

RFP 2019-11

UTAH COUNTY

REQUEST FOR PROPOSALS

FOR

**A PROVIDER OF PRE-FILING CRIMINAL
SUPERVISION SERVICES**

FOR

THE UTAH COUNTY ATTORNEY'S OFFICE

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

The Utah County Attorney's Office (UCAO) Pre-Filing Diversion Program is an alternative method of holding offenders accountable for violations of the law. It targets low-level crimes and diverts eligible offenders from formal court proceedings to a program tailored to address or remedy issues related to the allegations. The Program is voluntary and not for offenders contesting their guilt. Successful participants will have their cases closed and formal charges will not be filed in court.

The Program's primary goals are to: (1) prevent, eliminate or reduce the rate of recidivism; (2) speedily collect restitution for crime victims; (3) reduce costs and caseload burdens on prosecutors and the criminal justice system; (4) provide learning opportunities and life-skills for participants; and (5) avoid criminal charges for successful participants.

Participants in the Program are required to complete a list of conditions supervised by a private provider designated by the UCAO, which may include: (1) community service hours; (2) paying full restitution to victim(s); (3) risk assessments and recommended classes, counseling and/or treatment; (4) a supervision program normally between six and 12 months; and (5) not violating the law during the supervision period. The UCAO does not collect a fee from participants but they are required to pay a nominal monthly supervision fee to a supervision provider, pay full restitution to victims where applicable and pay the costs associated with any recommended classes, counseling or treatment.

Eligibility requirements to participate and acceptance into the Program and the conditions required to be completed are within the sole discretion of the UCAO. Diversion is a privilege and not a right and **strict compliance** is required to successfully complete the Program. Participants who fail to complete the required conditions will be terminated from the Program and their cases will be returned to the traditional prosecution track.

The UCAO encourages all candidates of this Program to consult with an attorney prior to formally executing any supervision agreement with the supervision provider to determine any and all effects it may have upon them if they are accepted and choose to participate.

1.2 SCREENING PROCESS

The UCAO will solicit input from the investigating officers and victims when determining whether to invite offenders to participate in the Program. Because the Program targets low-level offenders who are serious about making amends for their criminal behavior and not reoffending, the following crimes and offenders are excluded from participation.

- Crimes of violence including domestic violence and offenses against vulnerable or elderly persons
- Sex crimes (Utah Code Title 76 Chapter 4 Parts 5 and 5b offenses) and Sexual Battery
- Residential burglaries

- DUI offenses
- Offenses involving dangerous weapons
- Drug distribution
- Gang members
- Offenders currently on probation
- Offenders with a felony conviction or more than two misdemeanor convictions other than minor traffic violations
- Offenders with outstanding arrest warrants
- Offenders unable to complete community service or pay restitution where appropriate
- Traffic offenses
- Non-amenable offenders (those not open to correction or likely to reoffend according to the UCAO)

Candidates for the Program must disclose all prior charges, arrests, diversions and convictions during the in-take interview with the supervision provider. Failure to do so will make the candidates ineligible for the Program or provide cause for immediate termination. Participants convicted of or charged with a new crime where probable cause exists is cause for immediate termination from the Program. The UCAO may make exceptions to the above-listed eligibility requirements.

Cases referred to the UCAO for prosecution that appear to meet the eligibility requirements of the Program are referred to the Community Services Division. This Division reviews the cases and the candidates' criminal history to determine whether to provisionally accept them into the Program in lieu of traditional prosecution. If provisionally accepted, the Division will send a letter to the candidates inviting them to participate in the Program with information about it (including probable conditions required to be completed) and a date by which they must meet with the designated supervision provider for an in-take interview. This Division will also provide notice to the supervision provider that the candidates have been referred to the Program and the date by which they must appear for the in-take interview. If the candidates fail to appear for the interview, they are subject to immediate disqualification from the Program. During this interview, the supervision provider will further assess the candidates' amenability for the Program, which may include adding required conditions according to their individual needs (subject to the approval of the UCAO). If the candidates accept the list of conditions and decide to enter the Program, they will sign a supervision agreement with the supervision provider and formally enter the Program. If at any point during the supervision period the participants fail to meet the conditions of the agreement or otherwise terminate their participation in the Program, they will be terminated from the Program and their original cases will be returned to the traditional prosecution track and court involvement. Participants that complete all conditions of the Program will receive a certificate of completion and their cases will be closed.

