by an alternate method. If you are unable to download documents or forms, you may request a hard copy or technical assistance from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.4. Offeror must submit a complete original SOQ in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting, through electronic upload to BuyNet before the Date and Time listed in Schedule.
 - 1.4.1. If Offeror is unable to submit via BuyNet for any reason, Offeror may submit by providing the Purchasing and Contracting front desk with either (i) electronic files on CD/DVD or, (ii) a printed SOQ. Offeror must prominently mark such submissions with the RFSQ number on the outside of the packaging. Please use this method only if unable to submit through BuyNet.
 - 1.4.2. When submitting via BuyNet, Offerors are advised to allow for sufficient time to submit by an alternate method in the event of technical difficulties.
 - 1.4.3. For SOQs submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for the purpose of determining timely submittal.
 - 1.4.4. For SOQs submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered the official time for the purpose of determining timely submittal.
 - 1.4.5. In the event of multiple submittals of an original SOQ by an Offeror, the County will only consider the most recent submittal submitted before the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original SOQ and to withdraw or replace any previous submittals in the event they update their SOQ. SOQs may be found non-conforming if the County is unable to determine which SOQ is the most recent, timely submittal.
- 1.5. A SOQ that is untimely or otherwise not submitted in conformance with 1.4 above will not be considered for award unless: it is received before award is made; the County determines that it is in its best interest to accept the SOQ; and
 - 1.5.1. It is determined by the County that the late receipt was due solely to mishandling by the County, or
 - 1.5.2. No timely and conforming SOQ was submitted.
- 1.6. SOQs may not be modified after the due date, except for modifications resulting from the Contracting Officer's request for a revised SOQ, Best and Final Offer (BAFO), or an addendum to the SOQ.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 1.7. SOQs may be withdrawn by written notice signed by a duly authorized representative of Offeror if received prior to Notice of Intent to Award. After Notice of Intent to Award, all SOQs constitute firm offers, subject to negotiation, that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months.
 - 1.7.1. All SOQs become the property of the County upon submission. An Offeror may request the return of its SOQ upon withdrawal, which return the County may grant or deny in its sole discretion.
- 1.8. By submitting a SOQ, Offeror agrees to these RFSQ Instructions and Rules and all other terms of this RFSQ.

2. QUESTIONS

- 2.1. Offerors shall direct requests for explanation regarding the RFSQ or related documents to the Contracting Officer in writing as a question (“Question”). Submit Questions by sending a message to the Contracting Officer through the “Discussions” functionality in BuyNet.
- 2.2. The County may choose not to respond to Questions received after the date and time stated Schedule. Offeror is responsible for ensuring that Questions are received by the County.

3. SOQ FORMAT

- 3.1. Submit electronic SOQs as files in .pdf format, except where specified otherwise. For pages other than signature pages, converted and searchable formats are preferred.
- 3.2. SOQs shall be formatted to print on 8-1/2” x 11” page size, with no less than ½” margins and eleven (11) point font and to be suitable for black and white reproduction with no loss of information.
- 3.3. All SOQs shall be signed with a handwritten signature by an authorized officer or employee of the Offeror.
 - 3.3.1. Electronic or digital signatures will not be accepted.
 - 3.3.2. Pages requiring signatures must be scanned from an original handwritten signature. If Offerors are unable to submit a .pdf with scanned signatures, Offerors may optionally submit clear pictures of signature pages containing original handwritten signatures.

4. SOQ ORGANIZATION

- 4.1. Your SOQ must be organized in accordance with the Submittal Items in this RFSQ.
 - 4.1.1. Content shall be organized to correspond to the applicable exhibit and question or item within each exhibit.
 - 4.1.2. Offerors shall separate each exhibit into one or more files, clearly named as to the exhibit and order.
 - 4.1.3. Pages shall be consecutively numbered within each exhibit at the bottom or top margin of each page.
- 4.2. Confidential/Proprietary information:
 - 4.2.1. The County is a public agency subject to the California Public Records Act, Government Code § 7920.000, et seq. Some or all of the documents submitted in response to this RFSQ may be subject to disclosure, and the County intends to publish any resulting contracts to its public website.
 - 4.2.2. It is Offeror's responsibility to identify and separate into a "CONFIDENTIAL/PROPRIETARY" exhibit and to provide a signed Nondisclosure Indemnification Agreement for:
 - 4.2.2.1. all confidential information that should be protected from disclosure, including PI (Personal Information), PII (Personally Identifiable Information), or PHI (Protected Health Information), and

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 4.2.2.2. any proprietary or other information Offeror determines is exempt from disclosure under the California Public Records Act and wishes to protect from disclosure.
- 4.2.3. The “CONFIDENTIAL/PROPRIETARY” exhibit must be clearly labeled with all pages marked as “CONFIDENTIAL/PROPRIETARY”
- 4.2.4. Reference material in the “CONFIDENTIAL/PROPRIETARY” exhibit where it is needed to respond to a Submittal Item (for example “See response 1 contained within the “CONFIDENTIAL/PROPRIETARY” exhibit” for staff Social Security numbers”).
- 4.2.5. If the County determines that a submission improperly designates information as confidential or proprietary, the County may, at its sole discretion: (i) deem the information releasable; (ii) declare the submission non-conforming/non-responsive; (iii) remove such information, or (iv) take any other appropriate action. (Note: pricing and terms and conditions are generally not considered confidential under the California Public Records Act).

5. SOQ EVALUATION

- 5.1. Evaluations shall be based on the criteria contained in the Evaluation Criteria and Submittal Items to determine the SOQs(s) that provide the best value to the County.
- 5.2. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the requirements of this Request for SOQs. The County shall also have the discretion to waive any irregularities or deviations from the requirements of this Request for SOQs in any submission.
- 5.3. Reserved.
- 5.4. Reserved.
- 5.5. During evaluation, County may appropriately consider the sustainability and social, human health, environmental, and economic impact of Offeror’s proposed products and approach to providing goods and services, in accordance with Board Policy B-67. Therefore, Offerors are encouraged to include relevant information in their SOQs.
- 5.6. During evaluation, the County may appropriately evaluate the cultural competency of Offeror and Offeror’s proposed approach to providing goods and services. Therefore, Offerors are encouraged to include relevant information in their SOQs.
- 5.7. Reserved.
- 5.8. In evaluating an Offeror’s ability to satisfy the requirements of this RFSQ and any resulting contract, the County may also consider any parent, subsidiary, or related legal entity of Offeror, including, without limitation, a legal entity that Offeror acquired or merged with or will use as a guarantor in providing services to the County.

6. EVALUATION AND SELECTION PROCESS

- 6.1. SOQs received, including any additions, revisions, and clarifications, will be evaluated by a Qualifications Evaluation Committee (QEC) appointed by a Source Selection Authority(s) (SSA). The County may evaluate information known to the County, in addition to the information provided in response to the RFSQ.
- 6.2. The County reserves the right to request clarification and/or additional information (“Clarification”) from Offerors. The Contracting Officer will determine the appropriate means of requesting and obtaining Clarification, which may include telephonic communication, email, letter, presentation, oral interview, or an addendum or revision to the SOQ. The County may invite Offerors to make presentations to, or participate in interviews with, the County at a date, time, and location determined by the County. Notwithstanding the foregoing, the County is not obligated to seek Clarification, therefore Offerors are advised to submit complete and accurate information in their SOQs.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 6.3. At any point in the evaluation process, the County may determine that a SOQ is unacceptable in any area or that a SOQ is no longer in the competitive range, and no longer consider it for award. In such cases, the Contracting Officer will attempt to notify the Offeror.
- 6.4. At any point in the evaluation process, the County may hold discussions with one or more Offerors in the competitive range. Discussions may include requests for revised SOQs, Best and Final Offers (BAFOs), or addenda to the SOQ that may contain additional selection factors.
- 6.5. The QEC may recommend to the SSA that award be made to one or more Offerors. After receipt and approval of the SSA's decision, the Contracting Officer will post a Notice of Intent to Award (NOI).
- 6.6. Upon posting of the NOI, the County will enter into contract finalization negotiations with the selected Offeror(s) and, upon successful completion, award a contract(s).
- 6.7. The County may rescind or modify the NOI at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.
- 6.8. The actual timing and sequence of events resulting from this RFSQ shall ultimately be determined by the County, in its sole discretion. The County may, at any time cancel this RFSQ, reject all SOQs, restart evaluations, modify or replace the membership of the SSC, or correct any deficiencies in the procurement process or evaluation.

7. DEBRIEF AND REVIEW OF CONTRACT FILES

- 7.1. After an Offeror has been notified by the Contracting Officer that that Offeror's SOQ is no longer being considered for award, the Offeror may request a debriefing from the Contracting Officer. For debriefings held prior to contract execution, the Offeror will be limited to a review of the information pertaining to the County's evaluation of their own SOQ, in accordance with Section 9.4 of these RFSQ Instructions and Rules. After contract execution, debriefings may include review of other SOQs, the Source Selection Committee Report, and other releasable documents.

8. PROTEST PROCEDURE

- 8.1. Board Policy A-97 sets forth the procedures for the filing and resolution of protests related to this RFSQ. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's website at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html>.
- 8.2. All protests must be filed in accordance with Board Policy A-97, which requires, among other things, that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

9. COUNTY COMMITMENT

- 9.1. This RFSQ does not commit the County to award a contract, nor does it commit the County to pay any of Offeror's costs incurred in the preparation or submission of the SOQ. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 9.2. Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFSQ or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).
- 9.3. The County reserves the right to separately procure the same or similar goods or services.
- 9.4. The County may withhold all information regarding this procurement until after negotiations are complete, including, but not limited to: the number of SOQs received; the identity of Offeror(s); the content of SOQs; the County's evaluation and results thereof; and, the identity of the members of the SSC. Information releasable after the conclusion of negotiations is subject to the disclosure requirements and withholding exemptions of the California Public Records Act.
- 9.5. Pursuant to County Charter §§ 703.10 and 916, award of a contract resulting from this RFSQ may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

9.6. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

10. DILIGENCE AND DUTY TO INQUIRE

10.1. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFSQ or related documents, Offeror shall have a duty to submit a Question to the County.

10.2. Offerors are expected to perform reasonable due diligence with regard to this RFSQ and the work required, including, but not limited to, information that is publicly or otherwise reasonably available and, if applicable, information that can be obtained during a site visit (including verification of measurements, conditions, and other attributes). Neither the selected Offeror(s), nor any Offerors, shall be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence.

10.3. The County makes no representation or warranty, express or implied, as to the accuracy or completeness of any diligence material or other information provided by the County or any of its agents, representatives, contractors or consultants. Such information may reflect good faith assumptions, estimates, or projections, which may or may not prove to be correct.

10.4. Offeror should not rely upon oral statements made or explanations given by the County, including any oral responses to Questions or other inquiries. No prior, current, or post award communication(s) with any officer, agent, or employee of the County shall affect or modify any terms or requirements of this RFSQ, except as explicitly provided for in this RFSQ.

11. OFFEROR COMMUNICATIONS

11.1. All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFSQ or the Offeror's SOQ, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Offerors shall not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFSQ or by law. Any improper contact may, at the County's sole discretion, cause the Offeror to be removed from consideration for contract award.

11.2. If Offeror issues any public announcement, or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFSQ process or attempts to restrain competition, Offeror may be removed from consideration for award.

11.3. Audio and/or video recording of pre-SOQ conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFSQ are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. SOLICITING EMPLOYEES

12.1. Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

13. PROHIBITED CONTRACTS AND SUBCONTRACTS

13.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

13.1.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 13.1.2. Profit making firms or businesses in which employees described in subsection 13.1.1 serve as officers, principals, partners or major shareholders;
- 13.1.3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection 13.1.1, and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- 13.1.4. Profit making firms or businesses in which the former employees described in subsection 13.1.3 serve as officers, principals, partners or major shareholders.

13.2. Per Board Policy A-79, a successful Offeror that is a non-profit corporation shall not subcontract any work under the agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.

13.3. Offeror certifies that if awarded a contract under this RFSQ, such contract will be in compliance with Sections 13.1 and 13.2 above. Offeror shall promptly notify the County of any change in circumstance affecting these provisions.

14. CALIFORNIA REVENUE & TAXATION CODE § 18662

14.1. In compliance with California Revenue and Taxation Code § 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed Franchise Tax Board Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment from the County, new suppliers, or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

14.2. Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response remains valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should access the Franchise Tax Board websites, listed below, for tax forms and relevant information regarding non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance.

Franchise Tax Board Websites:

<https://www.ftb.ca.gov>

<https://www.ftb.ca.gov/forms/search/>

14.3. If selected for award, the Offeror must submit applicable forms to the Auditor & Controller via fax, at (858) 694-2060, or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code § 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

15. W-9 FORM

15.1. If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

16. PREVAILING WAGE

16.1. Reserved.

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COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
 PROBATION DEPARTMENT
 LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

C. EVALUATION CRITERIA

SOQ Evaluation Criteria

The evaluation criteria listed below are in descending order of importance by paragraph, not subparagraph, and will be considered in the evaluation of the Offeror’s written and oral SOQs accordingly. SOQs should give clear, concise information in sufficient detail to allow an evaluation based on these criteria.

Mandatory minimum requirements for eligibility are included in the evaluation criteria. Failure to satisfy these mandatory minimum requirements will be considered disqualifying, and the SOQ will not be considered for award.

Criteria	Key factors include, but are not limited to:
Mandatory Minimum Requirements	<ul style="list-style-type: none"> • Pass / Fail
Program Design and Approach	<ul style="list-style-type: none"> • Offeror’s acceptance of the proposed Statement of Work (SOW). • Offeror’s methodology and approach demonstrates the ability to provide equitable and sustainable services as outlined in the SOW and to meet the goals and outcome objectives effectively and efficiently.
Organizational Capability, Experience, and Qualifications	<ul style="list-style-type: none"> • Offeror’s experience and knowledge operating and managing community-based housing for youth, including Less Restrictive Programming Services, Short-Term Residential Therapeutic Program Services, transitional housing, emergency shelter, and providing structured programming and supportive services to justice involved youth. Include how the organization’s framework supports the program’s goals and outcomes. • Offeror’s experience providing services to justice-involved youth.
Acceptance of Terms and Conditions	<ul style="list-style-type: none"> • Overall risk to the County resulting from Offeror’s agreement with, or exception to the Terms and Conditions and Insurance.
Organizational Stability and Risk	<ul style="list-style-type: none"> • Offeror’s fiscal stability, contract performance, and litigation history.

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COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

D. SUBMITTAL ITEMS

SOQs should give clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the Submittal Requirements described by these Submittal Items. The County shall also have the discretion to waive any irregularities or variances from these Submittal Items in any submission and/or seek Clarification.

Offeror’s response to these Submittal Items shall be no more than twenty (20) pages, excluding disclosures, financials, sample reports, and required attachments.

