



County of San Luis Obispo
GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

**REQUEST FOR PROPOSAL PS- #1089
COGNITIVE BASED TRAINING FOR PROBATIONERS**

June 15, 2010

The County of San Luis Obispo is currently soliciting proposals for professional services with a consultant to deliver Cognitive Based Training Programs to adult and juvenile probationers. Three specific programs have been identified:

- 1) Thinking for a Change
- 2) Aggression Replacement Training
- 3) Moral Reconciliation Training

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications, without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process.

If your firm is interested and qualified, please submit four (4) printed copies and one (1) electronic copy as an email attachment of your proposal in either Adobe PDF or Microsoft Word 2003 format by 3:00 p.m. on August 11, 2010 to:

County of San Luis Obispo
Phill Haley, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408
phaley@co.slo.ca.us

If you have any questions about the proposal process, please contact me. All other questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Gary Joralemon at: gjoralemon@co.slo.ca.us. All questions must be received by July 16, 2010. Questions will receive a response within two business days. Questions and responses will be posted (anonymously) on the Purchasing Internet site on or before July 23: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm

The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

PHILL HALEY

Buyer - Purchasing Division
phaley@co.slo.ca.us

1. LOCAL VENDOR PREFERENCE

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with a preference for local vendors, except for those contracts which the laws of the State of California, or other law, rule, or regulation precludes this local preference.

A "local" vendor is a vendor that:

- A. Conducts business in an office with a physical location within the County of San Luis Obispo;
- B. Holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo; and
- C. Has conducted business meeting the requirements of A and B above, in such a manner for not less than six (6) months prior to being able to receive the preference.

The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

2. PROPOSAL SUBMITTAL AND SELECTION PROCESS

- 2.1 All proposals in response to this Request for Proposal (RFP), consisting of quantity four (4) printed copy and one (1) electronic copy attached to an email on Adobe PDF or Microsoft Word, must be received by mail, recognized carrier, or hand delivered no later than August 11, 2010. Late proposals will not be considered.
- 2.2 All correspondence should be directed to:
- San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phill Haley
Telephone: (805) 781-5904
- 2.3 Costs of preparation of proposals will be borne by the proposer.
- 2.4 It is preferred that all proposals be submitted on recycled paper, printed on two sides.
- 2.5 Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
- 2.6 This RFP does not constitute an offer of employment or to contract for services.
- 2.7 The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this RFP.
- 2.8 The County reserves the option to retain all proposals, whether selected or rejected. Once submitted, the proposals and any supplemental documents become the property of the County.
- 2.9 All proposals shall remain firm for one hundred twenty (120) days following closing date for receipt of proposals.
- 2.10 The County reserves the right to award the contract to the firm (or firms) that presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee. The award of the contract may be made to one proposer or more than one proposer.
- 2.11 Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
- 2.12 The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.
- 2.13 All information presented in a proposer's proposal will be considered binding upon

selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

- 2.14 The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A, Section 15.
- 2.15 Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer should specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to either designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether such information is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

- 2.16 Tentative Schedule of Events

The following timetable is provided to assist proposers. The County reserves the right to modify, in its sole discretion, the RFP schedule below:

Date	Event
June 14, 2010	RFP Release Date
July 16, 2010	Final day for proposers to email questions (see pg 1)
July 23, 2010	Questions and Responses posted on Purchasing website
August 11, 2010	Proposals Due (3:00 PM)
September 31, 2010	Screening Process Complete including reference checks
October 15, 2010	Finalist Selection (may be more than one)
November 15, 2010	Contract Negotiations & Preparation Complete
January, 2011	Board of Supervisors Contract Approval

2.17 The County, through an impartial Selection Committee, will evaluate proposals using the criteria described below, and possibly follow up conversations with the finalists. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements may be eliminated without further consideration. The impartial Selection Committee will evaluate the responses to the RFP and make a recommendation to the deciding authority. The award of the contract may be based upon the recommendation of the Selection Committee and the deciding authority. All proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria (not listed in order of importance):

- Overall responsiveness, quality, attention to detail, and general understanding of the RFP requirements.
- Local Vendor Preference Questionnaire response.
- An evaluation of prior and related training experience, qualifications, and program implementation.
- Evidence of certification for the required programs (or evidence that certification will be obtained before January 1, 2011).
- Information received from the references provided.
- Any other criteria the County deems to be appropriate.

2.18 The County anticipates reviewing all proposals and developing a list of the finalists. The County is under no obligation to explain why a proposer was or was not selected as a finalist. The County reserves the right to go back and talk with any proposer at any time.