1.3 PROPOSAL REQUIREMENTS

For consideration, Applicants must submit a written proposal that describes the Applicant's professional qualifications and relevant experience in the following format:

- A. Provider Identification:
 - 1. Name of Provider
 - 2. Full names and dates of birth of all Provider owners, managers, and the supervisors of the participants
 - 3. Contact person
 - 4. Contact information (phone, fax, email)
- B. Provider Information and Resources:
 - 1. Years Provider has been in business
 - 2. Provider's credentials and supervisor training program
 - 3. Provider's experience in providing probation services
 - 4. Supervisors of Participants' education, experience, and certifications
 - 5. Office addresses
 - 6. Office hours
- C. Provider Plan and Approach: Provide the key elements and unique features of your Proposal. Provide your work plan, including how you approach supervision services, how the tasks will be accomplished, and how data will be collected and reported to the UCAO. Specifically address:
 - 1. Intake Evaluation Process
 - 2. Ability to perform a Risk/Needs Assessment and specify the risk assessment tools that will be used.
 - 3. Development of supervision plan
 - 4. Ability to supervise the participant in the following areas:
 - a. Community service
 - b. Substance abuse testing, counseling, treatment
 - c. Education / Class requirements
 - d. Electronic monitoring (GPS and/or alcohol)
 - e. General supervision
 - f. Provider's ratio between participant supervisors and participants
 - 5. Creating and delivering Supervision Reports to the Utah County Attorney's Office
- D. Cost to Participants: A complete fee schedule participants will be required to pay for Provider's supervision services. Address if and how an indigent participant's inability to pay for the services would impact their ability to continue receiving services.
- E. Spanish Speaking Services: Details concerning Provider's ability to provide services to Spanish speaking participants.
- F. Provider's IRS Form W-9.
- G. Signed signature sheet.

SECTION 2 PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The Procedure for the issuance of this RFP, evaluation of proposals, and selection of a Provider is as follows:

A. Interested entities will prepare and submit its proposal according to the Procurement Timetable contained in Subsection 2.3.

B. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.

C. The selected Provider will be required to sign an agreement with Utah County which will include, among other terms and conditions, terms substantially similar to those attached hereto as “Attachment A. Utah County Standard Terms and Conditions for Services” and “Attachment C. Utah County Special Provisions for Supervision Services.” Additionally, the Providers responses to this RFP may become contractually binding by attachment to a signed agreement.

2.2 RULES OF PROCUREMENT

This RFP shall conform to and is governed by and subject to the Utah County Procurement Rules and Regulations.

All materials submitted in response to this RFP becomes the property of Utah County and will not be returned. Proposals submitted may be reviewed and evaluated by any person at the discretion of Utah County.

Utah County has established certain requirements with respect to proposals to be submitted by Providers. The use of “shall”, “must”, or “will”, in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

Utah County reserves the right to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of Utah County.

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

Utah County may not award an agreement solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal that best meets Utah County’s needs and is the most advantageous proposal received. No oral, telephonic or electronic proposals or modifications will be considered.

Provider agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to a Provider for any costs or expenses incurred in connection with this RFP or Provider's response.

2.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	May 22 nd 2019
Closing Date for Receipt of Proposals	June 7 th 2019, 12:00 noon (mountain time)

2.4 INSTRUCTIONS FOR PROPOSAL SUBMISSION

Six (6) copies of Provider's proposal must be submitted to the Utah County Purchasing Agent:

Robert Baxter
Utah County Purchasing Agent
100 East Center, Suite 3600
Provo, Utah 84606

Proposals must be clearly marked, “RFP 2019-11 – Pre-filing Supervision Services”.

2.5 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed prior to the submission deadline date to:

Chad Grunander
Community Services Division Chief
100 East Center, Suite 2100
Provo, Utah 84606
Telephone Number: (801) 851-8039

2.6 EVALUATION CRITERIA

The following criteria will be used to evaluate each proposal and to make a final selection.

- 15% Provider Information and Resources (see section 1.3 B.)
- 35% Provider Plan and Approach (see section 1.3 C.)
- 35% Cost to Participants (see section 1.3 D.)
- 15% Ability to provide Spanish speaking services (see section 1.3 E.)

Utah County may develop a short list of Providers that will make a presentation to the committee before the formal evaluation is completed.

The award recommendation will be based on the best evaluated proposal and shall constitute only a recommendation to the Board of County Commissioners. All proposals are subject to the final review, evaluation and decision by the Board of County Commissioners of Utah County. The Board of County Commissioners shall award the contract to one of the top three ranked offerors or may elect to reject all proposals.

Utah County will make any and all inquiries necessary to evaluate each Provider's proposal. In the submission of Provider's proposal, Provider is agreeing that the final decision will not be challenged. Utah County reserves the right to reject any or all bids pursuant to this RFP.