1) EXHIBIT 1 - REQUIRED FORMS

- 1.1 Submit a completed and signed Offeror’s Cover Page (PC600) form
 - Required for all Offerors
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC600_dpc_Offerors_Cover_Page.pdf
- 1.2 Submit a completed and signed Representations and Certifications form (PC601)
 - Required for all Offerors
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC601_dpc_Reps_and_Certs.pdf
- 1.3 Submit a completed and signed Small-Local Business Self-Certification Form (PC610)
 - All Offerors are encouraged to complete this form to support County data collection.
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC610_dpc_Small_Local_Self_Cert.pdf
- 1.4 Confirm understanding and acceptance “YES/NO” of Small-Local Business Subcontractor Participation Requirements:
YES NO
 - As this contract is an indefinite delivery/indefinite quantity contract, Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53 apply at the time of task order issuance, based on the value of an individual task order. Offeror does not need to submit a Small-Local Business Subcontractor Utilization Plan with its submittal. The draft agreement contains a link to the form the successful offeror must use to submit its Small-Local Business Subcontractor Utilization Plan for individual task orders. Where the value of services for a task order exceeds \$1 million in annual value, the successful offeror must demonstrate that it (i) will either meet or exceed a 3% Small-Local Business Subcontractor Participation Requirement or show a good faith effort to do so, or (ii) is exempt from the Small-Local Business Subcontractor Participation Requirements.
- 1.5 Submit a completed and signed Nondisclosure Indemnification Agreement (PC620) (if applicable).
 - Required if submitting Confidential/Proprietary Information (see RFSQ Instructions and Rules section 4.2)
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC620_dpc_Nondisclosure_Indemnity.pdf

2) EXHIBIT 2 – PROGRAM/TECHNICAL EXHIBIT

Section 2A: Mandatory Minimum Requirements (Pass/Fail)

- 2.1 Confirm (YES / NO) that your organization’s Interim Housing facility locations are located within San Diego County, accessible by public transportation, and compliant with the Americans with Disabilities Act (ADA).
YES NO (DISQUALIFYING)

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)

PROBATION DEPARTMENT

LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 2.2 Confirm (YES / NO) that your organization will provide 24/7 staffing coverage, including a live-in House Manager at each site, with additional on-site coverage when the House Manager is off-site.
YES NO (DISQUALIFYING)
- 2.3 Confirm (YES / NO) that your organization’s facilities meet all required licensing and regulatory requirements, including CDSS, Title 15, Title 22, Title 24, ADA, Fire and Life safety, sanitation, and structural standards.
YES NO (DISQUALIFYING)
- 2.4 Confirm (YES / NO) that your organization will maintain a zero-tolerance policy for drugs, alcohol, violence, threats of violence, and criminal activity, and will report violations to Probation within required timeframes, including calling 911 for emergencies.
YES NO (DISQUALIFYING)
- 2.5 Confirm (YES / NO) that your organization will cooperate with Probation site inspections.
YES NO (DISQUALIFYING)
- 2.6 Confirm (YES / NO) that your organization will permit Probation to conduct Fourth Waiver searches of youth and youth-accessible areas as required by the contract.
YES NO (DISQUALIFYING)
- 2.7 Confirm (YES / NO) that your organization prohibits overnight guests anywhere on the premises, including youth and staff areas.
YES NO (DISQUALIFYING)
- 2.8 Confirm (YES / NO) that your organization can meet gender-appropriate housing requirements, including individualized assessment and safety considerations for transgender youth.
YES NO (DISQUALIFYING)
- 2.9 Confirm (YES / NO) that your organization has internal financial controls for flexible funds, including receipts, tracking logs, Contracting Officer Representative (COR) pre-approval for restricted items, and safeguards against misappropriation.
YES NO (DISQUALIFYING)
- 2.10 Confirm (YES / NO) that your organization will bill Medi-Cal for all eligible clients and services and will not seek County reimbursement for Medi-Cal-covered services.
YES NO (DISQUALIFYING)
- 2.11 Confirm (YES / NO) that your organization will utilize Probation’s Community Resource Directory (CRD) for referrals, attendance, reporting, and communication with Probation Officers.
YES NO (DISQUALIFYING)
- 2.12 Confirm (YES / NO) that your organization will comply with all confidentiality and data security requirements, including CJIS/CLETS/CJI security standards, HIPAA, PREA, and County IT/data policies.
YES NO (DISQUALIFYING)

Section 2B: Program Design and Approach

- 2.13 Provide a statement that Offeror has read, understands, and accepts the Exhibit A – Statement of Work (SOW). If Offeror does not accept all portions of the SOW, then provide a marked up redline version of the SOW that provides applicable alternative language with an explanation to support any alternative standards/language being proposed. Failure to specifically reject a proposed requirement(s) will be deemed

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

an acceptance of such requirement. Note: Non-acceptance of Statement of Work is evaluated as unfavorable and will be rated as such.

- 2.14 Describe how your program will provide equitable and sustainable safe, stable, and supportive housing in alignment with the Exhibit A - Statement of Work. Include how your organization will align with the Stepping Home Model and positive youth development principles, enforce house rules and grievance procedures, orient new clients, provide hygiene supplies and meals or food cards, ensure secure storage of client belongings, and maintain regular laundry and facility upkeep.
- 2.15 Describe your program's plan to deliver structured programming (minimum six (6) hours per week) and group sessions. Describe how life skills, workforce preparation, education support, and family engagement contacts will be integrated into the youth's ISP and documented. Include how staff qualifications and training will ensure fidelity to evidence-informed models.
- 2.16 Describe how your program will support youth engagement in school, vocational programs, job searches, applications, and employment readiness activities. Describe how you will ensure consistent attendance, monitor progress, coordinate with schools, and document outcomes in the IRP/ISP.
- 2.17 Describe how your program will support youth preparing for transition or discharge, including development of transition plans, warm handoffs to ECM/MCP and community providers, assistance with education and employment pathways, and applications for public benefits. Describe how the Contingency Housing Protocol will be activated when youth do not have confirmed housing.
- 2.18 Describe your program's plan for emergency preparedness and response. Describe how you will ensure client safety during emergencies, including relocation procedures, supply management, and how services will continue if operations are disrupted.
- 2.19 If the offeror also houses adult participants, the offeror shall provide a detailed plan describing how adult and youth program participants will be kept physically and programmatically separate at all times. The plan must address, at minimum, facility layout, staffing patterns, scheduling, supervision protocols, and any additional operational strategies used to ensure complete separation of adult and youth populations.
- 2.20 Provide a plan for program implementation. Include a Gantt chart (or a similar type of chart), with start dates and completion dates for all the actions leading up to a fully functioning program. The chart should show actions required, strategies employed, responsibilities (persons, organizations, agencies), dependencies (actions which must be completed before subsequent actions may be initiated or completed), and milestones (significant actions and dates in the implementation). Timeline shall extend through when first client is seen.

Section 2C: Organizational Capability, Experience, and Qualifications

- 2.21 Describe your organization's background and experience operating youth residential programs or similar service models. Including how many years your organization has provided experience providing residential services, LRPs, STRTPs, transitional housing, emergency shelter, or programs serving justice-involved youth. Explain the types of individuals or populations you have served, such as youth on probation or youth with behavioral health needs. Also describe the size of your program, including the typical number of beds available and the average number of clients served at one time and/or per year.
- 2.22 Provide an organizational chart and résumés and/or biographies for key personnel, including House Managers, supervisors, Clinical Case Managers, and direct care staff. Include a description of staff roles and responsibilities, how onsite staff will meet required staffing ratios, and how coverage will be maintained when the House Manager is off-site. In addition, include a sample policy that outlines how your organization manages staff vacancies to ensure continuity of services.
- 2.23 Describe your staff training plan, including how your organization will ensure staff receive training in trauma-informed care, PREA compliance, cultural responsiveness, and CLAS standards.
- 2.24 Submit completed Human Resource Plan, Emergency Intervention & Relocation Plan and Contingency Housing Protocol, Zero-Tolerance Policy (including drug testing, notification procedures, and emergency response), Visitation Policy, House Rules and grievance procedures, Orientation Agenda, Cultural & Linguistic Diversity Plan, policies for incident reporting, AWOL response, critical incident notification, and

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

4th Waiver search coordination, and confidentiality and information-sharing policies consistent with Local Rules of Court and consent requirements.

- 2.25 Provide a Facility Matrix that lists each site’s address, capacity, gender configuration, ADA accessibility features, and proximity to public transportation. **Attach copies of fire, health, and occupancy permits for each facility.**
- 2.26 **References:** Provide a minimum of three (3) positive business references for the Offeror’s most relevant similar projects or programs within the past three (3) years. References should not include San Diego Probation Staff. Each reference should be summarized in no more than one (1) page and should include the following:
- 2.26.1 Reference name and type of business.
 - 2.26.2 Reference address, telephone number and email address.
 - 2.26.3 Information for a contact person representing the reference (name, title, telephone number and email address). The reference contact person should be familiar with the Offeror and the Offeror’s experience and performance.
 - 2.26.4 Brief statement of the reference’s relationship to the Offeror and the period of the relationship.
 - 2.26.5 A summary of the work performed including:
 - 2.26.5.1 Description of work.
 - 2.26.5.2 Contract term and fee.
 - 2.26.5.3 Confirmation if the program services were completed with the original contract fee and term.
 - 2.26.5.3.1 If NO, describe reasons.

The County will make reasonable attempts to contact any reference and the inability to contact a reference may be treated as an unfavorable reference for evaluation purposes. An unfavorable response is a response from a listed reference stating that they would not enlist the company to perform services again in the future, or comments provided that the County deems to be substantially negative or reflective of substandard service.

The County reserves the right to contact County departments or any other agency for which a company has previously performed under contract. The County also reserves the right to make its own inquiries to other sources for which services have been performed but are not listed. The County may, at its sole discretion, disqualify a contractor if responses are considered unfavorable.

- 2.27 Indicate whether the Offeror is currently contracted as a justice-involved Enhanced Care Management (ECM) provider. If the Offeror is not currently contracted but intends to become one, provide an implementation plan that demonstrates how the organization will obtain ECM provider status within twelve (12) months of contract execution.
- 2.28 Describe your organization’s ability to coordinate with Medi-Cal managed care plans and Enhanced Care Management or Community Support providers under CalAIM to ensure eligible clients are connected to appropriate services.

Section 2D: Organizational Stability and Risk

- 2.29 Submit documentation demonstrating fiscal solvency and how Offeror will maintain solvency throughout the contract term. Briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.
- 2.30 Submit, as applicable, the most current un-audited financial statements, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 2.31 Submit, as applicable, the following information for the last three (3) fiscal years. Annual audit report to include:
- 2.31.1 Audited financial statements with the applicable notes.
 - 2.31.2 Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards.
 - 2.31.3 Independent Auditor’s Statement of Findings and Questioned costs.
 - 2.31.4 Management Letter (if applicable).
- 2.32 If Offeror does not have audited financial statements, submit un-audited financial statements for the last three (3) Fiscal Years, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).
- 2.33 Provide documentation that Offeror has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves.
- 2.34 Corrective Actions/Non-Compliance: Provide a summary and documentation of contract corrective action/non-compliance and Offeror’s compliance for the last three (3) contract years.
- 2.34.1 List all corrective actions issued, the agency issuing non-compliance, why the corrective actions were issued, the required corrective timelines, how they were resolved, and if they were resolved within the required timeline.
 - 2.34.2 Provide history of all programs on Corrective Action or Contract Risk Report over last three (3) years including program name, reason for corrective action, and length of time on corrective action.
 - 2.34.3 Provide a detailed listing of any breach or noncompliance, failure, or refusals to complete a contract; information on early termination and details of any and all liquidated damages assessed by any entity during the last three (3) years.
- 2.35 Litigation: Provide a description of any litigation and the resolution in the past five (5) years related to the Offeror’s contractual service provisions. Provide a brief explanation of the reasons for the actions, their status, how they were resolved, and if there were any penalties, fines or other actions taken.
- 2.35.1 Provide a copy of a letter from the Offeror’s attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent fiscal year.
 - 2.35.2 List information concerning the status of any lawsuits and pending litigation of Offeror and principals thereof, and a description of any litigation active in the past five (5) years related to Offeror’s past performance under contracts similar to the one proposed in this RFSQ.
 - 2.35.3 Explain if Offeror, or any of its officers, are presently the subject of any investigation, accusation, or charges by any federal, State, or local law enforcement agency; or licensing/certification body as certified in Paragraph 4.2.3 of the Representations and Certifications form in this packet.
 - 2.35.4 If none, state as such in the submittal response.

3) EXHIBIT 3 – COST/PRICE EXHIBIT

- 3.1 A Payment Schedule does not need to be submitted with Offeror’s SOQ. Pricing will not be evaluated as part of this qualifications-based selection process. Following the evaluation and ranking of firms, the County will initiate negotiations with the highest-ranked firm(s) to establish a contract with a fee that is fair and reasonable to the public agency. If a satisfactory agreement cannot be reached, negotiations will be terminated and initiated with the next most qualified firm, and so on, until a contract is awarded.

4) EXHIBIT 4 – ACCEPTANCE OF TERMS AND CONDITIONS

- 4.1 Confirm acceptance “YES/NO” of the County of San Diego’s Draft Agreement (including insurance requirements):

YES NO

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

4.1.1 If “NO,” provide a detailed list of exceptions to the Draft Agreement, the nature of its concern, and what terms the Offeror is willing to accept.

Note: The Offeror will be deemed to have accepted any terms and conditions of the Draft Agreement to which it does not take exception to in its proposal. The County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Offeror’s response to the solicitation unacceptable.

5) EXHIBIT 5 – CONFIDENTIAL PROPRIETARY

5.1 Include any Confidential/Proprietary Information in this exhibit, in accordance with RFSQ Instructions and Rules section 4.2.

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COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

E. REQUIRED FORMS

(RESERVED)

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COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

F. STATEMENT OF WORK

1. SCOPE OF WORK

Contractor shall provide Less Restrictive Programming (LRP) housing and supportive services for justice-involved youth under the supervision of the County of San Diego (County) Probation Department (Probation). Services shall include safe, structured, trauma informed, and developmentally appropriate housing with integrated case management, life skills training, behavioral health supports, and re-entry assistance. The LRP shall promote rehabilitation, stability, and successful reintegration by engaging youth in education, employment, and community resources, equipping them with essential skills to reduce recidivism and support long-term success.

2. BACKGROUND

2.1. On September 30, 2020, the State of California enacted Senate Bill (SB) 823, known as the Juvenile Justice Realignment Act of 2020. The legislation realigned juvenile commitments from the state, shifting that responsibility for the most serious youth offenders to individual counties. Additionally, the legislation required counties to create Juvenile Justice Realignment Plans, developed by a collaborative team, including the Chief Probation Officer, representatives from courts, district attorney, public defender, probation, social services, mental health, education, and community stakeholders, to ensure a continuum of local facilities, supervision, treatment, education, and re-entry supports.

In 2021, the Legislature followed up with Senate Bill 92 to strengthen realignment. It authorized counties to establish Secure Youth Treatment Facilities (SYTFs) within counties as viable options for youth placement in lieu of the Division of Juvenile Justice. Additionally, the court may order transfer of a youth from an SYTF to a Less Restrictive Program (LRP) such as a halfway house, camp or ranch placement, or community-based residential or non-residential service arrangement. The primary objective of an LRP is to support the youth's safe and successful reintegration back into their community, with sustained accountability and supervision. Probation seeks to expand community-based alternatives to detention through the provision of LRP programs that provide safe housing, supervision, and supportive services for youth.

