

**COMMUNITY CORRECTIONS PARTNERSHIP
Executive Committee Meeting
County of Tuolumne**

AGENDA

February 5, 2026
12 p.m.

Tuolumne County Probation Department
465 S. Washington Street
Sonora, California

ORAL COMMUNICATIONS:

Public Comments: This is an opportunity for members of the public to address the Committee on subjects within its jurisdiction, whether or not on the agenda for this meeting. The Committee has the right to reasonably limit the length of individual comments. For items, which are on this agenda, speakers may request that their comments be heard instead at the time the item is to be acted upon by the committee. The Committee may ask questions but may take no action during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place an item on a future agenda.

DISCUSSION ITEMS:

1. REVIEW & APPROVAL OF APRIL 16, 2025, MEETING MINUTES
2. BUDGET REVIEW: FY 24-25 BUDGET RECAP AND FY 2025-26 STARING BALANCE AND ALLOCATIONS
3. FY 25-26 BUDGET MODIFICATION REQUEST: SHERIFF AND DA
4. PROP 47 COHORT 5 GRANT UPDATE
5. GEO CONTRACT UPDATE AND UPCOMING RFP FOR REENTRY SERVICES
6. OTHER BUSINESS
7. NEXT MEETING – Schedule date and location of next quarterly meeting
8. FUTURE AGENDA ITEMS

LATE AGENDA MATERIAL CAN BE INSPECTED IN THE PROBATION DEPARTMENT OFFICE AT 465 SOUTH WASHINGTON STREET, SONORA, CALIFORNIA, UPON REQUEST TO THE CCP EXECUTIVE COMMITTEE CHAIR (CHIEF PROBATION OFFICER).

In accordance with Government Section 54954.3(a), the public may comment on any item on the agenda. In accordance with the Americans with Disabilities Act, if you need special assistance (i.e. auxiliary aids or services) in order to participate in this public meeting, please contact the Probation Public Safety Administrative Manager at (209) 533-7557 or srelei@co.tuolumne.ca.us. Notification 48 hours prior to the start of the meeting will allow for reasonable accommodations to ensure accessibility to this public meeting.

**COMMUNITY CORRECTIONS PARTNERSHIP
Executive Committee Meeting
County of Tuolumne**

Minutes

Wednesday, April 16, 2025
12 p.m.

Tuolumne County Probation Department
465 S. Washington Street
Sonora, California

Present:

Dan Hawks, Chief Probation Officer (Chair); Chris Hurtado, TCSO; Neil Evans, Undersheriff; Heather Smith, GEO Program Manager; Stacey Robbins-Podvin, Court Program Manager; Scott Gross, Public Defender; Amy Cooper, Probation Staff Services Analyst; Kevin Parr, Probation Adult Division Manager; Patrick Spink, DA Public Safety Administrative Manager; Cassanda Jenecke, District Attorney; Shanna Relei, Probation Public Safety Administrative Manager; Michael Arndt, Assistant Chief Probation Officer; Tami Mariscal, Behavioral Health Director; Annie Hockett, HHSA Director; Shalom Rosenfelder, Superior Court Operations Manager; Ashley Pries, TCSO; Sean Cole, CAO's Office Administrative Analyst; Liz Peterson, CAO's Office Deputy County Administrator; David Vasquez, Sheriff.

Documents Provided:

April 16, 2025 CCP Agenda;
February 19, 2025 CCP Meeting Minutes;
Cognisen AI Demonstration Dates List;
CCP Proposed Draft Budgeted FY 25-26 and Funding Requests;
CCP Partnership Goals

Start Time:

Chief Probation Officer Dan Hawks called the meeting to order at 12:03 p.m. and members of the Committee introduced themselves.

ORAL COMMUNICATIONS:

Public Comments: None

DISCUSSION ITEMS:

1. REVIEW & APPROVAL OF FEBRUARY 19, 2025, MEETING MINUTES

Chief Probation Officer Dan Hawks motioned to approve the minutes and Sheriff David Vasquez seconded the motion. There were no objections or abstentions; the motion passed unanimously.

2. COGNISEN AI DISCUSSION AND FUTURE DEMO

Chief Probation Officer Dan Hawks presented a summary of Cognisen AI software. This program will be utilized to assist Probation Officers with the Court report writing process. The Cognisen AI software team is available to provide a lunchtime demonstration of their Pearl AI software for any CCP members who are interested in learning more. Several dates were proposed during the month of May. A tentative date of May 9, 2025, at noon was selected, pending Court availability.

3. FUNDING REQUESTS FRO FY 2025-26 – Review all submitted funding requests and vote on FY 25-26 proposed budget (All CCP members)

Public Safety Administrative Manager Shanna Relei presented the Proposed Draft Budget for Fiscal Year 2025-26 to the group. An explanation of the Operation and Implementation trusts and proposed budget was provided. It was noted that the Implementation account did not receive the \$100,000 for completing the CCP Annual Survey as in previous years. Funding requests this year included \$526,480 in new costs that will be ongoing in future years. Concerns were raised that FY 2025-26 expenditures would exceed anticipated allocation by \$1,068,101, which would result in tapping into trust reserves to cover the shortfall.