2.19 The County's selection of the successful final proposer(s) will be made on the basis of

the proposals, as submitted by the deadline date. The final proposer(s) will be selected based upon the selection criteria listed above and on possible follow up conversations with the finalists.

- 2.20 The County retains the right to meet with proposers at any time to gather additional information as part of the selection process. The County reserves the right to award the contract to the proposer(s) who presents the proposal(s) which, in the judgment of the County, best accomplishes the desired results. The County will take the proposed professional service fee(s) under consideration. However, the County is under no obligation to award this contract to the proposal that represents the lowest cost. Upon the conclusion of the finalist process, the County may reject all proposals, enter into negotiations with one or more finalists, or enter into a contract with the selected finalist, or finalists, to the extent one or more contracts is awarded.
- 2.21 The proposer shall provide within one week after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County. (See Exhibit A, Section 15 of the sample contract.)

3. **PROPOSAL SUBMITTAL FORMAT**

3.1 **Proposal Paper**

It is preferred that the four (4) printed proposal be submitted on recycled paper, printed on two sides in portrait format.

3.2 **Proposal Format**

Proposers are required to follow the proposal format specified in this RFP. The proposal should provide a straightforward, concise description of the proposer's ability to meet the requirements of the RFP, including the expected cost details of the project. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs as presented in the RFP. The proposal should contain only information that directly responds to the RFP.

3.2.1 **Title Page**

- Project Name and RFP number
- Applicant or Firm Name
- Date of Submittal

3.2.2 **Section 1 – Offer Letter**

Proposers must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- Project Name
- Applicant or Firm Name
- A statement that your company meets the certification requirements outlined in Section 4 Project Requirements below.
- The offer letter must include an exception to any section of the attached contract the proposer does not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract.
- The training programs you propose to deliver, with the cost of each program.
- A specification of who should be contacted in follow-up to your response along with their contact information.

3.2.3 **Section 2 – Firm Qualifications**

Proposer must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Address of proposer location that will service this account.

5. Number of years the company has been in business.
6. Is your company a California corporation? If you are a non-California corporation, is your company registered with the California Secretary of State to do business in California?
7. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
8. How many employees are in your company?
9. How many individuals are qualified to deliver the training specified in Section 4?
10. Please describe your experience in providing educational programs (including Cognitive Based Training for Probationers) for juvenile and/or adult criminal offenders. Be specific in describing the agency responsible, the schedule of classes, the names of classes and descriptions, and the number and types of populations trained. Please include your experience in serving populations of juvenile and/or criminal offenders, such as follow up after training delivery and/or any other services you provided. Please include any specific skills or experiences that set you apart from other training providers.
11. Is your corporation listed on a Government Barment list?
12. Qualifications of personnel to be assigned to this project. All personnel assigned to this project must have no felony convictions. Please include statements attesting to the fact for each staff member to be assigned to this project.

3.2.4 Section 3 – References

Provide at least three (3) references, at least two of which have used your services for training for Cognitive Based Training to adult and juvenile probationers and/or other educational programs to juvenile and/or criminal offenders. One of the three references may be a non-professional reference.

3.2.5 Section 4 – Cost Proposal

The proposed project costs must be quoted. Please provide pricing on a per class basis, with each class to deliver training to a group of 10 to 12 participants.

3.2.6 Section 9 - Local Vendor Preference

Include the Local Vendor Preference Questionnaire provided in Section 1 of this RFP.

4. PROJECT REQUIREMENTS

The Probation Department has commenced a long term strategic plan to utilize only those methods, programs and service providers which are evidenced based, and have been proven to be effective based upon validated meta analysis.

The County of San Luis Obispo, Probation Department is soliciting responses to this RFP for services needed to provide Cognitive Based Training to adult and juvenile probationers. Three specific programs are required:

- 1) Thinking for a Change
- 2) Aggression Replacement Training
- 3) Moral Reconciliation Training

MINIMUM QUALIFICATIONS

In order to be considered, candidates must meet these minimum requirements:

1. At least three years experience in providing educational programs to juvenile and/or criminal offenders.
2. Have successfully completed the certification process of any or all of the aforementioned programs. If certification is not complete at the time of the submission of your proposal, please provide a timeline for completion that result in certification prior to January 1, 2011.