Under Welfare & Institutions Code §875(f), when a youth is committed to a secure youth treatment facility, either the probation department or the youth can file a motion to transition the youth to a less restrictive program (LRP) (e.g., halfway house, camp/ranch, or residential/non-residential community program) provided the youth demonstrates substantial progress, the placement aligns with rehabilitation goals and community safety, probation's recommendations are considered, and necessary support services are included. The Court may, at any regularly scheduled treatment-review hearing or upon motion by the probation department or the ward, order placement of the youth in a LRP.

3. GOALS AND OBJECTIVES

3.1. Goals. Contractor shall:

- 3.1.1. Provide Safe and Supportive Housing. Deliver safe, secure housing that promotes stability and security for Secure Youth Treatment Facility (SYTF) eligible youth.
- 3.1.2. Support Probation Compliance and Personal Development. Assist youth in meeting probation conditions while supporting educational goals and life skills development.
- 3.1.3. Facilitate Successful Community Reintegration. Deliver individualized reintegration assistance, along with coordinated family engagement, to promote a safe and effective transition into the community.
- 3.1.4. Promote Education and Employment Engagement. Connect youth to educational opportunities, vocational training, and employment resources to foster responsibility and independence.
- 3.1.5. Develop Essential Life Skills. Equip youth with communication, problem-solving, financial literacy, and decision-making skills necessary for long-term success.
- 3.1.6. Reduce Recidivism. Implement programming that addresses underlying behaviors and supports positive outcomes through rehabilitation, restorative justice, trauma informed behavioral care, substance abuse treatment when appropriate, credible messenger mentorship, and family therapy and reunification services.

3.2. Outcome Objectives

- 3.2.1. 90% of youth shall maintain compliance with probation conditions while in the program, measured by incident reports and Probation Officer feedback.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 3.2.2. 90% of youth participate in programming and family engagement activities and receive documented re-entry planning prior to discharge.
- 3.2.3. 90% of youth shall demonstrate progress in education, employment, or life skills goals, measured by case records and progress reports.
- 3.2.4. 90% of youth complete life skills curriculum and demonstrate competency through pre/post surveys.

3.3. Process Objectives

- 3.3.1. Contractor shall provide LRP services to XXX (Offeror to Propose) eligible youth.

4. FOCUS POPULATION AND GEOGRAPHIC AREA

- 4.1. Focus Population. Contractor shall provide services to SYTF eligible youth between the ages of 16–25 years old who are recommended for placement in a Less Restrictive Program (LRP) following a review hearing before the Court, while still having remaining baseline custody time.
- 4.2. Geographical Area. Contractor shall provide services to youth from all regions of San Diego County.

5. DEFINITIONS

- 5.1. Unduplicated Youth: A youth who is counted once during a single contract year, regardless of the number of times the youth enters, exits, or receives services during that contract year.
- 5.2. Duplicated Youth: A youth who is counted more than once across multiple contract years, or is counted within the same contract year only when expressly authorized by the COR.
- 5.3. Annual Reporting Basis: At the start of each new contract year, all youth are counted again for annual reporting purposes. Contractor shall report both duplicated and unduplicated counts in annual reports, as required.
- 5.4. Ombudsperson: An independent, neutral person who helps review complaints, concerns, or disputes within and organization.

6. GENERAL REQUIREMENTS FOR SERVICE DELIVERY

- 6.1. Coordination and Collaboration. Contractor shall coordinate and collaborate with County of San Diego departments and agencies such as, but not limited to, the Probation Department, the Health and Human Services Agency, school districts, law enforcement agencies, community agencies, faith-based organizations, and community members to provide a continuum of services and a stable transition plan for the youth. Contractor shall outreach to public and private agencies to support a continuum of services for youth.
- 6.2. Culturally and Linguistically Appropriate Services (CLAS). To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Culturally and Linguistically Appropriate Service (CLAS) National Standards. The National CLAS standards are available through the U.S. Department of Health & Human Services at: [CLAS Standards - Think Cultural Health](#).
- 6.3. Community Resource Directory (CRD). Contractor shall enroll in and utilize the Probation’s CRD, an online database.
- 6.4. Release of Information. Contractor and any subcontractor(s) shall use standardized forms, as approved by the Contracting Officer Representative (COR), consenting to the release of information for all participants in clinician services to ensure the confidential exchange of information for evaluation purposes and continuity of care between providers.
 - 6.4.1. Contractor shall agree to comply with the Local Rules of Court related to Disclosure of Medical Information and Information Sharing.
 - 6.4.2. Contractor and subcontractors (if applicable) shall not reveal personal identities to any person or agency other than those listed on the consent form.
 - 6.4.3. Without exception, the consent form shall authorize the following agencies to access participant information: The San Diego County Probation Department and the program evaluation agency.
- 6.5. Consent to Receive Services. Contractor shall obtain youth and parent/guardian signature approval on the consent form prior to providing services.
 - 6.5.1. The court or Probation, via the court, may be considered a guardian and sign for youth to receive services.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 6.5.2. Contractor shall refer to Custody Consent Chart to determine authority for healthcare service provision to youth. The Custody Consent Chart can be found here: [2023CaMinorConsentConfChartFull.pdf](#)
- 6.6. Transportation. Contractor shall not use County funds to transport unescorted minor youth receiving services via taxicab or rideshare vehicles.
- 6.7. Length of Stay. The length of stay in the LRP is a maximum of twelve (12) months. The length of stay may be extended in thirty (30) day increments at the discretion of the COR, assigned Probation Officer or designee.
- 6.8. Unduplicated Youth. Youth receiving services shall be counted and reported as unduplicated within each contract year. At the start of a new contract year, youth may be counted again for annual reporting purposes. Annual reports shall distinguish between duplicated and unduplicated youth counts. In the event of extenuating circumstances, Contractor shall contact the COR for authorization, on a case-by-case basis, prior to initiating a new intake process.
- 6.9. Supportive System Visitation. Contractor shall allow family/support system visitation at a minimum of once (1) per week. Contractor shall have a visitation policy that is submitted to the COR for approval.
- 6.10. Family Engagement Plan. If appropriate and in addition to weekly visitation, Contractor shall schedule and document at least two (2) structured family engagement activities per month (e.g., family skills workshops, IRP review meetings). Attendance shall be recorded in the youth's file and reported in the Monthly Status Report (MSR).
- 6.11. Multi-Disciplinary Team (MDT) Meetings. Contractor shall facilitate MDT meetings a minimum of three (3) times per month to review new cases, reassess Individualized Rehabilitation Plans (IRPs), and address barriers to progress. MDT shall include youth, family/supports, Probation, behavioral health representatives, and education/vocational representatives.
- 6.12. Overnight Guests. Overnight guests of youth or House Managers are strictly prohibited anywhere on the premises at any time.
- 6.13. Initial Site Inspections. Prior to referring to and placing youth in housing, Probation shall conduct a site inspection at each home.
- 6.14. Recovery Residence Association. Contractor shall cooperate with the [Recovery Residence Association](#) (RRA) site evaluations to ensure appropriate youth housing. Formal participation in the RRA program shall not preclude service provision.
- 6.15. Stepping Home Model. Contractor shall operate LRPs consistent with the Stepping Home Model and meet the Standards of Excellence benchmarks (healing, trauma informed, culturally responsive, developmentally appropriate; equity advancing; rigorous implementation and ongoing assessment). Contractor shall include these standards in policies, training, and quality assurance.
- 6.16. Positive Youth Development. Program providers serving youth under the jurisdiction of the juvenile court shall ensure that program staff are familiar with positive youth development philosophy. Staff shall encourage youth to achieve self-sufficiency, enroll into academic or technical education programs, and create positive community linkages.
- 6.17. Intervention Fidelity. Contractor shall implement evidence-informed services with documented fidelity (session length, frequency, total dosage, qualified staff).
- 6.18. Rights Posting. Contractor shall post the Office of Youth and Community Restoration (OYCR) Youth Bill of Rights (English & Spanish) and Ombudsperson contact information in common areas and distribute in youth intake packets.
- 6.19. Fourth Waiver Searches. Contractor shall allow Probation to perform routine and random fourth waiver searches (this applies only to youth and their property, space and common areas to which they have access who have waived their constitutional right against warrantless searches and seizures as a condition of their supervision) which are normally conducted between the hours of 7:00 am and 10:00 pm. If exigent circumstances exist, an exception may be authorized by the COR on a case-by-case basis.
- 6.20. Zero Tolerance Policy. Contractor shall maintain a zero-tolerance policy for drugs and alcohol use on and off premises. Suspected or confirmed violations shall be reported to the COR and youth's assigned Probation Officer within twenty-four (24) hours, including weekends and holidays.
- 6.20.1. Contractor shall conduct random drug testing and notify assigned Probation Officer and email all positive test results to the COR.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)

PROBATION DEPARTMENT

LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 6.20.2. Contractor shall call 9-1-1 to report violations such as assault, threats of violence, theft, or other criminal activity (e.g. drug dealing). This also includes youth suspected of overdose, medical or mental health crisis.
- 6.20.3. Contractor shall also notify Probation, guardians, and the placing agency within an hour of the incident if a youth is suspected of having overdose, medical and/or mental health crisis while under the provider care.
- 6.20.4. Contractor shall provide a written incident report within twenty-four (24) hours with follow-up documentation demonstrating care provided, medical/clinical assessment, referral or transport to higher level medical or psychiatric facilities if needed.
- 6.21. Residence Rules. Contractor shall develop and maintain residence rules, including grievance procedures, the non-discrimination, anti-bullying, and zero-tolerance policies, and provide to COR for review and approval.
 - 6.21.1. The rules shall be provided to each youth upon acceptance into the program.
 - 6.21.2. The rules shall be posted in the common areas of the residence.
- 6.22. Incident Reporting. Contractor shall document all probation compliance incidents (e.g., curfew violations, unauthorized absences, positive drug tests) within twenty-four (24) hours using a standardized Incident Report form approved by the COR. Summaries shall be transmitted weekly to the assigned Probation Officer and COR. Contractor shall maintain a real-time compliance log to calculate monthly compliance rates for MSR reporting.
- 6.23. Contractor shall notify the COR or designee within twenty-four (24) hours of receiving a grievance alleging safety concerns, staff misconduct, potential abuse, or neglect, or any issues that may affect youth's placement stability.
- 6.24. Contractor shall provide Probation with timely access to the grievance documentation, investigation steps, and status updates upon request.
- 6.25. Contractor shall work with Probation to determine appropriate actions or remedies to include increased supervision, service adjustments, or supportive interventions.
- 6.26. Where a grievance suggests that continued placement may compromise youth safety or well-being, Contractor shall cooperate with Probation in evaluating the need for relocation, alternative placement, or protective measures.
- 6.27. Contractor shall ensure youth are informed they can contact Probation directly for support related to grievances or conditions of placement.
- 6.28. Contractor shall notify the COR or designee immediately and no later than two (2) hours of any incident involving other persons in the home or facility that could pose a risk to youth's safety including but not limited to: suspected drug use, possession, distribution, overdoses or suspected overdoses, criminal activity, arrests, threats of violence, or unsafe living conditions.
- 6.29. Emergency Intervention Plan. Contractor shall develop and implement an Emergency Intervention and Relocation Plan to ensure the safety and continuity of care for youth in the event the facility or house must be shut down. The plan shall include:
 - 6.29.1. Identification of alternate housing options, to be approved by Probation.
 - 6.29.2. Procedures for safe and timely transportation of youth to the alternate location.
 - 6.29.3. Immediate notification to the assigned Probation Officer and COR upon activation of the relocation plan.
 - 6.29.4. Steps to maintain continuity of services, including Individualized Rehabilitation Plans (IRPs), medical care, and behavioral health supports.
 - 6.29.5. A communication protocol for informing youth, families, and relevant stakeholders.
 - 6.29.6. Designation of staff roles and responsibilities for executing the relocation plan.
 - 6.29.7. The relocation plan shall be submitted to the COR for review and approval within thirty (30) days of contract execution and updated annually or as needed.
- 6.30. Flexible Funds
 - 6.30.1. Flexible Funds are intended to be driven by client need and support client achievement of identified plan and treatment goals. Not all clients may require or receive flexible funding. Contractors shall apply the following guidelines for flexible fund usage and report usage monthly to the COR utilizing the Monthly

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

Flexible Funds Report. Contractors shall demonstrate that they have appropriate controls in place to manage flexible funds, including written and applied systems and processes.

- 6.30.2. Managing flexible funds calls for partnership between contractor’s direct service staff and fiscal staff that are often not present during “normal” service delivery. Therefore, it is critical that Contractor be able to track and account for the flexible funds used and to have clear communications between direct service staff, office management staff and the fiscal department.
- 6.30.3. Exhibit C – Payment Schedule Flexible Funds line-item in payment schedule shall be determined at contract execution or may be added during the contract term via amendment or administrative adjustment. Flexible funds shall be a restricted item on the Exhibit C – Payment Schedule. Contractors may not exceed this restricted line-item amount without prior written approval from the COR.
- 6.30.4. Direct Client Use. Flexible funds are monies of last resort. Solutions such as the person’s/family’s personal resources, donations, low-cost or no-cost community service programs, etc., shall always be explored first to meet the client’s needs.
- 6.30.5. Contractor shall use flexible funds reasonably and cautiously based on client needs to support the client’s service plan goals on an individual basis. There shall be a direct and clear correlation to the service plan and client outcomes for flexible fund usage. Flexible funds shall be utilized when no other funds are available and the need is identified in the client record (e.g., progress note or service plan). Flexible funds shall only be used to purchase items for needs and expenses as supported in the client record. Flexible funds shall not be used for tobacco, lottery tickets, or alcohol. Reasonable tips or gratuities are allowable but must be itemized on the receipt.
- 6.30.6. Other Acceptable Use. Flexible funds may be used for special events, program outings, expenses for group activities and similar events. Prior written approval from the COR shall be required prior to planning these events to avoid disallowance.
- 6.30.7. Contractor shall use discretion when dealing with flexible funds and provide a clear justification for each expense. All expenditures shall be reasonable and are subject to County/COR approval.
- 6.30.8. Contractor shall be responsible for maintaining a copy of all funding requests and authorization of purchases. Contractor shall obtain and keep itemized receipts for all expenditures.
- 6.30.9. Contractor shall pay flexible funds directly to vendors and shall not dispense funds directly to clients, except where a small amount of cash (e.g., \$10) may be given to client in emergency or special need situations when appropriate, related to the client’s service plan and consistent with established provider policies (an example would be emergency food for the weekend or a supply of quarters to use for doing laundry when payment for such is otherwise not possible). Clients shall provide itemized receipts for items purchased with emergency cash whenever possible. Note that provision of cash to a client is only allowable after all other reasonable options have been exhausted and justification for such shall be entered into the log and Monthly Flexible Funds Report.
- 6.30.10. All flexible fund expenses exceeding the limits indicated in the Exhibit C – Payment Schedule shall require COR, or designee, written pre-approval. In addition, Contractors shall discuss all unusual or non-customary purchase requests, with the COR in advance to avoid disallowance of the expense after it has been purchased.
- 6.30.11. Contractor shall report all flexible fund expenditures on a monthly basis on the Monthly Flexible Funds report and COR will provide feedback if issues are identified. The Monthly Flexible Funds Report is to be submitted with the monthly reimbursement claim. All fields shall be completed which include date of purchase, item/description, rationale, and cost. Items exceeding the limits described above will include date of COR written pre-approval, and a copy of the approval must be included with the claim.
- 6.30.12. Contractor Oversight/Monitoring. Contractor shall have adequate internal controls and procedures in place to mitigate misappropriation of flexible funds. At a minimum:
 - 6.30.12.1. Item purchases shall be supported by itemized receipts and follow the Contractor’s internal purchase policies.
 - 6.30.12.2. Disbursement of items purchased with flexible funds shall be accounted for by tracking logs which indicate at a minimum:
 - 6.30.12.2.1. Name of the recipient