Details of FY 2025-26 funding requests are as follows:

Tuolumne County Behavioral Health

Director Tami Mariscal presented the FY 2025-26 funding request of \$8,000, a 0% change from the previous fiscal year. The requested funds will be utilized to provide training to Behavioral Health staff that is culturally appropriate for AB109 individuals, helping to lower recidivism rates and facilitate successful reintegration.

Superior Court of California, County of Tuolumne

Program Manager Stacey Robbins-Podvin presented the funding request for the Superior Court of California County of Tuolumne. The requested \$69,000 for FY 2025-26 includes a \$9,000 increase (15% increase) from the prior fiscal year. The requested increase is to cover anticipated costs associated with Prop 36 services. The funding will be utilized to continue treatment services with various agencies, provide access and support networks to residential treatment programs, and continued training and education.

Tuolumne County District Attorney

District Attorney Cassandra Jenecke presented the FY 2025-26 funding requests for the District Attorney's Office. The total funding request of \$555,094 included a \$258,760 increase (87%) from the previous fiscal year. This amount included increases to existing staff positions and an additional \$231,763 for a new attorney position.

Tuolumne County Probation Department

Chief Probation Officer Dan Hawks presented the FY 2025-26 funding request for the Probation Department. The total requested amount of \$1,965,436 includes \$317,138 in new expenses, a 19.2% increase from last fiscal year.

\$8,500 of the new expenses is for Axon Body Cameras for Probation Officers assigned to the High-Risk Supervision Team. This will ensure officer safety, transparency, and improved accuracy for documenting interactions with probationers in potentially volatile situations.

\$1,500 of the new expenses requested as Collaborative Planning Expenses to cover the costs of working lunches for CCP meetings and CCP Workgroups. Due to conflicts in schedules, CCP meetings are generally held during the lunch hour.

\$1,955,436 in ongoing costs associated with staffing, equipment, and supplies is requested. This covers the costs associated with 10.5 full-time equivalent positions to supervise justice-involved individuals and associated services and programs. This amount also includes two new staff positions: Legal Assistant II (\$129,533) and Senior Deputy Probation Officer 50% of 1.0 FTE (\$97,500). The new Legal Assistant II position would lessen the administrative burden on sworn staff and support the increased Prop 36 caseload. The request for 0.5 FTE Senior Deputy Probation Officer would provide essential coverage for the Prop 36 caseload.

In March 2025, the CCP-funded Probation Mental Health Clinician position was eliminated.

Also included in the funding request for staffing, equipment, and supplies were ongoing amounts to services such as the Work Release Program (\$4,500), staff training for working with high-risk populations (\$7,500), and Treatment and Emergency Housing Support (\$30,000).

Chief Hawks indicated that he would be willing to cut the Staff-Legal Assistant (II) and Staff-Probationer Officer (Sr. 50% of 1.0 FTE) in consideration of the overall increase for the FYE 2025-26 budget.

Tuolumne County Public Defender's Office

Scott Gross presented the funding requests for the Public Defender's Office. His office is requesting \$120,000 for the continuation of the AB109 attorney contract. This is a \$6,000 (5.3%) increase from the prior fiscal year. This funding request ensures that AB109 representation is managed locally by a contracted attorney. The contracted party is responsible for his own staff and equipment with the option to apply for investigation expense reimbursements up to \$6,000 for FY 2025-26. Maintenance of this contract is important for workload distribution resulting from an increase in serious cases being handled by the Public Defender's Office.

Shared Costs

The funding request for shared costs was jointly presented by Chief Hawks, Shanna Relei, and Heather Smith of GEO. The total funding request for GEO was \$505,443. The request included a substantial increase the operating cost of the Day Reporting Center and Jail Re-entry Program due to the contract increase which is set to expire in February 2026. Heather Smith reported that the funding request would keep services and staffing at the existing levels from FY 2024-25 and no reduction in staffing has been considered at this time. Two pricing options were presented in the funding request. The figures included in the overall budget utilize the amounts in Option 2.

Option 1 maintains current staffing (1 Program Manager, 3 Case Managers, 1 Assistant Case Manager) at a fixed rate of \$574,920 annually for Years 1–3, with COLAs in Years 4–5.

Option 2 swaps one Case Manager for a Substance Use Disorder (SUD) Counselor, addressing rising opioid use (38% of participants tested positive for opiates in 2024-Current). This option is \$592,980 annually for Years 1–3, with COLAs in Years 4–5. If GEO faces recruitment issues for the SUD Counselor, they will honor Option 1 pricing.

Concerns about clientele enrollment and an overlap or duplication in services was raised by BH Director Tami Mariscal. DA Jenecke answered that there is no overlap as the Behavioral Health and GEO are two separate programs. Questions regarding the possibility of reimbursement for opioid crisis funder were raised and if this was a viable option. Director Annie Hockett reported that it is, however, the language to access opioid funding is very specific.