ADDITIONAL INFORMATION

For more information on these programs and their respective certification processes, please refer to these sources:

1. Thinking for a Change
Thinking for a Change (T4C) is a public domain program. Thinking for a Change is an integrated, cognitive behavior change program for offenders that includes cognitive restructuring, social skills development, and development of problem solving skills. The National Institute of Corrections (NIC) makes available the T4C offender program materials plus a curriculum for training program facilitators. NIC also can assist agencies in training staff to facilitate the program. For additional information, please contact Steve Swisher, at the National Institute of Corrections, (303)365-4416, or go to the NIC website at www.NICIC.org
2. Moral Reconciliation Training (MRT)
MRT has been used in parole and probation settings since 1989. MRT is a SAMHSA NREPP evidence based program. In addition, many offenders on probation are required to participate in MRT as a condition of probation. MRT groups, in which participants present their MRT homework assigned in each MRT step, are typically held once a week for assigned parole/probation clients.

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The number of participants in each parole/probation MRT group typically varies between 12-15 participants. An MRT-trained facilitator conducts each group meeting according to guidelines outlined in the training. Basic MRT has 12 steps, with a general written discussion of each step in the workbook, followed by the exercises and homework requirements. For additional information, contact www.ccimrt.com

3. Aggression Replacement Training

Aggression Replacement Training® (ART®) is a cognitive behavioral intervention program to help children and adolescents improve social skill competence and moral reasoning, better manage anger, and reduce aggressive behavior. The program specifically targets chronically aggressive children and adolescents. Developed by Arnold P. Goldstein and Barry Glick, ART® has been implemented in schools and juvenile delinquency programs across the United States and throughout the world. The program consists of 10 weeks (30 sessions) of intervention training, and is divided into three components—social skills training, anger-control training, and training in moral reasoning. Clients attend a one-hour session in each of these components each week. Incremental learning, reinforcement techniques, and guided group discussions enhance skill acquisition and reinforce the lessons in the curriculum. For additional information on Aggression Replacement training, please contact the International Center for Anger replacement Training, at www.aggressionreplacementtraining.org

5. Background**5.1 The County of San Luis Obispo**

Of the current 58 California counties, San Luis Obispo County is one of only 11 original counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,500 employees. Additional information about the County can be accessed via the Web at: <http://www.slocounty.ca.gov/Home.htm>

5.2 Probation Department

The Probation Department has responsibilities in four primary areas. First, the Probation Department supervises over 3,000 adult and juvenile offenders residing within San Luis Obispo County. These offenders are assessed for risk and needs utilizing a validated assessment instrument. The level of supervision each probationer receives is based upon this assessment. Second, the Probation Department is tasked with preparing pre-sentence investigations and reports for adult and juveniles who are before the court for criminal violations. These investigations include detailed social, familial, educational and vocational histories as well as victim impact information. Third, by statute, the Probation Department operates the County Juvenile Hall. The Juvenile Hall is a 45 bed custody facility which houses minors pending disposition in the juvenile, or in some cases the adult, court, and minors who are ordered to serve commitments upon disposition. Finally, the Probation Department collects restitution for the victims of crimes, and facilitates the processing of cases back through the court for those offenders who fail to pay their victims back for damages.

Appendix A – Sample County Contract

CONTRACT
FOR
COGNITIVE BASED TRAINING

THIS CONTRACT FOR COGNITIVE BASED TRAINING FOR PROBATIONERS (“Contract”) is made and entered into by and between the County of San Luis Obispo (“County” or “Licensee”), a public entity in the State of California, and [VENDOR_NAME], a [STATE] Corporation (“Proposer” or “Contractor”).

WITNESSETH:

WHEREAS, the San Luis Obispo County Probation Department has adopted a strategic plan to implement Evidence Based Practices throughout the organization.

WHEREAS, Cognitive Based Training has been proven to be effective in reducing recidivism among adult and juvenile offenders.

WHEREAS, the Probation Department is in need of private service providers qualified to facilitate the following Cognitive based training programs: “Thinking for a Change,” Aggression Replacement Training, Moral Reconation Training, and

WHEREAS, the County has not previously used County civil service employees to provide the services described herein; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, the purpose of this contract is to provide professional services and materials for the delivery of this training.

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall supply the goods and perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. General Conditions – The parties agree to the general conditions described in Exhibit A “General Conditions”, attached hereto and incorporated herein by reference as if set forth in full at this point.

2. Professional Services – Contractor agrees to perform professional services and the parties agree to the terms and conditions related to supply of said goods and professional services in Exhibit B “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.

3. Compensation – The parties agree to the compensation described in Exhibit C “Compensation”, attached hereto and incorporated herein by reference as if set forth in full at this point.