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 6.30.12.2.2. Amount of tem
- 6.30.12.2.3. Date disbursed
- 6.30.12.2.4. Signature of Contractor employee authorizing the disbursement
- 6.30.12.2.5. Signature of client receiving the disbursement
- 6.30.12.2.6. In the rare occasion that client is not able to sign, a supervisor’s countersignature is required.
- 6.30.12.2.7. Contractor shall ensure that client is not able to see other client names on the disbursement log.
- 6.30.12.2.8. Low-cost items purchased in bulk (e.g., toiletries, undergarments, linens, etc.) shall be reported on form. Distribution of low-cost bulk purchased items does not have to be reported on form but shall be adequately tracked.
- 6.30.12.3. Contractors shall be prepared to provide back-up documentation for expenses on monthly invoices. Purchase receipts (itemized), tracking logs, COR pre-approvals, and internal policies shall be retained and made available for COR review and inspection at any time.
- 6.30.13. Misappropriation. in the event Contractor discovers suspected or potential misappropriation of flexible funds, Contractor shall contact the assigned COR within two (2) hours of the discovery. If flexible funds are utilized in an urgent/emergent situation and do not meet the requirements above, it is expected that those funds be replenished and the transaction documented in the Flexible Fund Log. Items purchased using flexible funds that fall outside of these guidelines shall be disallowed by the COR.
- 6.31. Incentive Support
 - 6.31.1. Contractor shall support Probation in encouraging client and family success while participating in therapy.
 - 6.31.1.1. Contractor shall develop an incentives program plan that details the incentive amounts and frequency disbursed to clients and their families.
 - 6.31.1.2. Contractor shall account for incentive disbursement through tracking logs that shall be submitted with the monthly invoice. At a minimum, the logs shall include:
 - 6.31.1.2.1. Name of recipient
 - 6.31.1.2.2. Amount disbursed
 - 6.31.1.2.3. Date disbursed
 - 6.31.1.2.4. Reason for incentive
 - 6.31.1.2.5. Signature of contractor staff authorizing disbursement
 - 6.31.1.2.6. Signature of recipient of disbursement
- 6.32. CalAIM. Contractor shall support care coordination efforts by collaborating with CalAIM Enhanced Care Management and Community Support Providers.
 - 6.32.1. Youth determined to be eligible for Medi-Cal benefits under Title 22, California Code of Regulations, and for whom Medi-Cal is the primary payer for covered services, shall be referred to enrolled Medi-Cal providers or, if applicable, to their respective Medi-Cal managed care plans, for the receipt of all community support services. This referral requirement extends to all covered services within the scope of the Medi-Cal program as defined in Title 22 and outlined in the applicable Medi-Cal benefit packages.
 - 6.32.2. In the event that Contractor provides services to youth covered under the Medi-Cal program, Contractor shall bill and seek reimbursement from the Medi-Cal program for those services and shall not seek additional reimbursement from the County.
 - 6.32.3. Contractor shall inform COR when working with managed care plans for CalAIM funding opportunities that overlap with this contract to promote a systematic approach to coordinate care.
 - 6.32.4. Contractor shall ensure minimum California Department of Healthcare Services (DHCS) standards are met when working with Medi-Cal Managed Care Plans.
 - 6.32.5. Contractor shall inform the COR if any Medi-Cal youth were referred to alternate services, and/or if services were provided and claimed to Medi-Cal.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

7. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY

- 7.1. Contractor is solely responsible for ensuring awareness of and compliance with all legislation, regulations, and relevant requirements governing the provided services.
- 7.2. Referrals. Youth shall be referred for placement into the program by court order after evaluation of youth progress.
 - 7.2.1. Contractor shall not be reimbursed for youth placed into the program without an appropriate referral from the court.
 - 7.2.2. Contractor shall respond to all referrals within 48 hours, including weekends and holidays.
 - 7.2.2.1. Referrals shall be acknowledged within twenty-four (24) hours and accepted or declined within forty-eight (48) hours. Contractor shall notify Probation Officer and COR if Contractor does not want to accept a referral.
- 7.3. Acceptance. Contractor shall accept youth for placement into the program who are court-ordered to participate in a Less Restrictive Program. Contractor shall send notification to the youth's assigned Probation Officer within twenty-four (24) hours when a referred youth has been accepted for placement.
- 7.4. Intake. Contractor shall complete an intake for all referred and accepted youth within ten (10) business days of referral, including:
 - 7.4.1. An intake screening of all accepted youth, providing an orientation to program rules and site policies, an assessment of risk factors and determination of room placement. The screening tool shall be reviewed and approved by Probation prior to use. Youth shall acknowledge receipt and understanding of these program expectations during the intake process.
 - 7.4.2. Review of program expectations for participation in services, including a description of unacceptable behaviors and infractions that would result in nonpunitive, graduated responses.
 - 7.4.2.1. Return to a secure setting shall occur only for material failure to comply, with credit applied for time served in the LRP and no extension of the baseline confinement term based on infractions.
 - 7.4.3. Criteria for program completion.
 - 7.4.4. Monitoring protocols and communication requirement for youth when leaving or returning to the facility.
 - 7.4.5. Contractor shall develop an acknowledgement form including the above information to serve as an attestation that the youth is aware of the program rules and expectations and agrees to participate.
- 7.5. Individualized Service Plan (ISP). Contractor shall develop and maintain Individualized Service Plans (ISPs) in collaboration with youth and families. Contractor shall receive and retain the Individual Rehabilitation Plan (IRP) developed by Probation at commitment and shall continue to update the IRP throughout the youth's participation in services. The ISP shall incorporate and support the goals, milestones, and requirements identified in the IRP. ISPs shall be completed within ten (10) business days of intake. Contractor shall provide the completed ISP, and all subsequent updates, to Probation in a timely manner.
 - 7.5.1. Contractor shall reassess ISPs every thirty (30) days to track youth progress and adjust services.
 - 7.5.2. Contractor shall document gradual exposure to the community (e.g., step downs, increasing privileges, community engagement) and demonstrate how each youth's ISP guides movement across the continuum toward home.
 - 7.5.3. ISPs shall be developed and reviewed by a Multi-Disciplinary Team (MDT) consisting of youth, family/supports, Probation, behavioral health representative(s), education/vocational representative(s), with notes stored in the youth's file.
- 7.6. Service Referral. Contractor shall connect youth with additional services based on the ISP. Contractor shall:
 - 7.6.1. Refer youth to existing resources within the community according to their ISP.
 - 7.6.2. Refer eligible youth to Probation's Substance Use Disorder Contractor as needed for substance use related services.
 - 7.6.3. Refer eligible youth and their family to and coordinate care with County Behavioral Health Services, Probation's Family Therapy Contractor(s), and other community-based providers to ensure continuity of care.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 7.6.4. Refer youth to Probation’s Comprehensive Credible Messenger Mentoring Program Contractor(s).
- 7.6.5. Refer eligible youth to Probation’s Resilience Is Strength and Empowerment (RISE) Contractor(s).
- 7.6.6. Assist families in navigating public and private health insurance systems to access behavioral health and trauma treatment.
- 7.7. Resident Facility. Contractor shall provide fully furnished bedrooms, shared bathrooms, and common living areas for dining, group activities, and relaxation.
 - 7.7.1. Contractor’s facility shall have controlled-access entry systems and security cameras in common areas to ensure safety while respecting privacy.
 - 7.7.2. Residences shall be fully and comfortably furnished with access to bathrooms and communal living areas.
 - 7.7.2.1. Youth shall be provided with a secure storage area for their personal belongings.
 - 7.7.2.2. Beds shall be in a frame off the floor with a clean and sanitary mattress. Mattresses shall be disinfected upon exit of a youth from the program.
 - 7.7.2.3. All furniture shall be anti-ligature, in good condition, and suitable for the program’s services.
 - 7.7.2.4. Bathrooms must have at least one (1) shower. Multiple shower stalls shall have privacy partitions. Bathrooms and showers shall be clean and in good working condition.
 - 7.7.3. Contractor shall provide access to on-site laundry facilities and detergent at no cost to the youth. Facilities and equipment shall be cleaned and maintained monthly.
 - 7.7.4. Contractor shall ensure residents have access to phones, virtual platforms, and reliable Wi-Fi to support telehealth, education, job searches, and family engagement.
 - 7.7.4.1. Residences shall have reliable and secure Wi-Fi and technology access for education, telehealth, and job readiness.
 - 7.7.5. Contractor shall provide a full kitchen, including functional refrigerator, stove and microwave.
 - 7.7.5.1. Refrigerators, microwaves, coffeemakers, stoves and any other appliances used for food preparation shall be cleaned daily and maintained/replaced as needed. All food items shall be stored appropriately to prevent spoilage.
 - 7.7.6. Contractor shall provide outdoor spaces designed to promote wellness and connection.
 - 7.7.7. Contractor shall provide a landline telephone with voice messaging service at each location(s).
 - 7.7.7.1. Contractor shall provide each location’s phone number to the assigned Probation Officer and COR.
 - 7.7.8. Contractor shall place a maximum of four (4) youth per bedroom, unless otherwise authorized by the COR.
 - 7.7.8.1. Bedrooms shall be gender specific. Bedrooms shall be designated for a single gender only. No mixed gender sleeping arrangements are permitted.
 - 7.7.8.2. Male Youth or a youth who identifies as male: housing assignments shall respect that youth’s gender identity.
 - 7.7.8.3. Female Youth or a youth who identified as female: housing assignment shall respect the youth’s gender identity.
 - 7.7.8.4. Transgender youth or a youth whose gender identity is different from the youth’s sex assigned at birth: housing assignments shall be based on the youth’s affirmed gender identity unless the youth requests otherwise or safety considerations require individualized assessment.
 - 7.7.8.5. In deciding whether to assign a transgender youth to a male or female housing bedroom, and in making other housing and programming assignments, the contractor shall consider on a case-by- case basis whether a placement would ensure the client's health and safety, and whether the placement would present management or security problems. Serious

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

consideration will be taken regarding the youth's own view with respect to his/her own safety.

- 7.7.8.6. The contractor shall reassess housing placement and programming assignments for each transgender youth during their program at least twice each year to review any threats to safety experienced by the youth.
 - 7.7.8.7. Transgender youth shall be given the opportunity to shower and use bathroom facilities separately from other youth.
 - 7.7.8.8. Probation shall assess and document each youth's self-identified gender while in custody and prior to release. If a youth identifies as transgender, Probation will note that in their case file and inform the program before placement to ensure appropriate housing.
- 7.8. Program Completion Criteria. To be considered for successful completion, youth shall meet the following criteria, as applicable:
- 7.8.1. Youth has demonstrated consistent participation in all required program services, activities, and interventions.
 - 7.8.2. Youth has achieved the goals and milestones identified in the Individual Rehabilitation Plan (IRP) and supported through the Individualized Service Plan (ISP).
 - 7.8.3. Youth has demonstrated measurable progress in the development of prosocial skills, including decision-making, communication, coping strategies, and other competencies targeted through services. For purposes of this section, "measurable progress" means documented improvement in skills or behaviors based on established objectives in the IRP/ISP, as evidenced by provider observations, assessment tools, completion of program assignments or modules, or other written indicators showing advancement toward identified goals.
 - 7.8.4. Youth has engaged in educational or vocational activities in accordance with the IRP/ISP, demonstrating appropriate attendance, effort, and progress. For purposes of this section, "appropriate attendance" means the youth maintains consistent participation with no unexcused absences and no pattern of tardiness, and achieves an overall attendance rate of at least 90 percent, excluding excused absences.
 - 7.8.5. Youth has completed required program assignments, therapeutic modules, or activities.
 - 7.8.6. A transition or aftercare plan has been completed in collaboration with the youth and family, including linkages to ongoing supports or services.
- 7.9. Youth Clothing. Contractor shall ensure that each youth participating in the program is provided with clean, weather-appropriate, and size-appropriate clothing sufficient to meet the youth's daily needs and safety requirements. Clothing shall be maintained in good condition, free of damage, and replaced as necessary to ensure dignity, comfort, and appropriate community appearance.
- 7.10. Technology and Computer Access. Contractor shall provide youth with access to functional computers or laptops equipped with internet connectivity to support educational participation, completion of school assignments, online learning, job searches, résumé preparation, employment applications, tele education platforms, and other approved program activities. Contractor shall ensure that:
- 7.10.1. A sufficient number of devices are available to meet youth needs without unreasonable delay;
 - 7.10.2. Devices are maintained in good working order, regularly updated, and repaired or replaced as necessary;
 - 7.10.3. Appropriate safeguards and content filtering systems are in place to ensure safe and appropriate use; and
 - 7.10.4. Access schedules and usage logs are maintained and made available to Probation upon request.
- 7.11. Facility Requirements
- 7.11.1. Contractor shall possess and maintain appropriate licensing to operate in California.
 - 7.11.2. Contractor facility shall meet California Department of Social Services (CDSS) standards for safety, care, and if applicable, specialized mental health programming.
 - 7.11.3. Contractor facility shall be accessible by public transportation and in compliance with the Americans with Disabilities Act (ADA) and California Code of Regulations, Title 15, Title 22, and Title 24.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)