Sheriff David Vasquez inquired if a detailed breakdown of all staff costs and was uncomfortable approving expenditures without that information.

Undersheriff Neil Evans expressed concerns that in future, discussions involving payment amounts to a vendor should be conducted when the vendor (GEO in this instance) is not present in the room.

Tuolumne County Sheriff's Office

Sheriff David Vasquez presented the funding request for the Tuolumne County Sheriff's Office. The request totaled \$1,808,862, a \$353,226 (24.3%) increase from the previous fiscal year.

Included in the request were two TruNarc Devices (\$47,285 each) to be utilized for officer safety when unknown substances are encountered. This would eliminate potential risk to officers from handling unknown substances as the device identifies substances without direct contact.

A \$140,000 request for a work truck vehicle would be used to coordinate with the Office of Emergency Services (OES) for fire crew work. This would enable transportation to contracted jobs and be a revenue generating expenditure.

Chief Hawks proposed no new ongoing costs and to approve any one-time expenses. Several scenarios were discussed and the expected deficit with all new positions remove was approximately \$500,000.

Liz Peterson of the CAO's Office requested a standardization of the methodology used to calculate employee costs.

Sheriff David Vasquez inquired about what amounts of previous budgets were unspent. Shanna Relei indicated that she could provide a trust account balance breakdown at a later date but generally the CCP comes in under budget every year.

Chief Hawks made a motion to continue discussions until another date. Motion not carried.

Sheriff David Vasquez made a motion to approve the FY 2025-26 budget as presented with all funding requests. This would include a timeline or condition on some items to search for additional funding options in future fiscal years. DA Cassandra Jenecke seconded the motion. Motion was put to a vote and was passed.

Sheriff David Vasquez:	aye
DA Cassandra Jenecke:	aye
PD Scott Gross:	aye
BH Director Tami Mariscal:	aye
Judge Laura Krieg:	absent
Chief Dan Hawks:	nay

4. DISCUSSION/SETTING OF FISCAL YEAR 2025-26 CCP GOALS

Not discussed

5. OTHER BUSINESS

None

6. NEXT MEETING – Schedule date and location of next quarterly meeting

No meeting was set at this time.

7. FUTURE AGENDA ITEMS

None

End Time:

Meeting adjourned at 1:53 p.m.

Recorded By:

Amy Cooper, Staff Services Analyst, April 16, 2025

DRAFT

TUOLUMNE COUNTY COMMUNITY CORRECTIONS PARTNERSHIP

AB109 BUDGET MODIFICATION REQUEST FOR FY 2025-26

*(Please submit one form per program and any necessary supporting documents to
srelei@co.tuolumne.ca.us)*

DATE:

10/31/2025

REQUESTING AGENCY:

Tuolumne County District Attorney's Office

AGENCY CONTACT (Name & Tel. No.):

Patrick Spink – 209-588-5468

Cassandra Jenecke – 209-588-5461

TOTAL FUNDS REQUESTED (please note whether requested funds are new or continuing from previous fiscal year(s), and whether funds are one-time or ongoing):

Ongoing - \$231,763.33

During the 24-25 fiscal year, the District Attorney's Office was granted AB109 funding for an attorney position to support expanding collaborative court programming, responses to early release petitions, parole hearings, and 1170(h) qualifying offenses.

Due to the difficulty in hiring experienced attorneys, our office is requesting that we be able to draw down funding for AB109 related work already being done by our current attorneys. We are not requesting any additional funding at this time.

REQUEST LINE ITEM DETAIL (cost of staff, equipment, supplies):

Please see Line-Item Detail Attachment

ESTIMATE NUMBER OF CLIENTS SERVED:

Please see Narrative Detail Attachment

WHAT WILL THIS SERVICE PROVIDE & WHY? (please do not limit to "see previous year"):

Please see Narrative Detail Attachment

HOW DOES THIS REQUEST FIT INTO THE AB109 FRAMEWORK?:

Please see Narrative Detail Attachment

TUOLUMNE COUNTY COMMUNITY CORRECTIONS PARTNERSHIP

AB109 BUDGET MODIFICATION REQUEST FOR FY 2025-26

(Please submit one form per program and any necessary supporting documents to srelei@co.tuolumne.ca.us)

DATE:

10/20/25

REQUESTING AGENCY:

Tuolumne County Sheriff's Office

AGENCY CONTACT (Name & Tel. No.):

Chris Hurtado 209-533-7200

TOTAL FUNDS REQUESTED (please note whether requested funds are new or continuing from previous fiscal year(s), and whether funds are one-time or ongoing):

Reallocate remaining balance: \$14,477.82

Requesting to reallocate the remaining balance of \$14,477.82 from TrueNarc devices and Work Crew Chipper Truck to upfit an additional Work Truck Vehicle. This is not a new funding request, but rather a request to reallocate funds already provided to the Sheriff's Office.