4. Special Conditions – The parties agree to the special conditions described in Exhibit D “Special Conditions” (if any), attached hereto and incorporated herein by reference as if set forth in full at this point.

5. Notices – Written notices required in this contract shall be provided to:

COUNTY
 Gary Joralemon
 Adult Division Manager
 County of San Luis Obispo
 Probation Department
 County Government Center
 San Luis Obispo, CA 93408

CONTRACTOR
 Contact Name
 Contact Title
 Company Name
 Mailing Address Line 1
 Mailing Address Line 2
 City, State Zip

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

Nothing further follows except signatures.//

CONTRACTOR:

[PROPOSER NAME]

A **[STATE]** Corporation

By: _____

[Proposer Contact Name]
 [Proposer Contact Title]

Date

NOTARIZATION

STATE OF _____)

) SS.

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)

Notary Public

My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

WARREN R. JENSEN
County Counsel

By: _____

Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____

Chair, Board of Supervisors

Date

ATTEST:

By: _____

County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date

EXHIBIT A – General Conditions

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor for Provision of Services.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein.
4. **Warranty of Contractor re: Compliance with all Laws.** Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California.
6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part his/her/its rights or obligations under this Contract without the prior written consent of the County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

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7. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
8. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
9. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
10. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
12. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

INSERT ADDRESSES

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

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14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
15. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.
 - A. Scope and Limits of Required Insurance Policies.
 - a. Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - i. The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
 - ii. The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
 - iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
 - b. Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - i. The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

ii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

c. Workers' Compensation/Employer's Liability Insurance.

i. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

ii. Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.

iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

d. Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions.

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

C. Documentation.

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage.

The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

16. **Nonappropriation of Funds.** In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no

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liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

17. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
18. **Signatory authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
19. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.
20. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
21. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
22. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.
23. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must employed by

Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

A. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,

B. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

24. **State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.
25. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.
26. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
- a) Contractor fails to perform his duties to the satisfaction of the County; or
 - b) Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
 - c) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - d) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - e) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payers or federal or state funding agencies; or.
 - f) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

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All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) calendar days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

27. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at least forty-five (45) calendar day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 45 calendar days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.
28. **Power to Terminate.** Termination of this Contract may be effectuated by the Director of General Services Agency without the need for action, approval, or ratification by the Board of Supervisors.
29. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.
30. **Amendments without Board Action.** The Board of Supervisors delegates to the Director of General Services Agency the authority to amend the Contract to provide for additional services and increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars (\$25,000.00). The Board of Supervisors delegates the authority to the Director of General Services Agency to amend this Contract to exchange types of services at the rates listed for each respective service. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Director of General Services Agency. Except as expressly provided herein, no contractual provision may be modified under this delegation of authority.

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31. **Disentanglement.** Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "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 County with all information regarding the Services or is otherwise needed for Disentanglement.
32. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.
33. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).
34. **Confidentiality.** During the course of the project, Vendor may be exposed to sensitive or confidential information regarding residents of the County of San Luis Obispo. Accordingly, vendor and its employees may be subject to a background check and may be required to sign a confidentiality agreement, either prior to or concurrently with entering into a contract with County. Contractor will not use the Confidential Information for any purpose other than to facilitate the services contemplated by this Agreement (the "Purpose"). Contractor will not: (1) disclosure Confidential Information to any employee or contractor of Contractor under such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Contractor, with terms no less restrictive than those of this Section; or (2) disclose any Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect the Confidential Information with the same degree and care it uses to protect its own confidential information of similar nature and importance, but no less than reasonable care. Contractor will notify County in writing of any misuse or misappropriation of Confidential Information that comes to Contractor's attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. In such case, Contractor shall give County advanced written notice, sufficiently in advance, to allow County to seek a protective order or otherwise to contest such required disclosure, and shall reasonably cooperate in such effort, at County's expense. For purposes of this Paragraph, "Confidential Information" means the following: (1) any document County marks "Confidential", (2) any information County orally designates as "Confidential" at the time of disclosure, provided County confirms such designation in writing within ten (10) business days after such designation; (3) any confidential or private citizen information within the possession of the County

EXHIBIT B – STATEMENT OF WORK

<Insert the project's statement of work here>

EXHIBIT C – COMPENSATION

1. Compensation Amount [Fixed Based Amount]
2. Billing.
 - 2.1. The County will provide written acceptance of class schedule prior to invoicing by Contractor.
 - 2.2. Contractor shall submit itemized invoices to the County for classes delivered. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.