PROBATION DEPARTMENT

LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 7.11.4. All areas shall be kept clean, free of vermin, bed bugs, and their residue, contaminated water, noxious odors, and accumulated dirt.
 - 7.11.4.1. Any case of vermin or bed bugs shall be reported in writing to the COR within twenty-four (24) hours of discovery.
 - 7.11.4.2. Proof of remediation shall be submitted in writing to the COR within seventy-two (72) hours after discovery.
 - 7.11.5. Medication, maintenance supplies, or any toxic materials shall be stored appropriately in secured areas and used according to house procedures.
 - 7.11.6. Wastebaskets and trash cans shall be emptied daily, and outdoor bins and dumpsters shall be emptied according to the trash vendor schedule but no less than one time per week, cleaned and disinfected as necessary. Areas surrounding trash receptacles shall be cleaned weekly.
 - 7.11.7. All occupied areas shall have adequate ventilation.
 - 7.11.8. All sites shall have a fully equipped first aid kit, posted emergency exit plan, operational fire extinguishers, smoke and carbon monoxide detectors. Extinguishers and detectors shall be tested monthly and replaced if needed. Monthly tests shall be documented and available for Probation review upon request.
 - 7.11.9. All electrical wiring shall meet appropriate codes.
 - 7.11.10. All floors and walkways shall be free of all tripping hazards and other obstructions.
 - 7.11.11. Indoor and outdoor lighting shall be provided by Contractor.
 - 7.11.12. Smoking, if allowed by the program, shall occur only in designated outdoor smoking areas with adequate disposal receptacles away from entrances and exits.
 - 7.11.13. Roof, walls, ceilings, and floors shall be maintained in good condition, i.e. no peeling paint, rotting wood, etc. They shall be free of mold and mildew, water damage, and rust.
 - 7.11.14. All decorative art shall be appropriate and secured.
 - 7.11.15. Window treatments shall be in good condition.
 - 7.11.16. Emergency, fire, and safety procedures and exit maps shall be posted in public areas.
 - 7.11.17. Contractor shall ensure that linens are washed weekly. Linens shall always be washed upon exit of a youth from the program.
- 7.12. Facility Monitoring and Documentation. Contractor shall implement and maintain a written facility monitoring system to ensure ongoing compliance with all Facility Requirements. Contractor shall:
- 7.12.1. Conduct and document routine inspections of the facility, including but not limited to cleanliness; pest free conditions; maintenance of equipment and safety devices; storage of hazardous materials; waste management; ventilation; lighting; and structural conditions.
 - 7.12.2. Maintain logs of all inspections, maintenance activities, corrective actions, pest control services, safety equipment testing (including monthly fire extinguisher, smoke detector, and carbon monoxide detector checks), and any incidents related to facility conditions.
 - 7.12.3. Retain all monitoring records for a minimum of three (3) years or longer if required by applicable law or regulation.
 - 7.12.4. Make all facility monitoring logs, inspection records, test results, remediation documentation, and related reports available to Probation for review upon request.
- 7.13. Resident Engagement and Communication. Contractor shall conduct bi-weekly house meetings to review safety expectations, program updates, and provide youth an opportunity to voice concerns and suggestions. Meeting notes shall be documented and available for COR review.
- 7.14. Family and Support System Engagement
- 7.14.1. Contractor shall provide technology and staff support to facilitate virtual family engagement when in-person visits are not feasible.
 - 7.14.2. Contractor shall assist youth in strengthening communication skills and establishing healthy boundaries with family and natural supports.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 7.15. Medication Management. Contractor shall maintain locked medication storage and implement protocols consistent with Recovery Residence Accreditation (RRA) standards, including procedures for Medication-Assisted Treatment (MAT) items and self-administration safeguards.
- 7.16. Hygiene Packet. Contractor shall provide hygiene packets to each youth upon placement into the program. At a minimum, the packet shall include soap, shampoo, toothbrush, toothpaste, deodorant, comb, and feminine hygiene products (as applicable).
- 7.17. Meals. Contractor shall provide each youth with the equivalent of two snacks and three meals per day per California Code of Regulations, Title 15, Sections 1460 and 1461. The meals may be Contractor-provided meals, food cards or food vouchers redeemable at local stores, or a combination of meals and food cards/vouchers.
- 7.18. Medical Services. Contractor shall have available, as needed, primary medical services, vaccinations, and laboratory services for all residential youth.
 - 7.18.1. Contractor shall coordinate dental and vision care (including orthodontic evaluation when clinically indicated) through Medi-Cal or other coverage.
 - 7.18.2. Appointments and completions shall be documented in the youth's files.
- 7.19. Sign-In Sheets. Contractor shall use sign-in sheets to track youth.
 - 7.19.1. Youth shall sign in and out each time they leave the house. All youth must be present by 6 pm to be claimable for the day. Any exceptions to these requirements must be preapproved by the House Manager (or designee), and such pre-approval shall be documented in the client's file.
 - 7.19.2. Sign-in sheets must be signed by the youth to be claimable.
 - 7.19.3. Contractor may utilize a scanning system in lieu of sign-in sheets.
- 7.20. Youth Survey. Contractor shall create and administer a pre- and post-survey to youth both before starting services and after completing services.
- 7.21. Contractor shall also administer additional feedback tools upon COR's request to support evaluation and continuous improvement.
 - 7.21.1. Pre- and post-survey tools shall be approved by COR.
 - 7.21.2. Contractor shall measure and compare the youth's progress and the effectiveness of the interventions over time by comparing the baseline data from the pre-survey to the post-survey results.
 - 7.21.3. Survey Timing. Pre-survey shall be administered within 7 days of intake; post-survey within 14 days prior to exit. If a youth exits unexpectedly, Contractor shall administer a make-up post-survey within 30 days post-exit, with all attempts to contact documented in the youth's record. For youth who are absent without leave (AWOL), Contractor shall continue reasonable attempts to contact and administer the post-survey for up to thirty (30) days following the AWOL episode. For purposes of this section, "reasonable attempts" means a minimum of three (3) documented outreach efforts made through at least two (2) different methods of contact, which may include phone calls, text messages, email, written correspondence, or outreach to listed emergency contacts. Attempts shall be made across multiple days and at varied times, and each effort shall be documented in the youth's record.
- 7.22. Life Skills. Contractor shall ensure that youth have access to courses or activities designed to build independent life skills and long-term self-sufficiency. These services may be provided directly by the contractor or through referrals to appropriate community-based providers.
 - 7.22.1. Courses shall be ongoing throughout a youth's residency and support the youth's ISP.
 - 7.22.2. Learning objectives shall include: personal development, critical thinking, decisions and consequences, creating positive daily routines, delayed gratification, health/wellness, cooking, personal grooming, cleanliness/hygiene, first aid, social skills, financial literacy, communication, problem-solving, goal setting, entrepreneurship, and time management.
 - 7.22.3. Contractor shall provide vocational exposure through partnerships or affiliated businesses.
 - 7.22.4. Minimum Participation. Each youth shall complete a minimum of six (6) hours per week of structured programming (life skills and group sessions) and at least two (2) documented family engagement contacts per month, unless clinically contraindicated. Attendance and progress shall be documented in the youth's IRP.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 7.23. Group Sessions. Contractor shall provide youth with referrals to group sessions, as needed, and document participation. Group Sessions shall include:
- 7.23.1. Healthy Relationship reinforcing positive relationships based on gender identity, expression, or behavior
 - 7.23.2. Substance abuse
 - 7.23.3. Harm reduction
 - 7.23.4. Victim awareness and restorative justice sessions (e.g., harm repair planning, circle processes)
 - 7.23.5. Peer support/cohort groups facilitated by trained staff or credible messengers; attendance logged to the IRP
- 7.24. Pre-Release Services
- 7.24.1. Contractor shall ensure appropriate linkages to care post-release, including transition planning services and proactive referral for treatment to appropriate resources for ongoing medical needs after release.
 - 7.24.2. Contractor shall participate in warm handoff with Enhanced Care Management (ECM) Managed Care Plans (MCP) and Behavioral Health Services (BHS) for eligible and/or enrolled youth.
 - 7.24.3. Contractor shall complete a final reentry care plan documented in the youth's record.
 - 7.24.4. Contractor shall confirm that the youth has a Medi-Cal Benefits Identification Card (BIC) if required upon release.
 - 7.24.4.1. Contractor shall assist the Probation re-entry officers in ensuring all youth who are eligible are enrolled in Medi-Cal.
 - 7.24.5. Contractor shall identify appropriate housing options for youth, such as subsidized housing, permanent supportive housing, affordable and market rate housing, and other permanent housing opportunities.
 - 7.24.6. Contractor shall assist youth interested in gainful employment or career development by guiding them through potential barriers.
 - 7.24.7. Contractor shall support youth interested in expanding their education at a public institution, including obtaining a college degree, a California-issued professional license, or a program certificate in vocational education.
 - 7.24.7.1. Contractor shall assist youth with completing applications, purchasing supplies, paying enrollment fees, facilitating transportation, filling out financial aid documents, and transferring transcripts.
 - 7.24.8. Contractor shall assist youth with applications and documents required in accessing public assistance benefits and other public programs.
 - 7.24.8.1. Contractor shall assess and determine youth needs and eligibility related to other public assistance programs including, but not limited to, Medi-Cal and CalFresh, and support youth with preparing successful applications.
 - 7.24.9. Contractor shall conduct at least one (1) family-inclusive reentry planning conference no later than fourteen (14) calendar days prior to program exit. Attendance and action items shall be documented in the youth's record.
 - 7.24.10. Transition Pathway Map. Contractor shall maintain a pathway map for each youth showing step-down stages, target timeframes, and required supports.
 - 7.24.10.1. Contractor shall review the map monthly in MDT and record it in the youth's file.
- 7.25. Contingency Housing Protocol. If a youth in an LRP has no confirmed permanent housing seven (7) calendar days prior to the planned discharge date, Contractor shall activate the Contingency Housing Protocol. This requirement applies regardless of youth age, probation status, or discharge type.
- 7.25.1. Contractor shall develop a Contingency Housing Protocol and provide to Probation for review and approval.
 - 7.25.2. Emergency and Interim Placement Options. Contractor shall secure an appropriate short-term, emergency, or transitional placement a minimum of twenty-four (24) hours prior to discharge. Acceptable interim placements may include:

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 7.25.2.1. Emergency youth shelter or crisis-respite bed.
- 7.25.2.2. Short-term transitional residential placement.
- 7.25.2.3. Scattered-site supervised housing or host-home style placement modeled after transitional living programs.
- 7.25.2.4. Other community-based temporary housing resources designed for unaccompanied or system-impacted youth.
- 7.25.2.5. All interim placements shall meet minimum safety, supervision, and youth-appropriate standards and be consistent with a trauma-informed, developmentally appropriate approach.
- 7.25.3. Safety and Suitability Verification. Before any interim placement is approved or utilized, Contractor shall complete and document a safety and suitability review. No interim placement shall be used prior to completion and documentation of this safety review. The review shall examine:
 - 7.25.3.1. Physical safety of the site.
 - 7.25.3.2. Accessibility to youth services, transportation, school, and employment.
- 7.25.4. Pre-Approval and Documentation. All interim or emergency housing placements shall be pre-approved by the supervising Probation Officer (or designee). Contractor shall document the approval in the youth's file. The document shall include:
 - 7.25.4.1. Placement type and location.
 - 7.25.4.2. Reason for contingency housing is required.
 - 7.25.4.3. Safety assessment results.
 - 7.25.4.4. Date, time, and approving staff.
 - 7.25.4.5. Expected duration of the interim placement.
- 7.26. Aftercare and Reentry Services
 - 7.26.1. Contractor shall work with Probation to coordinate aftercare services to support youth that are focused on promoting maintenance of recovery through continued support and skill building.
 - 7.26.2. Contractor shall support youth exiting the program through engagement and contact with youth in the community to support education, school enrollment, employment, and completion of the ISP objectives.
 - 7.26.3. Contractor shall support youth with continuing education, attending college, vocational programming, or employment upon release and serve as positive role models.
 - 7.26.4. Contractor shall provide reentry programming consistent with the Juvenile Reentry Grant framework established under Welfare and Institutions Code (WIC) Division 2.5, Chapter 1.6. Services delivered under this section shall emphasize continuity of care, support with community reintegration, and alignment with each youth's ISP.
 - 7.26.5. Contractor shall provide services that shall include, but are not limited to:
 - 7.26.5.1. Ongoing case management and coaching grounded in evidence based and developmentally appropriate practices.
 - 7.26.5.2. Assistance with education, vocational preparation, employment readiness, and connection to workforce opportunities.
 - 7.26.5.3. Support accessing services such as behavioral health, medical care, public benefits, and identification documents.
 - 7.26.5.4. Facilitation of linkages to community-based programs that promote stability, pro social engagement, and successful reintegration.
 - 7.26.6. Contractor shall coordinate closely with the supervising Probation Officer and community partners to ensure reentry support is organized, youth centered, and non-duplicative. Contractor shall maintain documentation of all reentry activities, contacts, referrals, and progress notes in the youth's file.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

8. STAFFING

- 8.1. House Manager. Contractor shall provide a live-in on-site House Manager for continuous oversight and immediate support. Each House Manager shall:
- 8.1.1. Visibly identify themselves as the House Manager by clearly displaying/wearing an identification name tag.
 - 8.1.2. Be responsible for the day-to-day oversight and operation of the facility, ensuring a safe, orderly, and supportive living environment. Responsibilities include supervising residents, enforcing house rules, and maintaining facility standards.
 - 8.1.3. Possess a working knowledge of the justice system and issues related to homelessness.
 - 8.1.4. Demonstrate effective verbal and written communication skills and an understanding of issues affecting justice-involved individuals.
 - 8.1.5. Abide by the program's zero-tolerance policy for drugs and alcohol. Be a legal adult and not be on Parole or Probation. The House Manager shall have successfully completed all terms of probation or parole and remained free of any probation or parole supervision for a minimum of two (2) years prior to assuming the position. The House Manager shall pass the Probation Department's background clearance process prior to assuming the position unless otherwise approved by the COR.
 - 8.1.6. Be physically on-site for a minimum of eight (8) hours per twenty-four (24)-hour period. Of those hours, at least four (4) must be active-duty hours during which the House Manager is awake and available to perform supervisory responsibilities.
 - 8.1.7. Facilitate bi-weekly house meetings with the residents.
 - 8.1.8. Contractor shall notify the COR and send a message within forty-eight (48) hours of any change in House Manager status (e.g., resignation, reassignment, replacement).
- 8.2. Clinical Case Manager. The Clinical Case Manager shall, as needed and appropriate:
- 8.2.1. Assist with the planning, coordination, development, monitoring, and evaluation of behavioral health services for youth and families, ensuring quality of care and continuity of services.
 - 8.2.2. Provide direct care and case management services within a residential setting, supporting youth in achieving individualized goals and ensuring a safe and structured environment.
 - 8.2.3. Assist with the coordination and implementation of daily activities, life skills development, and family engagement strategies while maintaining professional boundaries.
 - 8.2.4. Possess the training and ability to engage families while maintaining appropriate professional boundaries and shall be trained to facilitate therapeutic or support group activities.
 - 8.2.5. Possess a Master's degree in Psychology, Social Work, or a closely related field; maintain current licensure or registration with the California Board of Behavioral Sciences; and have a minimum of one (1) year of experience working directly with the focus population.
- 8.3. Additional On-Site Staff. Contractor shall provide additional on-site staff to monitor youth, enforce house rules, and maintain appropriate staffing ratios to ensure safety and program compliance. Staff shall have lived experience relevant to recovery or justice involvement and demonstrate skills in peer mentorship, crisis response, and trauma-informed care. Staff shall support youth engagement and contribute to a positive, structured environment that promotes personal growth and resilience.
- 8.3.1. Staffing Ratios. Contractor shall provide adequate staffing coverage at all times to maintain youth safety and support program operations. Minimum staffing ratios shall include:
 - 8.3.1.1. at least one (1) staff per four (4) youth during active program hours.
 - 8.3.1.2. at least one (1) staff per six (6) youth during overnight or low activity hours.
 - 8.3.1.3. Staffing shall be increased or 1:1 supervision shall be provided when clinically indicated.
- 8.4. Training. Contractor shall provide ongoing training in the topics below and document completion in staff records.
- 8.4.1. Trauma-informed practices
 - 8.4.2. Cultural humility and cultural competence training

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 8.4.3. Crisis response and de-escalation skills
- 8.4.4. Peer support and mentorship strength
- 8.4.5. Motivational Interviewing (MI) techniques
- 8.4.6. Crisis Management
- 8.4.7. CPR/First Aid
- 8.4.8. Harm Reduction Principles
- 8.4.9. Substance Abuse Issues
- 8.4.10. Sexually Abusive/Inappropriate Behaviors
- 8.4.11. Mental health/behavioral interventions
- 8.4.12. Developmental disabilities
- 8.4.13. Child empowerment
- 8.4.14. Child and Adolescent Development, including sexual orientation, gender identity and gender expression
- 8.4.15. Documentation and Reporting Protocols
- 8.4.16. Quality Assurance Procedures
- 8.4.17. Integrated Core Practice Model