REQUEST LINE ITEM DETAIL (cost of staff, equipment, supplies):

Work Crew Vehicle Outfitting

ESTIMATE NUMBER OF CLIENTS SERVED:

100

WHAT WILL THIS SERVICE PROVIDE & WHY? (please do not limit to "see previous year"):

The Sheriff's Office will use this vehicle to transport incarcerated individuals to and from work crew job sites. The truck will be outfitted to securely store tools and equipment necessary for completing various county work assignments. This enhancement will improve the safety, efficiency, and reliability of the Work Crew Program while supporting continued participation in community projects throughout the county.

HOW DOES THIS REQUEST FIT INTO THE AB109 FRAMEWORK?:

This vehicle will be used by incarcerated individuals, including those sentenced under AB109, to perform work throughout the county. Individuals assigned to the Sheriff's Work Crew receive training in various occupational skills, including, but not limited to, the proper use and maintenance of chainsaws, weed eaters, power tools, and more. Additionally, they gain experience working in a construction crew setting, helping them develop valuable skills for future employment opportunities.

TUOLUMNE COUNTY COMMUNITY CORRECTIONS PARTNERSHIP

AB109 BUDGET MODIFICATION REQUEST FOR FY 2025-26

(Please submit one form per program and any necessary supporting documents to srelei@co.tuolumne.ca.us)

DATE:

11/5/25

REQUESTING AGENCY:

Tuolumne County Sheriff's Office

AGENCY CONTACT (Name & Tel. No.):

Chris Hurtado 209-533-7200

TOTAL FUNDS REQUESTED (please note whether requested funds are new or continuing from previous fiscal year(s), and whether funds are one-time or ongoing):

Existing Cost: \$144,399

New Cost: \$144,339

Ongoing: No additional funding is being requested.

REQUEST LINE ITEM DETAIL (cost of staff, equipment, supplies):

Jail Work Crew Manager

ESTIMATE NUMBER OF CLIENTS SERVED:

100

WHAT WILL THIS SERVICE PROVIDE & WHY? (please do not limit to "see previous year"):

The Work Crew Manager oversees the Sheriff's Work Crew, scheduling work assignments and providing training, assistance, and oversight to ensure all tasks are completed safely, efficiently, and in compliance with state laws, county regulations, and departmental policies. Moving forward, the Sheriff's Office intends to fill this position with a deputy rather than a civilian. This change provides operational advantages and enhances the Sheriff's ability to provide services and protect the community during local emergencies, while incurring no additional cost to the CCP.

HOW DOES THIS REQUEST FIT INTO THE AB109 FRAMEWORK?:

The Sheriff's Work Crew consists of incarcerated individuals, including those sentenced under AB109, who perform labor projects throughout the county. Participants receive hands-on training in a variety of occupational skills, including the safe operation and maintenance of chainsaws, weed eaters, power tools, and other equipment. In addition to supporting essential county projects, the program provides participants with practical experience in a construction crew environment, enabling them to develop valuable skills that enhance employability and support successful reentry into the workforce.

Tuolumne County District Attorney – Criminal Division
AB109 / CCP Fiscal Year 2025 – 2026 Funding Request – Deputy District Attorney Request
Narrative Attachment

On October 1, 2011, California began to implement public safety realignment. This represented a drastic change in corrections policy and practice. The primary impetus behind this was the result of the U.S. Supreme Court decision to uphold a federal court order that California reduce its prison population to 137.5% of design capacity within 2 years. The state's first response to this was AB109. Many other measures followed like Prop 47, Prop 57, youth offender parole, elder parole, and non-violent second striker early releases.

The rationale that proponents of AB109 espouse is that counties are better positioned than the state to manage these populations deemed “low-risk” offenders or Penal Code 1170(h) offenders. Public safety realignment drastically changed how counties and prosecutor's offices manage and fund criminal justice related services. It continues to place significant strain on how to fund the added costs at the county level associated with realignment. Early release and additional realignment efforts have increased the expectations on District Attorney's Offices.

For example, in 2024, the District Attorney's Office received over 100 nonviolent, second striker early parole petitions. These require full narrative responses within 30 days of receipt of the notice. Due to staffing capacity, our ability to respond to these petitions have been limited. Since December 2024, the District Attorney's Office has received 11 notices for new parole hearings in lifer, youthful offender, or elder parole cases that will be heard for the first time in 2025. Preparation for lifer hearings Many of these cases are up for parole because of early release and credit efforts at the state level. These are cases that but for the early credit realignment programs, we would not be seeing for years to come. Prepping for a parole hearing requires hours of staff time in gathering old file information, contacting living victims or their next of kin, and developing response strategies. Additionally, with the passage of Proposition 36, the Tuolumne County Criminal Justice community has had to respond with the increase of complex, collaborative treatment court needs. This is all in addition to the already present challenges of managing and staffing cases resulting from the last 15 years' worth of realignment efforts.

We are requesting funding for a CCP focused attorney able to handle the realignment specific attorney tasks, 1170(h) qualifying new cases, plus represent and participate for the District Attorney's Office in our local collaborative courts.