9. DATA COLLECTION AND REPORTING REQUIREMENTS

- 9.1. Contractor shall participate, in collaboration with Probation, in the evaluation of contracted services by collecting and submitting all necessary data elements as requested and required by Probation.
- 9.2. Monthly Status Report (MSR). Contractor shall report outcomes in a Monthly Status Report. The MSR shall be emailed to the COR by the tenth (10th) calendar day of each month for the preceding month of service. The MSR shall include both aggregate totals and youth-specific data for each active and exited youth during the reporting period. The report shall include:
 - 9.2.1. List the aggregate totals for the following:
 - 9.2.1.1. Referral & Intake
 - 9.2.1.1.1. Total referrals received
 - 9.2.1.1.2. Total Referrals acknowledged within twenty-four (24) hours and accepted/declined within forty-eight (48) hours
 - 9.2.1.1.3. Average days from referral to intake completion
 - 9.2.1.2. Youth Demographics & Enrollment
 - 9.2.1.2.1. Youth accepted (race, ethnicity, gender, DOB)
 - 9.2.1.2.2. Youth on waitlist
 - 9.2.1.2.3. Youth exited (status: successful/unsuccessful) and length of stay
 - 9.2.1.3. Service Delivery & Engagement
 - 9.2.1.3.1. ISP reassessment compliance (30-day interval)
 - 9.2.1.3.2. Structured programming hours per youth
 - 9.2.1.3.3. Life skills curriculum completion
 - 9.2.1.3.4. Family engagement contacts
 - 9.2.1.3.5. Appointments scheduled and completed
 - 9.2.1.3.6. Peer cohort groups facilitated and attendance
 - 9.2.1.4. Education & Employment
 - 9.2.1.4.1. Enrollment status, certifications completed, job placement verification

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 9.2.1.4.2. Milestone attainment for education, employment, and behavioral goals
- 9.2.1.5. Compliance
 - 9.2.1.5.1. Number and type of probation compliance incidents
 - 9.2.1.5.2. Percentage of youth with zero incidents
 - 9.2.1.5.3. Corrective actions taken
- 9.2.1.6. Program Outcomes
 - 9.2.1.6.1. Successful and unsuccessful exits
 - 9.2.1.6.2. Average length of stay
- 9.2.2. Youth-Specific Data. Contractor shall provide the following information per youth:
 - 9.2.2.1. Unique identifier (non-PII)
 - 9.2.2.2. Demographics (race, ethnicity, gender, DOB)
 - 9.2.2.3. Referral date, intake date, acceptance status
 - 9.2.2.4. Exit status and length of stay
 - 9.2.2.5. Structured programming hours and group sessions completed
 - 9.2.2.6. Education enrollment, certifications, job placement details, milestone progress, and employment outcomes
 - 9.2.2.7. IRP reassessment status
 - 9.2.2.8. Family engagement contacts
 - 9.2.2.9. Compliance incidents (type and date)
 - 9.2.2.10. Milestone attainment status
 - 9.2.2.11. Pre/Post survey scores
- 9.3. Participation Progress Reports. Contractor shall submit monthly participation progress reports for each youth by the tenth (10th) calendar day of the month following service provision. Contractor shall submit the monthly participation progress report to the assigned Probation Officer or designee and provide updates to Probation during the MDT meetings. The following elements shall be included in each participation progress report:
 - 9.3.1. Clearly defined description of priority areas for needed services.
 - 9.3.2. Measurable objectives and specific action steps with timelines to be taken by youth and Probation Officer.
 - 9.3.3. Expected outcomes and goals.
 - 9.3.4. Maintained progress notes.
 - 9.3.5. Documented phone or face-to-face contact with youth to discuss changes, progress, and meeting goals of their IRP. Contact record shall include date, time of day, and time spent with youth.
 - 9.3.6. Contractor shall document all participation in the youth's electronic record.
- 9.4. Pre- and Post-Survey. Pre- and post-survey competency scores (aggregate and average change).
 - 9.4.1. Contractor shall compile all survey responses and submit a summary report of the surveys to the COR or designee at the end of each quarter.

10. ACCESSING CRIMINAL JUSTICE INFORMATION

In accordance with the Federal Bureau of Investigations' (FBI) Criminal Justice Information Services (CJIS) Security Policy, Title 28, Code of Federal Regulations, Part 20, and the California Department of Justice's California Law Enforcement Telecommunications System (CLETS) Policies, Practices and Procedures Manual (PPP), the following must be completed and agreed to by Contractor:

- 10.1. Purpose. In performing its duties under this Agreement, Contractor may have access to juvenile case file information as defined by California Welfare and Institutions Code section 827 and criminal offender record information as defined by California Penal Code section 11075 and 13102, including local summary criminal offender record

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

information (collectively, “CORI”), maintained by Probation. CORI may also include information from the California Law Enforcement Telecommunications System (“CLETS”). Collectively, these terms shall be referred to as criminal justice information (“CJI”). Accordingly, CONTRACTOR agrees to comply with the Federal Bureau of Investigations’ (FBI) Criminal Justice Information Services (CJIS) Security Policy, Title 28, Code of Federal Regulations, Part 20, and the California Department of Justice’s California Law Enforcement Telecommunications System (CLETS) Policies, Practices and Procedures Manual (PPP).

- 10.2. “Access” Defined: Access, or potential access, to CJI, can be in the form of electronic sharing, hardcopy documentation, verbal communication, or other forms of information sharing, as well as unescorted access to Probation’s facilities where CJI is created, stored, processed, handled, transmitted, or discussed.
- 10.3. Clearance Requirements. Notwithstanding section 10.11 of this Agreement, any and all of Contractor’s employees, volunteers and subcontractors of having access or potential access to information from the CJI systems must complete a fingerprinting background check conducted by Probation per CJIS section 5.12 and PPP section 1.9.2 prior to allowing unescorted access to the CJI data.
 - 10.3.1. Security Control: County has the ability to set, maintain and enforce Standards for the selection, supervision and termination of personnel. This does not grant hiring/firing authority to County, only the authority to grant the CJI access to personnel who meet these standards and deny it to those who do not.
- 10.4. Training. All persons having access to CJI must be trained in the operation, policies and procedures of each file that may be accessed or updated prior to accessing CJI. Training can only be provided by the CLETS subscribing agency’s certified CLETS/NCIC trainer, and must meet all the CLETS training requirements per CJIS section 5.2 and PPP section 1.8.2. Annually, provide retesting and reaffirm the proficiency of all the CJI operators, if applicable. Contractor shall complete Schedule 1.4 Training Request and send to Probation;
 - 10.4.1. Maintenance of Training Records. Contractor shall maintain records of all training testing and proficiency affirmation in accordance with section 1.8.3.A.3 of the PPP and shall be made available for inspection, upon request by County. An individual computerized or written log must be maintained on each full access operator. Such logs may be destroyed three years after the operator is separated from the agency. Training records for less than full access operators, practitioners, administrators and other sworn/non-sworn law enforcement personnel shall be maintained on a computerized or written group log. Less than full access operator group logs shall be retained indefinitely by the agency. The examinations may be discharged upon entry of the required information in the appropriate log.
- 10.5. Employee/Volunteer Statement Form: Pursuant to PPP section 1.5.1, all contractor, employees, agents, volunteers and subcontractor personnel with “physical and logical” access to CJI shall sign the Employee/Volunteer Statement Form (Attachment 1) and return to Probation.
- 10.6. Private Management Control Agreement. In order to access facilities and areas in which CJI systems and information are contained, Contractor shall sign the Private Management Control Agreement, incorporated into this agreement, (Attachment 2).
- 10.7. Security Addendum. The FBI CJIS Security Addendum shall be signed and incorporated into this agreement. (Attachment 3)
- 10.8. Changes to Access. Contractor shall notify Probation of any changes in writing for employees, agents, volunteers or subcontractors assigned to this Agreement within thirty days of assignment or termination.
- 10.9. Audit Right. Each party has the responsibility and authority to monitor, audit and enforce the implementation of this agreement. Parties agree to cooperate with the other in the implementation of this agreement and to accomplish the directives for service under the provisions of this Agreement.
- 10.10. Penalties for Misuse. CJI and related data, by its very nature, is very sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) provided for in this Agreement. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject persons to administrative criminal penalties. Such exposure for misuse includes, but is not limited to, suspension or termination of this Agreement and prosecution for state and federal crimes.
 - 10.10.1. Reporting Requirements for Unauthorized Access. It is incumbent upon Contractor to prevent disclosure of CJI from unauthorized users throughout the duration of this Agreement and to immediately report any security breach to Probation.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

11. CONFIDENTIAL JUVENILE CASE FILE INFORMATION

During the course of providing services under this Agreement, Contractor and its employees, agents, volunteers, and subcontractor personnel may come across confidential juvenile case file information, including but not limited to a detained youth's name or alias, reasons for detainment, etc. Disclosure of this information is strictly forbidden by law. Accordingly, all Contractor employees, agents, volunteers and subcontractors with direct access to youth shall sign the Confidential Juvenile Information Acknowledgement Form (Attachment 4). Any person who is responsible for the misuse of confidential juvenile information is subject to immediate termination from this Agreement. Violations of the law may result in criminal and/or civil action.

12. USE OF COUNTY DATA/INFORMATION

Contractor staff assigned to this contract may have access to County information systems. The County of San Diego requires all Contractor staff to read, sign, and comply with the "Summary of Policies Regarding County Data/Information and Information Systems." (Attachment 5) These policies include the County Administrative Manual Items 0400-11 (COUNTY DATA/INFORMATION –CLASSIFICATION, PROTECTION LEVEL, AND PROPER SECURITY), 0400-01 (COUNTY INFORMATION SYSTEMS – MANAGEMENT AND USE), and 0400-07 (TELECOMMUNICATIONS SYSTEMS – MANAGEMENT AND USE. Contractor shall obtain these policies from the COR.

- 12.1. Contractor shall require its staff assigned to this contract to read and sign the "Summary of Policies Regarding County Data/Information and Information Systems.
- 12.2. Contractor shall maintain documentation of compliance with requirement.
- 12.3. Contractor shall require its staff assigned to this contract to comply with the County procedures and regulations cited in the "Summary of Policies Regarding County Data/Information and Information."

13. PRISON RAPE ELIMINATION ACT

CONTRACTOR shall adopt and comply with the Prison Rape Elimination Act of 2003, 34 U.S.C 30301 et seq. (PREA), any applicable PREA standards (including 28 C.F.R. 115 et seq.), and any related State law, County ordinances or Probation Department policies regarding PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse.

- 13.1. Staff. CONTRACTOR shall provide the COR with the names and email addresses of all employees, volunteers, agents, and subcontractors ("Contract Staff") upon date of assignment or employment to provide services under this AGREEMENT. CONTRACTOR shall notify Probation in a reasonable period of time, in writing, of any changes to employees, agents, volunteers or subcontractors assigned to this AGREEMENT.
- 13.2. Training: Such PREA standards also require that all contract employees, volunteers, agents, and subcontractors who have contact with residents under this AGREEMENT receive training pursuant to 28 C.F.R. 115.332 prior to performing services under this AGREEMENT. CONTRACTOR shall provide Probation with documentation confirming that all volunteers, officers, employees, agents, and subcontractors understand the training they have received.
- 13.3. Monitoring: CONTRACTOR acknowledges that, in addition to self-monitoring requirements, the County will monitor CONTRACTOR'S compliance with PREA, any applicable PREA standards, and County ordinances or Probation Department policies relating to sexual abuse and may conduct announced and/or unannounced compliance monitoring to include "on-site" monitoring.
- 13.4. Damages. CONTRACTOR agrees that it will pay any and all evaluation and treatment costs arising from sexual abuse of residents by CONTRACTOR'S employees, volunteers, subcontractors or agents, as required by applicable laws and regulations including, but not limited to, Title 28 of the Code of Federal Regulations, sections 115.382 and 115.383.
 - 1.1.1. Termination: Failure to comply with PREA, including PREA Standards and County PREA policies, may result in termination of the AGREEMENT. If the County determines that a PREA violation contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate the AGREEMENT immediately upon issuing oral or written notice to the AGREEMENT without any prior notice or opportunity to cure.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

Attachment 1 – CLETS Employee/Volunteer Statement



STATE OF CALIFORNIA
Exhibit I – HDC 0009
(Rev. 02/2019)

DEPARTMENT OF JUSTICE

CLETS EMPLOYEE/VOLUNTEER STATEMENT

[Print Form](#)

Use of information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles record information

As an employee/volunteer of _____, you may have access to confidential criminal records, the Department of Motor Vehicle (DMV) records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. Federal, state or local law enforcement agencies shall not use any non-criminal history information contained within these databases for immigration enforcement purposes. This restriction does not pertain to any information that is regarding a person's immigration or citizenship status pursuant to 8 U.S.C. §§ 1373 and 1644. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141–11143 and 13302–13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the DMV record information.

PC sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Signature

Print Name

Date

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

Attachment 2 – CLETS Private Contractor Management Control Agreement



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 1 of 2

**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

San Diego County Probation Department

CA037013G

(Public law enforcement/criminal justice agency)

(ORI)

to

(Private Contractor)

to perform

(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 2 of 2

**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature (CLETS Subscribing Agency Head)

Signature (Private Contractor Agency Head)

Print Name and Title

Print Name and Title

Date

Date

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

Attachment 3 – FBI Criminal Justice Information Services Security Addendum



STATE OF CALIFORNIA
HDC 0012
(Orig. 02/2009; Rev. 04/2016)

DEPARTMENT OF JUSTICE
PAGE 1 of 1

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

PRINT

RESET

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

Attachment 4 – Confidential Juvenile Information Acknowledgement

**CONFIDENTIAL JUVENILE INFORMATION
ACKNOWLEDGEMENT**

As an employee/volunteer of _____, you may have access to confidential juvenile delinquency information, much of which is controlled by statute, including California Welfare and Institutions section 827. **Such information includes, but is not limited to, the youth's identity, name, criminal history, medical, mental health, education, disabilities, etc. The mere fact that a youth is under the supervision of the County of San Diego Probation and/or detained in one of its facilities is confidential and shall not be disclosed.**

The misuse of information may adversely affect a youth's civil rights and his or her rehabilitation and reintegration into the community.

Any person who is responsible for the misuse of confidential juvenile information is subject to immediate termination from performing services to the County. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL JUVENILE INFORMATION.

Signature

Print Name

Date

Attachment 5 – Summary of Policies Regarding County Data/Information and Information Systems



COUNTY OF SAN DIEGO

*Summary of Policies
Regarding County Data/Information and Information Systems*

To aid in the performance of their regular job assignments and duties, County employees, volunteers, agents and contractors are provided access to many County tools and resources. In the electronic age, these tools and resources include County "data/information" in various formats (e.g. on electronic media, paper, microfiche) and County "information systems" (e.g. computers, servers, networks, Internet access, fax, telephones and voice mail), whether owned, provided or maintained by or on behalf of the County.