Tuolumne County
Probation Department

Issued: Sunday, February 15, 2026



REQUEST FOR PROPOSAL (RFP No. RFP-
2025-0092)

TUOLUMNE COUNTY PROBATION RECIDIVISM
SERVICES

Deadline for Submission of Proposals: Tuesday, March 10, 2026

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/tuolumnecountyca>

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1. Introduction

1.1. Summary

The County of Tuolumne, through its Probation Department, is soliciting proposals from qualified service providers to deliver evidence-based substance use disorder (SUD) treatment and recovery support services for eligible individuals, including those impacted by opioid use and misuse. These services will be supported, in part, by California Opioid Settlement funds and are intended to expand access to treatment, reduce opioid-related harm, and promote long-term recovery through coordinated, client-centered care.

Selected provider(s) will be responsible for offering comprehensive, trauma-informed, and culturally responsive services that may include assessment, clinical treatment, medication-assisted treatment (MAT), counseling, relapse prevention, care coordination, recovery support, and linkage to community-based resources. Programs funded under this RFP must align with allowable uses of California Opioid Settlement funds and emphasize continuity of care, collaboration with the Probation Department and community partners, and service delivery models that support stabilization and sustained recovery.

Proposers must demonstrate experience in providing opioid-specific and co-occurring behavioral health services, capacity to comply with applicable state and federal regulations, and the ability to collect and report outcome-based data. The Probation Department seeks providers who can support individual accountability and rehabilitation while contributing to broader public health and public safety goals, including reductions in substance use, recidivism, and opioid-related adverse outcomes.

1.2. Background

The County's Probation Department is responsible for supervising justice-involved individuals while promoting accountability, rehabilitation, and public safety. For several years, the County has contracted for a coordinated service model that combines structured supervision support, participant monitoring, compliance reporting, and access to intensive substance use disorder (SUD) treatment services. These services have supported individuals with elevated supervision and treatment needs by providing regular engagement, timely communication with Probation staff, and referrals to appropriate clinical and recovery-oriented interventions.

The individuals served through Probation-supervised treatment programs often present with complex and co-occurring needs, including opioid and other substance use disorders, mental health conditions, housing instability, and limited access to healthcare. Without consistent engagement and treatment, these factors can contribute to probation violations, increased recidivism, and elevated risk of overdose. The County utilizes a variety of funding sources to support these services, including state and local funds, with a portion of the services funded through California Opioid Settlement resources. Opioid Settlement funds are intended to supplement and enhance treatment and recovery services related to opioid use disorder and must be used in accordance with applicable guidelines.

Through this Request for Proposals, the Probation Department seeks to establish a new agreement with qualified providers capable of delivering a comprehensive service model that includes intake and assessment, ongoing participant engagement, substance use disorder treatment (including medication-assisted treatment where appropriate), recovery support services, coordination with Probation staff, and regular reporting on participation, compliance, and outcomes. Services are expected to support accountability and stabilization while allowing flexibility to adapt to individual needs and multiple funding sources. The County anticipates that successful proposers will demonstrate the ability to integrate treatment and supervision-support functions, collaborate effectively with County departments and community partners, and comply with all applicable state and federal requirements.

1.3. Contact Information

Taylor Luckie

Staff Services Analyst

465 S Washington St

Sonora, CA 95370

Email: tluckie@co.tuolumne.ca.us

Phone: [\(209\) 533-7532](tel:(209)533-7532)

Department:

Probation Department

Department Head:

Daniel Hawks

Chief Probation Officer

1.4. Timeline

Release of published RFP	February 15, 2026
Pre-Proposal Meeting (Non-Mandatory)	February 10, 2026, 10:00am
Deadline for receiving all questions	February 17, 2026, 5:00pm
Deadline for RFP responses to be received by County	March 10, 2026, 3:00pm
Review Committee evaluates and ranks proposals	April 10, 2026

Commencement of negotiation period	April 13, 2026
Notice of contract award (Tentative)	May 15, 2026
Deadline for protests/appeals (Tentative)	May 22, 2026
Contract executed (Tentative)	August 1, 2026

2. Scope of Services

Community-Based Supervision, Treatment, and Reentry Services - Program Purpose and Objectives

The Contractor shall provide comprehensive, evidence-based community and custody-adjacent services for justice-involved adults referred by the Tuolumne County Probation Department and, where applicable, in coordination with the Tuolumne County Sheriff's Office. Services shall be designed to reduce recidivism, promote accountability, support rehabilitation, and provide structured alternatives to incarceration, custody sanctions, or formal violation proceedings. Programming shall be individualized, assessment-driven, and aligned with evidence-based practices and Probation Department directives.

2.1. Community-Based Supervision and Treatment Services

1. Program Purpose

The Contractor shall operate a community-based supervision and treatment program designed to provide the County with structured alternatives to formal violation proceedings, incarceration, and unmonitored release. Participants shall be referred by the Tuolumne County Probation Department ("Department").