The County has established policies and procedures based on best business practices to support the performance of the County's business and to protect the integrity, security and confidentiality of the County's data/information and information systems. Users¹ of these resources play a critical role. By carrying out their regular assignments and duties in compliance with all applicable County's policies and procedures, best practices are maintained.

This summary helps users know their responsibilities by highlighting important aspects of policies that govern access to and use of County data/information and information systems. The policies themselves provide further detailed information governing the use of County data/information and information systems and should be reviewed. Most notably, the County Chief Administrative Officer (CAO) Policy *Acceptable Use of County Data/Information* provides additional guidance on protecting County data/information; the CAO Policy *County Information Systems – Management and Use* provides guidance in controlling and using County information systems; and the CAO Policy *Telecommunications – Management and Use* provides guidance in using desktop and cellular telephones.

Access to County data/information or information systems is necessary to the performance of regular assignments and duties. Failure to comply with these policies and procedures may constitute a failure in the performance of regular assignments/duties. Such failure can result in the temporary or permanent denial of access privileges and/or in discipline, up to and including termination, in accordance with Civil Service Rules.

1. County data/information in all formats and information systems are for authorized County use only. Personal use of County information systems is prohibited unless specifically authorized by the Appointing Authority.
2. As part of their regular assignments and duties, users are responsible for protecting any data / information and information systems provided or accessible to them in connection with County business or programs.
3. Users cannot share data/information with others outside of their regular duties and responsibilities unless specifically authorized to do so.
4. Users have no expectation of privacy regarding any data/information created, stored, received, viewed, accessed, deleted or input via County information systems. The County retains the right to monitor, access, retrieve, restore, delete or disclose such data/information.

¹ For purposes of this summary, the term "user" shall refer to any person authorized to use County data/information and information systems to perform work in support of the business, programs or projects in which the County is engaged. It also applies to users accessing other networks, including the Internet, through County information systems.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

5. Attempts by users to access any data or programs contained on County information systems for which they do not have authorization will be considered a misuse.
6. Users shall not share their County account(s) or account password(s) with anyone, use another's account to masquerade as that person, or falsely identify themselves during the use of County information systems.
7. The integrity and security of County data/information depends on the observation of proper business practices by all authorized users. Users are requested to report any weaknesses in County information system security and any incidents of possible misuse or violation of County IT policies to the appropriate County representative.
8. Users shall not divulge Dial-up or Dial-back modem phone numbers to anyone.
9. Users shall not make copies of system configuration files (e.g. password files) for their own unauthorized use or to provide to other people/users for unauthorized uses.
10. Users shall not make copies of copyrighted software or information, except as permitted by law or by the owner of the copyright.
11. Users shall not engage in any activity that harasses, defames or threatens others, degrades the performance of information systems, deprives an authorized County user access to a County resource, or circumvents County security measures.
12. Users shall not download, install or run security programs or utilities that reveal or exploit weaknesses in the security of a County information system. For example, County users shall not run password cracking or network scanning programs on County information systems.

Misuse of workplace tools and resources, including County data/information and/or County information systems, will be reported to a user's management. Misuse may constitute a failure to perform regular duties and assignments. Such failure may result in short-term or permanent loss of access to County data/information or information systems and/or disciplinary action in accordance with Civil Service Rules, up to and including termination. For non County employees, including volunteers and employees of County contractors, misuse may result in a suspension or withdrawal of your access rights, termination of your participation in County programs, or appropriate action against the contractor under the contract's terms, or any combination of all or some of the above consequences.

Acknowledgement:
I have received and read the County of San Diego's Summary of Policies Regarding County Data/Information and Information Systems.

Print Name: _____

Signature: _____ Date Signed: _____

Supervisor / Manager / Witness: _____ Date Signed: _____

ALL SIGNERS: Keep a copy of this summary for your reference
COUNTY SIGNERS: Department Personnel Representative --- file the original of this form in the authorized user's agency or department personnel file.
NON-COUNTY SIGNERS: Contract administrator --- file the original form along with the contract

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

G. PAYMENT SCHEDULE

(RESERVED)

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

H. DRAFT AGREEMENT

The County's contract with the successful Offeror(s) will be based upon the following Draft Agreement, structured as follows:

Draft Agreement

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

Exhibits A (Statement of Work) and C (Payment Schedule) will be added during contract finalization. Offerors will be deemed to have accepted the Draft Agreement and Statement of Work, except where an Offeror has taken clear exception in its SOQ in accordance with and when provided for in the Submittal Items.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and [# *enter full corporate title, business structure (obtain from contractor - e.g. “a California corporation,” “a California limited liability company,” “a California public benefit corporation”), located at (complete address)*] (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to the San Diego County Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for Less Restrictive Programming (LRP) Housing and Supportive Services.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- D. The Agreement shall consist of:
 - This document,
 - Exhibit A Statement of Work,
 - Exhibit B Insurance Requirements, and
 - Exhibit C Payment Schedule
- E. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; and Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
KEY PROVISIONS

- 1.1 **CONTRACTOR:** _____
- 1.2 **SERVICES:** Less Restrictive Programming (LRP) Housing and Supportive Services
- 1.3 **AGREEMENT TERM:** The initial term of this Agreement shall begin on the date of the last signature on Signature Page and end on ____ 20__ (“Initial Term”).
- 1.4 **OPTION TO EXTEND:** The County shall have the option to extend the term of this Agreement for four (4) increments of one (1) year (each an “Option Period”), for a total of four (4) years beyond the expiration of the Initial Term, not to exceed _____, 20__ . This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.
 - 1.4.1 **Options to Extend for One to Six Additional Months at End of Agreement.** County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.
- 1.5 **COMPENSATION:** Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed [# *write out amount*] (\$#####) (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit C.
- 1.6 **COR:** The County designates the following individual as the Contracting Officer’s Representative (“COR”).
 - #Name and Title
 - #Address
 - #Address
 - #Phone and email
- 1.7 **CONTRACTOR’S REPRESENTATIVE:** Contractor designates the following individual as the Contractor’s Representative.
 - #Name and Title

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

#Address
#Address
#Phone and email

ARTICLE 2
PERFORMANCE OF WORK

- 2.1 **Statement of Work.** Contractor shall perform the work described in the “Statement of Work” attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.1.1 **Evaluation Studies.** Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor’s project.
- 2.1.2 **Health Insurance.** If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is “no” for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.
- 2.2 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 2.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor. Neither Contractor nor any person engaged by Contractor to accomplish the work under this Agreement, including, without limitation, Contractor’s and its subcontractors’ employees, volunteers, officers, agents, consultants, and subcontractors (“Workforce”) shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s Workforce, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s Workforce shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 2.4 **Contractor’s Agents and Employees or Subcontractors.**

Contractor shall obtain, at Contractor’s expense, all Workforce required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any Workforce member shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s Workforce to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

- 2.4.1 “Related Subcontract” means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. “Related Subcontractor” means an individual or entity holding or performing a Related Subcontract.
- 2.4.2 **Required Subcontract Provisions:** Contractor shall notify all Related Subcontractors of Contractor’s relationship to County and include in its subcontracts all provisions necessary to ensure Contractor’s and subcontractors’

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

compliance with this Agreement. Without limiting the foregoing, Contractor shall specifically include in its Related Subcontracts, and require Related Subcontractors' compliance with, the applicable provisions of Articles 3, 7, 9, 10, 11, 12, 14, 15, 17 and 18, and section 4.6.1 of Article 4 hereunder, altered as necessary for proper identification of the contracting parties.

- 2.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 2.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 2.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 2.6 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or Contractor's Workforce, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's Workforce shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.6.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of the actions of Contractor or Contractor's Workforce.
- 2.7 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable property shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DOCUMENTS AND RECORDS

- 3.1 Ownership, Publication, Reproduction, and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 3.2 Confidentiality. Contractor agrees to maintain the confidentiality of, and to take industry appropriate as well as all legally required measures to prevent the unlawful disclosure of, any information that is legally required to be kept confidential.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

Except as otherwise allowed by local, State, or federal law or regulation, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure. Further, any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

3.2.1 Specific Requirements for County Confidential Information under Sections 965 through 971 of the San Diego County Code of Administrative Ordinances

3.2.1.1 Definitions. For purposes of this Section, “County Confidential Information” means, collectively, information related to any: (i) actions that an individual has the right to undertake free from undue governmental interference, discrimination, or criminalization under federal, state, or local law including, without limitation, Reproductive Healthcare Services, Gender Affirming Health Care, Gender Affirming Mental Health Care, and exercising rights under the First Amendment of the United States Constitution (collectively, “Protected Personal Activity”), and (ii) actual or perceived attributes of an individual that are safeguarded from discrimination under state law, including, without limitation, immigration or citizenship status, disability status, gender identity or expression, or transgender status, sexual orientation, race, ethnicity, national origin, or language, and/or marital or familial status (collectively, “Protected Personal Characteristics”). All capitalized terms used in this Section 3.2.1, but not defined herein, shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

3.2.1.2 Confidentiality. Contractor agrees to maintain County Confidential Information received or obtained pursuant to the obligations under this Contract, if any, confidential, and shall not share and/or transmit such information to any third party including, without limitation, any governmental agency, unless required to do so pursuant to federal, state, or local law or as necessary to perform the obligations of Contractor pursuant to this Contract. Contractor agrees to include these requirements in any subcontract related to the performance of this Contract. The obligation to maintain County Confidential Information confidential and private shall survive the expiration or earlier termination of this Contract.

3.2.1.3 Notice Requirement for Interactions with Federal Law Enforcement, Out-of-State Law Enforcement, or Private Parties Acting Under Color of Law Enforcement Authority. Should Contractor receive a request from any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for assistance with any Law Enforcement Activity where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity, Contractor shall, within five (5) business days of receipt of such request, notify COR in writing and include (i) the requesting party, (ii) a description of the request, and (iii) the County Confidential Information released, if any.

3.3 Public Records Act. The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in section 17.1 of this Agreement extend to any Claim (as defined in section 17.1) against the County Parties (as defined in section 17.1) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

3.4 Custody of Records. Contractor shall deliver to County or its designee, at County’s request, all documentation and data related to Contractor’s work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor’s client records upon Agreement

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS “The Uniform Guidance,” which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County’s fiscal year runs from July 1 through June 30 (“County Fiscal Year”).

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule (“Services”). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement (“As-Needed Services”).

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule (“Reimbursable Expenses”), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses (“Travel Expenses”) are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.

4.3.2.2 Contractor agrees that by submitting an invoice, Contractor certifies, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

- 4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.
- 4.6 Prompt Payment for Vendors and Subcontractors.
- 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.
- 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:
- 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and
- 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.
- 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.
- 4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.
- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:
- 4.8.1 Missing Information. Contractor has not provided to County reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
- 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.
- 4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 16.
- 4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 16.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 4.12 Availability of Funding. The County’s obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor’s compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor’s invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

ARTICLE 5

AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement (“Contracting Officer”).
- 5.2 County’s Agreement Administrator. The County has designated the individual identified in Article I as the Contracting Officer’s Representative (“COR”), The COR will coordinate the County’s administration of this Agreement.
- 5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price (“Administrative Adjustments”). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 Contractor’s Representative. The person identified as Contractor’s Representative shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 “Termination for Default” if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 5.4 Agreement Progress. Contractor shall promptly apprise the County of problems, if any, being experienced in completing the work under this Agreement. The Contractor shall also promptly notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement.
- 5.5 Agreement Progress Meeting. Upon request by either party, Contractor shall meet with the COR and/or other County personnel to review the Contractor’s performance under this Agreement, with the COR or designated representative serving as meeting chair. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6

CHANGES

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

adjustments to the service requirements, (“Administrative Adjustments”) may be made if in writing and signed by COR and Contractor

6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement (“Change Order”). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor’s claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 8 “Disputes”. However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor’s breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.1 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor’s response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.2 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.1 above.

7.1.3 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.4 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 “Termination for Convenience.”

7.2 RESERVED

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination (“Incomplete Work”). Contractor may, at County’s option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.
- 7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.
- 7.5.3 County’s termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:
 - 7.5.3.1 Fraud, waste, or abuse of Agreement funds, or
 - 7.5.3.2 Improperly submitted claims, or
 - 7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.3.4 Any breach of any term or condition of the Agreement, or
 - 7.5.3.5 Any actions under any warranty, express or implied, or
 - 7.5.3.6 Any claim of professional negligence, or
 - 7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor and/or Contractor’s Workforce from 1) accessing County data, files, and/or electronic systems; 2) treating County’s patients, clients, or facility residents; or 3) providing any other services under this Agreement.

ARTICLE 8
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners’ judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County’s ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 9
DISENTANGLEMENT

- 9.1 General Obligations. Upon the expiration or termination of all or a portion of the services provided hereunder (“Transitioning Services,”), the County may elect to have such services, substantially similar services, or follow-on services (“Disentangled Services”) performed by County or one or more separate contractors (“Replacement Provider”). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services (“Disentanglement”) without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

- 9.2 Disentanglement Process. Contractor and County shall discuss in good faith a plan for Contractor’s Disentanglement that shall not lessen in any respect Contractor’s Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

9.3 Specific Obligations. The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

9.3.1 No Interruption or Adverse Impact. Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

9.3.2 Client Authorizations. Contractor shall obtain, or use best efforts to obtain, client consents or authorizations necessary to transfer client data to Replacement Provider.

9.3.3 Leases, Licenses, and Third-Party Agreements. Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

9.3.4 County Property. County non-expendable property shall be handled as set forth in section 2.7 of this Agreement.

9.3.5 Contractor Property. Contractor shall promptly remove from County's site(s) any Contractor non-expendable property when no longer needed to provide services under this Agreement.

9.3.6 Delivery of Documentation. Notwithstanding section 3.4 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 10
COUNTY CONTRACTOR RESPONSIBILITIES

10.1 Subcontractor Reporting. Contractor shall provide periodic reports to the County of amounts paid under this Agreement to each Related Subcontractor, and whether each subcontractor qualifies as a Small-Local Business as defined in Board Policy B-53. Such reports shall be submitted to the COR using the "Subcontractor Data Collection Form (PC613)" located at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC613_dpc_Subcontractor_Data.xlsx or as otherwise directed by County. Reports shall be aligned with the County's Fiscal Year, with a mid-year report of data through December 31 submitted by February 15th, and a full Fiscal Year report submitted by July 15.

10.2 Small-Local Business Preference. If this Agreement resulted from a solicitation where Contractor claimed Small-Local Business status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in Board Policy B-53 Small-Local Business Policy) throughout the term of this Agreement.