2. Facility and Operations

- A. The Contractor shall provide furnishings, fixtures, and equipment necessary for basic facility operations.
- B. The Contractor shall provide computers, telephones, printers, and internet connectivity for program staff.
- C. Programming shall be provided five (5) days per week, Monday through Friday, or as otherwise agreed upon by the Contractor and the Department.

3. Participant Referral and Placement

- A. The Department, in conjunction with the Court Treatment Team, shall determine participant eligibility and make appropriate referrals to the program(s).
- B. The Department will use best efforts to maintain an appropriate average daily population.
- C. Referrals shall be submitted using a Department-approved referral form and may include, but are not limited to:
 1. Court orders
 2. Relevant Probation sentencing reports
 3. Criminal, legal, and social history

4. Correctional Assessment & Intervention System (CAIS) risk assessment, and any other relevant risk/needs assessment(s)
- D. Participants will be referred to the appropriate portions of the program based on identified needs, a participant's ability to access and participate in non-Contract treatment services, and other relevant factors. Final determination of the appropriate service referrals will be determined by the Prop. 36 Treatment Team.

4. Program Components

- A. Individualized programming shall be provided based on validated risk and needs assessments.
- B. The Contractor shall utilize ASAM, ORAS, or another mutually-agreed upon, validated assessment tool.
- C. A Behavior Change Plan shall be developed for each participant and shall:
 1. Address risk, need, responsivity, and treatment principles;
 2. Target identified criminogenic needs; and
- D. Be reviewed with the participant at least monthly.
- E. Participants shall maintain daily program contact following orientation and assessment.
- F. Case files shall be maintained for a minimum of three (3) years following program discharge.
- G. The Contractor shall utilize recognized cognitive-behavioral curricula and ensure staff are trained by qualified trainers.

5. Substance Use Monitoring

- A. The Contractor shall conduct random urinalysis testing using Department-approved protocols.
- B. Breath alcohol testing shall be conducted in accordance with participant phase requirements.
- C. Testing panels and frequency shall align with Probation Department standards and be coordinated with County management.
- D. Positive tests, refusals, and results shall be documented and reported to the Department within twenty-four (24) hours when applicable.

6. Program Phases and Service Dosage

- A. The Contractor shall provide structured supervision and treatment services five (5) days per week using evidence-based practices (EBP). Program delivery shall be responsive to each participant's assessed risk level, criminogenic needs, responsivity factors, and court-ordered conditions.
- B. Services shall be delivered through a progressive continuum of care, beginning with higher levels of structure and monitoring and transitioning to reduced intensity as participants demonstrate engagement, stability, and compliance. Progression through service levels shall be determined by participant performance, reassessment outcomes, and professional judgment, in coordination with the Probation Department.
- C. Duration of services shall be individualized based on participant needs, behavior, and progress toward established goals.
- D. Program services shall include, but are not limited to:
 - 1. Orientation and intake assessment
 - 2. Development and implementation of an individualized Behavior Change Plan
 - 3. Cognitive behavioral interventions delivered through individual and group modalities
 - 4. Substance use monitoring, including breath alcohol testing and random drug testing
 - 5. Case management and referral to community-based resources
 - 6. Preparation for program completion and transition planning.

For participants with court-ordered or assessed needs related to intimate partner violence, domestic violence, or abusive behaviors, services may also include Batterer's Intervention or comparable behavior change programming that meets applicable statutory and probation requirements.

- A. As participants demonstrate progress, services may transition toward:
 - 1. Reduced reporting requirements
 - 2. Increased focus on skill application in the community
 - 3. Support for employment, education, housing stability, and pro-social activities
- B. Prior to program completion, the Contractor shall provide structured transition and follow-up services, which may include continued case management contact, relapse prevention planning, and ongoing substance use monitoring, as appropriate to support sustained behavior change and reduce recidivism.

- C. The Contractor shall document service delivery, participant progress, and any adjustments to intensity or structure and shall make such documentation available to the Probation Department upon request.
- D. When applicable, a portion of program services may be supported through opioid litigation settlement funding, consistent with all federal, state, and local requirements governing allowable uses of such funds. Settlement-supported services may include evidence-based substance use disorder treatment, relapse prevention, recovery support services, overdose prevention education, and coordination with medication-assisted treatment and community-based providers.
- E. The Contractor shall ensure that any services supported by opioid settlement funding are appropriately documented, tracked, and reported, and that such funding is used to enhance or expand services addressing substance use-related risk factors contributing to justice involvement.

7. Personnel and Staffing

- A. The Contractor shall provide qualified staff sufficient to administer all program components.
- B. The Contractor shall maintain a Staffing Plan reviewed annually and approved by the Department.
- C. Staff shall receive sufficient training hours annually.

8. Program Accountability and Reporting

- A. Daily attendance logs and next-business-day participant rosters shall be provided.
- B. Violations shall be reported to the Department within two (2) business days.
- C. Monthly reports shall include participant counts, service dates, and activities.
- D. Electronic data shall be provided in a mutually agreed-upon format.

9. Data Collection and Evaluation

The Contractor shall collect and report data including, but not limited to:

- A. Program entry and exit status
- B. Completion and discharge outcomes
- C. Employment, education, and housing status
- D. Risk and needs assessment results
- E. Drug testing results

F. Participation and engagement metrics

2.2. In-Custody Cognitive Behavioral and Reentry Services

1. Program Purpose

The Contractor shall operate an evidence-based cognitive behavioral program within the Tuolumne County Dambacher Detention Center (DDC) to serve in-custody individuals, prioritizing higher-risk and higher-need populations, including individuals sentenced under AB 109.

2. Services Provided

Services shall include, but are not limited to:

- A. Assessments
- B. Behavior Change Plans
- C. Cognitive Behavioral Therapy (group and individual)
- D. Life skills instruction
- E. Structured journaling activities where appropriate

3. Continuity of Care

Programming shall be designed to allow for continuity of services upon release to the community, supporting a structured transition and reducing recidivism.

4. Facility and Operations

- A. The Sheriff's Office shall provide secured programming space within the DDC.
- B. Programming shall operate five (5) days per week, Monday through Friday, or as otherwise agreed upon.
- C. Specific hours shall be coordinated with DDC administration.
- D. Programming shall not occur on County holidays and may close quarterly for staff training with advance notice.

5. Staffing and Security

- A. In-custody staff shall be supervised by a Contractor-designated supervisor.
- B. Background check requirements shall be coordinated with the County prior to final job offers.
- C. The Contractor shall immediately notify the County of any safety or security concerns.

6. Outcomes and Reporting

The Contractor shall track and report outcomes including:

- A. Program participation and completion
- B. Behavioral incidents
- C. Transitions to community-based services
- D. Recidivism comparisons where feasible

7. Training and Collaboration

The Contractor shall provide overview training to designated County staff on evidence-based practices and participate in relevant jail operations training as required.

8. Operational Clarification

The Contractor shall not be considered to be operating or managing the jail facility.

3. Minimum Qualifications

Proposers must meet all of the following minimum qualifications at the time of proposal submission. Failure to meet any minimum qualification may result in disqualification.

A. Organizational Experience

- A minimum of three (3) years of demonstrated experience providing community-based supervision, treatment, reentry, or rehabilitative services to justice-involved adults.
- Experience working in collaboration with probation departments, courts, correctional facilities, or other criminal justice partners.

B. Evidence-Based Practices

- Demonstrated use of evidence-based or evidence-informed interventions, including cognitive behavioral approaches.
- Ability to deliver services consistent with the principles of risk, need, responsivity, and treatment dosage.

C. Assessment and Case Planning Capacity

- Experience utilizing validated risk and needs assessment tools, or the ability to integrate County-designated assessment instruments.
- Capacity to develop, implement, and regularly review individualized behavior change or case plans.

D. Qualified and Trained Staff

- Ability to provide adequate, qualified, and trained staff to administer all required services.
- Staff must have appropriate education, training, and/or professional experience relevant to their assigned duties.
- Ongoing staff training, including training in cognitive behavioral interventions and motivational interviewing.
- Contractor must demonstrate the ability to maintain required staffing levels at all times sufficient to meet contractual service obligations.
- Contractor shall maintain a staffing plan that addresses routine operations, staff absences, vacancies, and operational contingencies.

- In the event of short-term or long-term staffing shortages, the Contractor must have the capacity to deploy qualified temporary, substitute, or relief staff to ensure continuity of services without interruption.
- All temporary or replacement staff shall meet the same minimum qualifications, training requirements, and background clearance standards as permanent staff, as applicable.

E. Program Management and Oversight

- Demonstrated capacity to provide program oversight and supervision, including a designated Program Manager or equivalent role.
- Ability to maintain staffing continuity and implement contingency plans for staff absences or vacancies.

F. Data Collection and Reporting

- Ability to collect, maintain, and report participant-level and program-level data as required by the County.
- Experience producing regular reports related to attendance, participation, service delivery, and outcomes.

G. Collaboration and Coordination

- Demonstrated ability to work collaboratively with County departments and community partners.
- Capacity to make and track referrals to supportive services such as substance use treatment, employment, education, housing, and benefits assistance.

H. Compliance with Laws and Regulations

- Compliance with all applicable federal, state, and local laws, regulations, and standards.
- Adherence to non-discrimination requirements and confidentiality laws, including those governing criminal justice and client records.

I. Insurance and Fiscal Capacity

- Ability to obtain and maintain required insurance coverage at levels acceptable to the County.
- Demonstrated fiscal stability and capacity to manage public funds and submit timely, accurate invoices.

J. Operational Capacity

- Ability to provide services during required days and hours as specified by the County.
- Capacity to maintain secure records, protect client information, and ensure the safety of staff and participants.

K. Licensing and Business Standing

- Properly licensed and in good standing to conduct business in the State of California.
- No material legal, financial, or operational issues that would impede successful performance of the contract.

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4. Proposal Package Requirements

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit their response online via Tuolumne County's e-Procurement platform, <https://procurement.opengov.com/portal/tuolumnecountyca>.