10.3 Small-Local Business Subcontractor Participation. As this contract is an indefinite delivery/indefinite quantity contract, Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53 apply at the time of task order issuance, based on the value of an individual task order. The Small-Local Business Subcontractor Utilization Plan form to be completed for applicable task orders may be found at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC611_dpc_SLB_Sub_Utilization.pdf. For each task order for services exceeding \$1 million in annual value, Contractor may only proceed with the work where Contractor has submitted and County has approved a Small-Local Business Utilization Plan demonstrating that Contractor: (i) will either meet or exceed a 3% Small-Local Business Subcontractor Participation Requirement or show a good faith effort to do so, or (ii) is exempt from the Small-Local Business Subcontractor Participation Requirements.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

If in County’s determination, Contractor is not in compliance with all Small-Local Business Subcontractor Participation Requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of the underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

- 10.4 Ethical Business Standards. As a material term and condition of this Agreement, Contractor shall have an ongoing responsibility to maintain internal policies and procedures established to ensure adherence to laws, regulations, Agreement terms, promote good conduct within the organization, and mitigate any identified risks associated with non-compliance to such. Contractor shall develop and implement a program and mechanism for receiving, investigating and resolving Workforce, client, or public concerns and maintain it during the term of this Agreement. In lieu of a dedicated reporting mechanism for such concerns, Contractor may choose to utilize the County of San Diego Office of Ethics and Compliance Ethics Hotline Posters to display in common work areas. Posters may be downloaded at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>.
- 10.4.1 Contractor shall train all Workforce on their program for Ethical Business Standards annually and maintain documentation of such. Contractor shall retain this documentation in accordance with the Agreement’s provision regarding retention of records
- 10.5 Financial Audit. Contractor shall annually engage an independent Certified Public Accountant licensed to perform audits and attests to conduct an annual financial audit of the organization. The results of the Financial Audit shall be provided to COR within 30 business days of completion. Contractor shall notify COR within 24 hours if notified at any time that the Financial Audit will include a disclaimer of opinion or adverse findings.
- 10.6 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 10.6.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 10.6.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 10.6.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.
- 10.7 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 10.8 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 10.8.1 As a material condition of this Agreement, Contractor agrees that Contractor and Contractor’s Workforce, while performing services or using County equipment pursuant to Agreement:
- 10.8.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 10.8.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 10.8.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person.
- 10.9 Critical Incidents. Contractor shall have written plans or protocols and provide Workforce training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident information; fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 “Drug and Alcohol Use Policy” while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. Contractor must also adhere to any and all timelines and processes contained in Article 14.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 10.10 Responsiveness to Community Concerns. Contractor shall take appropriate steps to acknowledge receipt of complaint(s) from individuals or organizations and to address or resolve all complaints. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement, unless prohibited by applicable State, federal, or local law. Material complaints include, but are not limited to, those involving issues of abuse, quality of care, safety, or security; but do not include routine or minor concerns that may be raised in the normal course of business. Contractor shall promptly notify the County of the status and disposition of all material complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 10.11 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any Workforce member who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Contractor must also adhere to the requirements contained in Article 14, if any, and in section 12.8 Fair Chance Ordinance.
- 10.11.1 Contractor shall have a documented process for reviewing the information to determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services performed under Agreement. Contractor shall document review of findings and consideration of criminal history in the selection of Workforce members.
- 10.11.2 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any Workforce member providing any services under this Agreement.
- 10.11.3 Contractor shall maintain documentation of its review and consideration of the criminal history of its Workforce in accordance with section 15.4 "Availability of Records."
- 10.11.4 For any Workforce members who will be assigned to sensitive positions funded by this Agreement, background checks and determinations shall be in compliance with Board of Supervisors Policy C-28. Sensitive positions are defined as those who are in direct contact with children under the age of eighteen.
- 10.12 Due Process and Safety in County Facilities. Contractor shall comply with requirements under sections 965 through 971 of the San Diego County Code of Administrative Ordinances.
- 10.12.1 Definitions. For purposes of Sections 10.12.2 through 10.2.4 of this Agreement, all capitalized terms shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.
- 10.12.2 Prohibition on Access for Federal Law Enforcement, Out-of-State Law Enforcement, and Private Parties Acting Under Color of Law Enforcement Authority. Contractor shall not provide access to any Non-Public Area of a County Facility, or facility where Contractor provides services to the public on behalf of the County, to any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for the purpose of carrying out Law Enforcement Activities where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity ("Facility Access"), except as expressly permitted pursuant to Section 967 of the San Diego County Code of Administrative Ordinances.
- 10.12.3 Notice of Facility Access. Contractor shall provide the COR with notice within two (2) hours of any Facility Access, as defined in Section 10.2.2.
- 10.12.4 Signage Requirements. Contractor shall display signage at each public entrance of the County Facility or facility where Contractor provides services to the public on behalf of the County, consistent with the requirements for signage to be posted at County Facilities as set forth in Section 970 of the San Diego County Code of Administrative Ordinances.
- 10.13 Use of Artificial Intelligence. Contractor shall comply with Board Policy A-140, Artificial Intelligence Board Policy. Without limiting the foregoing, Contractor shall disclose any artificial intelligence (AI) functionality (as defined in Board Policy) embedded in products or services provided under this Agreement and ensure that all AI systems are used in accordance with County standards for security, privacy, and ethical practices. Contractor shall implement human oversight for any AI-generated outputs to be used in the County's official capacity and maintain transparency by clearly attributing AI-generated content. Contractor shall support the retrieval and export of prompts, outputs, and training details upon County request. Contractor shall not use AI systems for prohibited purposes, including fully automated decisions without meaningful human oversight, covert tracking, social scoring, or behavioral manipulation. The County reserves the right to inspect AI system usage and require modifications or cessation of use if compliance risks are identified. Any changes to AI

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

functionality or features during the term of this Agreement shall be in compliance with this clause and be reported in writing to the Contracting Officer's Representative prior to implementation.

- 10.14 Board of Supervisors' Policies. Contractor represents that it is familiar with and shall use its best efforts to comply with the applicable policies of the Board of Supervisors, available on the County of San Diego website at <https://www.sandiegocounty.gov/content/sdc/cob/policy.html>.

ARTICLE 11

CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 11.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 11.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 11.2 Conduct of Contractor.
- 11.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 11.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 11.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 11.2.4 Neither Contractor, nor any member of its Workforce shall offer, directly or indirectly, any gift, gratuity, favor, entertainment, or other item(s) of monetary value that would be considered unlawful per federal, State or local regulations to an employee or official of the County.
- 11.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 11.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 11.3.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 11.3.2 Profit-making firms or businesses in which employees described in sub-section 11.3.1 above, serve as officers, principals, partners, or major shareholders;
- 11.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 11.3.4 Profit-making firms or businesses, in which the former employees described in sub-section 11.3.3 above, serve as officers, principals, partners, or major shareholders.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 11.4 Prohibited Subcontracts. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.
- 11.5 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 11.5.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 11.6 Duplication of Payments. Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work except where expressly provided for in this Agreement and where no duplication of payment results.

ARTICLE 12
COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 12.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its Workforce to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 12.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 12.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).
- 12.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 12.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 12.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
- 12.7.1 Without limiting the foregoing paragraph, Contractor shall ensure that any public-facing software, website, mobile application, or web content related to County services, programs, or actions meets all requirements under federal and California law for accessibility to persons with disabilities. Contractor shall ensure that any such software, website, mobile application, or component thereof meets the WCAG 2.1, level AA accessibility standards, unless a higher standard of accessibility is required by federal or California law. Contractor must notify the County of significant updates affecting accessibility.
- 12.8 County Fair Chance Ordinance. Contractor must comply with the San Diego County Fair Chance Ordinance (San Diego County Code of Regulatory Ordinances section 21.2701 et seq.) regardless of whether Contractor meets the statutory definition of an Employer under San Diego County Code of Regulatory Ordinances section 21.2702(i). Any violation by Contractor of the Fair Chance Ordinance shall constitute a material breach of this Agreement.
- 12.9 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 12.10 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County (including sections 23.101, et seq. of the County Code of Regulatory Ordinances) and to assure that its Workforce complies before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 12.11 Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.
- 12.12 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 “Zero Tolerance for Fraudulent Conduct in County Services.” There shall be “Zero Tolerance” for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement
- 12.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 12.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County’s failure to comply with, or violation of, any Environmental Law. As used in this section, the term “Environmental Laws” means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called “common law”), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

12.15 Clean Air Act and Federal Water Pollution Control Act.

12.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

12.16 Debarment, Exclusion, Suspension, and Ineligibility.

12.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor and members of its Workforce:

12.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency;

12.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

12.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above;

12.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body;

12.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency;

12.16.1.6 Do not have a judgment rendered against them by a body described in section 12.16.1.4 that is unsatisfied; and

12.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in section 12.16.1.4 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

12.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 12.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

12.17 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all members of its Workforce providing services under this Agreement. Contractor shall maintain verification of this training and shall retain verifications in accordance with the Agreement requirement for retention of records.

**ARTICLE 13
(RESERVED)**

**ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS**

14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below responsibilities, Contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 USC section 17921 et seq., and 45 CFR Parts 160 and 164, collectively referred to as “HIPAA;”
- 14.1.2 County agreements with the State of California, collectively referred to as “State Agreements” and posted on the County’s website at: <http://www.cosdcompliance.org>, including:
 - 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
 - 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County
 - 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
 - 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
 - 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;
 - 14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and
 - 14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.1.4 California Civil Code 1798 et seq.;
- 14.1.5 California Senate Bill 1386 (2002).
- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
 - 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements and laws included in section 14.1.
 - 14.2.2 “Business Associate,” when applicable, shall mean the Contractor.
 - 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements and laws included in section 14.1, specific to PI/PII under this Agreement.
 - 14.2.5 “Covered Entity,” when applicable, shall mean the County.
 - 14.2.6 “Security Incident” shall have the same meaning as defined by the State Agreements and laws included in section 14.1.
- 14.3 Responsibilities of Contractor.
 - 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA, State Agreements, or laws included in section 14.1 if done by the County.
 - 14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.
 - 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
 - 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
 - 14.3.5 Cooperation with County.
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report Breaches and suspected Security Incidents to County, to include:
- 14.3.6.1 Initial Report.
- 14.3.1.1.1 Contractor shall email County Contracting Officer's Representative (COR) and County Chief Privacy Officer (CPO) immediately upon the discovery of a suspected Security Incident that involves data provided to County by the Social Security Administration, as per the State Agreements or laws included in section 14.1.
- 14.3.1.1.2 Contractor shall email COR and CPO immediately of Breaches and suspected Security Incidents involving 500 or more individuals.
- 14.3.6.2 Initial Investigation Report. Contractor shall immediately investigate such suspected Security Incident or Breach and provide the County an initial report of the investigation within seven (7) working days.
- 14.3.6.3 Complete Investigation Report. Contractor shall continue to investigate such suspected Security Incident or Breach using the usual and customary methods. Contractor will provide a complete report with all findings no later than thirty (30) days after the initial investigation report. Contractor agrees to provide monthly updates during the investigative process.
- 14.3.6.4 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the Breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements and laws included in section 14.1, which may include, but are not limited to:
- 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable County PHI/PI/PII shall:
- 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter; and
- 14.3.8.1.2 Sign a confidentiality statement, prior to access to such PHI/PI/PII; and
- 14.3.8.2 Computer warning banners for all systems containing applicable County PHI/PI/PII
- 14.3.8.3 Comprehensive, annual security risk assessments
- 14.3.8.4 Policies and internal controls to ensure secure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses.
- 14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.
- 14.3.10 At the termination or expiration of this Agreement, Contractor shall remove the software and provide client medical records to County and/or new client medical services Provider in a manner consistent with correctional healthcare industry standard for meaningful transfer of electronic medical records.

ARTICLE 15
MONITORING, AUDIT, AND INVESTIGATION

15.1 Monitoring, Audit, and Investigation.

- 15.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights:

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 15.1.1.1 to monitor, assess, and evaluate Contractor’s performance under this Agreement;
- 15.1.1.2 to conduct monitoring, audits, and investigations of documentation and data, and interviews of staff and participants involved with the services provided under this Agreement; and
- 15.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.
- 15.1.2 Contractor shall fully cooperate with all such monitoring, audits, or investigations.
- 15.1.3 Contractor shall make available to County, State or federal officials for examination, at any time during normal business hours and as often as County may deem necessary, all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits or reviews of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement
- 15.1.4 County shall perform such monitoring, audits, and investigations in a manner so as not to unduly interfere with Contractor’s performance.
- 15.2 Federal or State Audit Disclosures. Contractor shall provide the following to the COR:
 - 15.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
 - 15.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them.
 - 15.2.3 a copy of Contractor’s response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.
 - 15.2.4 a copy of all responses made by a federal or State representative to a Contractor’s audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.
 - 15.2.5 Immediate notification to the County upon learning that any federal or State auditor may or will issue a finding that relates to any of the terms of this Agreement.
- 15.3 Investigation Disclosures. Except to the extent prohibited by an investigating government authority or applicable law or privilege, Contractor further agrees to immediately notify County if any Workforce member of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement, and Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County.
- 15.4 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor’s performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 8 “Disputes,” or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
 - 15.4.1 Contractor shall maintain, and the records referred to in section 15.4 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 15.5 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be required by the County to verify performance under this Agreement. County reserves the right to direct the format and data content requirements for such additional reports. The timely submission of reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to do so will be sufficient cause to withhold payment. Upon request, Contractor shall submit to County a report detailing all work done pursuant to this Agreement by Contractor.
- 15.6 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County’s request as often as County deems necessary, complete, and accurate data

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

- 15.7 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 15.8 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 16
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 17
INDEMNITY AND INSURANCE

- 17.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and its elected officials, officers, agents, employees, and volunteers (collectively “County Parties”) against, any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges, or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission, or negligence of Contractor, its Workforce, or their licensees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error, or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor’s defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including attorneys’ fees and court costs) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any patent, copyright, moral right, trademark, trade secret, or other intellectual property right or County’s use of the same is, or in Contractor’s or County’s opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County’s other rights and Contractor’s obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 17.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 17.1 are independent of, and shall in no way limit, Contractor’s and its insurer’s requirements under this section 17.2 and Exhibit B.

ARTICLE 18
GENERAL PROVISIONS

- 18.1 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 18.2 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 18.3 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 18.4 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 18.5 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 18.6 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 18.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 18.8 Non-Exclusivity. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 18.9 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 18.10 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 18.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 18.12 Successors. Subject to the limitations set forth in sections 18.17 and 18.18 below, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 18.13 Time. Time is of the essence for each provision of this Agreement.
- 18.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 18.15 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 18.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 18.17 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.
- 18.17.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

- 18.18 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 18.17 above. Any purported assignment or delegation in violation of this section shall be null and void.
- 18.19 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 12.1, 17.1, 18.7, and 18.9, and Articles 3, 4, 7, 9, 15, and 16.

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COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

SIGNATURE PAGE

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

[BUSINESS NAME]

By: _____

#NAME

#TITLE

#DATE

COUNTY OF SAN DIEGO:

MAGGIE RAMSBERGER, Interim Director
Department of Purchasing and Contracting

By: _____

#NAME

#TITLE

#DATE

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COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. **Professional Liability (Errors & Omissions)** appropriate to the professional services provided by Contractor under this contract, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- E. **Cyber/Information Security Liability** \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
- F. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim with an aggregate limit of not less than \$2,000,000. Coverage to include actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.
- G. **Fidelity \$100,000** coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering Contractor's employees, officials and agents.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability and SAM with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this Contract, Contractor’s insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

General Provisions

4. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder’s alphabetic and financial size category rating of not less than A, VII according to the current Best’s Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the “Description of Operations” box located near the bottom of the form. Additionally, the “Certificate Holder” box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; County’s Remedies

Contractor’s failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

COUNTY OF SAN DIEGO – REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ 13273)
PROBATION DEPARTMENT
LESS RESTRICTIVE PROGRAMMING (LRP) HOUSING AND SUPPORTIVE SERVICES

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.