1. Proposal Elements*

A. Statement of Understanding and Approach

- This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.
- This section should include the following:
 - An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 - Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
 - Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified in the Scope of Work.
 - Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the County will consider proposals that offer alternative service delivery means and methods for the services desired.

- Proposers are also requested to identify any County owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the County in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the County, if applicable.

B. Company Information

- This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.
- The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

C. Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

D. Disclosure

- Please disclose any and all past or current business and personal relationships with any current County elected official, appointed official, County employee, or family member of any current County elected official, appointed official, or County employee. Any past or current business relationship may not disqualify the firm from consideration.

E. Experience and References

- The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in the Minimum Qualifications Section with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.
- Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

*Response required

2. Proposal Cost*

Proposer shall upload a fee schedule here. Information should include any and all costs associated with the fulfillment of the Scope of Services.

*Response required

5. RFP Process

5.1. Submittal of Proposals

Sealed proposals must be received online, NO LATER THAN 3:00 pm on Tuesday, March 10, 2026.

Proposals are to be submitted electronically using Tuolumne County's e-Procurement platform, <https://procurement.opengov.com/portal/tuolumnecountyca>. Proposals will be received only as instructed above, and must be received before 3:00 pm on Tuesday, March 10, 2026. Proposals shall not be submitted via hard copy, (hand delivered or mailed), facsimile, nor via email. It is the sole responsibility of the proposer to properly upload its proposal so that it is received by the time and date required. Any proposal received after said time and/or date or in any other format other than as instructed herein, cannot be considered and will not be accepted. The County's e-Procurement Platform records the time stamp for every proposal submitted properly in the system. Once a proposal is submitted in the e-procurement platform, the Proposer will receive an email confirmation, and the proposal status will also show as "submitted."

5.2. Submitter's Questions

Questions regarding the RFP must be submitted exclusively in writing to the County by 5:00 pm on Tuesday, February 17, 2026 via the County's e-Procurement platform, **in the Q&A tab**. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on Tuolumne County's e-Procurement platform, <https://procurement.opengov.com/portal/tuolumnecountyca>. **It is the responsibility of the proposers to check the County website to review the questions and responses.** Any oral responses to questions are not binding on the County.

5.3. Cost of Developing the Proposal

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

5.4. Proposal Terms and Conditions

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not

submitted in the format specified in this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

The County cannot accept proposals from any individual who is currently employed with the County of Tuolumne (California Government Code §29708).

5.5. Successful Proposal as Part of Contract Services

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

5.6. Evaluation of Proposals

See [#Evaluation of Proposals](#).

5.7. Other Requirements

In order to contract with the County of Tuolumne, a proposer must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
 - Standard contract language of the County; and,
 - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the County.
- Meet the requirements for audit of its expenditures if required in the above documents.

5.8. Non-Discrimination

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

5.9. Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for Tuolumne County Probation Recidivism Services once the Notices of Award/Non-Award have been issued.

Any protest must be submitted in writing to Probation Department, 465 S Washington St, Sonora, CA 95370, Attention: Taylor Luckie

The protest must be submitted before **5:00 p.m.** of the tenth (10th) business day following the date of the Notice of Award.

The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.

The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Chief Probation Officer will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

5.10. Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

6. Evaluation of Proposals

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor/consultant that best satisfies the County's requirements. The following describes the evaluation process and associated components.

A. Selection Process:

1. The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
2. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

B. Evaluation Criteria & Scoring:

1. The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below.

C. Award:

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. The County will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked proposer, the County will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised County reserves the following prerogatives:

- To reject any or all proposals;
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to

solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Completeness of Proposal	Pass / Fail	25 <i>(25% of Total)</i>
2.	Qualifications	0-5 Points	20 <i>(20% of Total)</i>
3.	Service Delivery/Methodology	0-5 Points	25 <i>(25% of Total)</i>
4.	Reasonable Cost of Service	0-5 Points	30 <i>(30% of Total)</i>

7. Contract Information

7.1. Term/Termination

The term of the initial contract awarded under this RFP will be for: three (3) years. By mutual agreement, this contract may be extended for two (2) one (1) year automatic extensions, under the following circumstances:

- The County receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The County continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the County.

The contract will be subject to termination by either party upon 30 calendar days' written notice of intent to terminate. The County may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

7.2. Funding Availability

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

7.3. General Insurance

- A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:
 - i. **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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.**ii. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.**iii. Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. 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 the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

- B. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:**i. Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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 Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).**ii. Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.**iii. Umbrella or Excess Policy.** The 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 Insured, 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.**iv. Notice of Cancellation.** Each insurance policy

required above shall provide that coverage shall not be canceled, except with notice to the County.v. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. 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.vi. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000, unless approved in writing by 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 Insured. 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.vii. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.viii. Verification of Coverage. Contractor shall furnish the County with original Certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.ix. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.x. Failure to Comply: Upon failure to comply with any of these insurance

requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

7.4. Hold Harmless/Indemnification

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.