SECTION 3 ACCEPTANCE OF PROPOSAL

Pursuant to this RFP an agreement will be executed. The agreement period will be for a term of approximately one year, commencing when executed. Utah County shall have an option, pursuant to that agreement, to renew the agreement for three additional one-year periods, upon the same terms and conditions. The agreement with Utah County will include, among other terms and conditions, terms substantially similar to those attached hereto as "Attachment A. Utah County Standard Terms and Conditions for Services" and "Attachment C. Utah County Special Provisions for Supervision Services." Additionally, the Providers responses to this RFP may become contractually binding by attachment to a signed agreement.

SECTION 4 DISQUALIFICATION OF PROPOSAL

The occurrence of any of the following may result in disqualification of a Provider:

- A. Failure to respond by the established submission deadline.
- B. Failure to completely answer all questions posed in the RFP.
- C. Failure to provide requested documentation at the time of proposal submission.
- D. Illegible responses.
- E. Failure to sign and return the proposal.
- F. Failure to evidence a satisfactory record of integrity.
- G. Failure to qualify legally to contract.

SECTION 5 TERMS AND CONDITIONS

5.1 GENERAL REQUIREMENTS

Utah County will award an agreement in reliance upon the information contained in proposals submitted in response to this RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the successful Provider.

It is vitally important that any person who signs a proposal or agreement on behalf of a

Provider's organization certifies that he or she has the authority to so act. The successful Provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any Provider to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any Provider under or in connection with this RFP, unless and until Utah County and such Provider shall have executed and delivered a definitive written agreement.

By responding to this RFP each Provider acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The Provider further agrees that neither Utah County nor any of its representatives shall have any liability to the Provider or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if signed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner as having any legal effect whatsoever.

No oral modifications or amendments to this RFP or any resulting agreement shall be effective, but such may be modified or amended by a written agreement signed by the parties. If it becomes necessary to revise any part of this RFP, an addendum will be provided to all who received an RFP.

5.2 PROPRIETARY INFORMATION

A Provider is required to mark any specific information contained in its proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the RFP. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected.

SIGNATURE SHEET

I hereby certify that the information submitted by me/my company in response to this RFP, including the pricing and other information in this Proposal Response Form is true and accurate.

I understand that Utah County has the right to reject any or all proposals or to waive minor irregularities when to do so would in the best interests of Utah County.

I certify by my signature below that I am authorized to contractually bind the Company listed below.

Name of
Company/Firm _____

Address

Phone Number _____ Fax Number _____

Email Address _____

Print Name _____

Signature _____ Date _____

Title/Position _____

ATTACHMENT A: UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR SERVICES

1. **TERM**

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified herein, or until the date specified on the signature page of this AGREEMENT.

Termination of this AGREEMENT shall not terminate any warranty or other continuing obligation owed by CONTRACTOR as set forth herein.

2. **EXTRA WORK**

- a. Extra work shall be undertaken only when previously authorized in writing by Utah County, and is defined as additional work which is neither shown nor defined in this AGREEMENT or the attached CONTRACTOR's proposal (if any), but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the CONTRACTOR.
- b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the CONTRACTOR as if they had been included in the agreement, without additional cost to COUNTY. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

3. **GOVERNING LAW**

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and the ordinances of Utah County. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Provo in the Fourth Judicial District Court for Utah County.

4. **EMPLOYMENT STATUS VERIFICATION**

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification system and comply with Utah code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

5. **AMENDMENTS**

No oral modifications or amendments to this AGREEMENT shall be effective, but such may be modified or amended by a written agreement signed by the parties.

6. **ASSIGNMENT**

The parties to this AGREEMENT shall not assign said AGREEMENT, or any part thereof, without the prior written consent of the other party to the AGREEMENT. No assignment shall relieve the original parties from any liability hereunder.

7. **SUCCESSORS IN INTEREST**

This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

8. **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, save, hold harmless, and defend at CONTRACTOR's own expense COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or their provision of any services required herein to be performed by CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees. CONTRACTOR shall assume sole liability for any injuries or damages

caused to a third party as a result of fulfillment of this AGREEMENT.

9. GOVERNMENTAL IMMUNITY

COUNTY is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann §§ 63G-7-101 to -904 (2011). COUNTY does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or comparable legislation enactment. The parties agree that COUNTY shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits set forth in that Act or the basis for liability as established in the Act.

10. NON-FUNDING CLAUSE

COUNTY intends to request the appropriation of funds to be paid for the services provided by CONTRACTOR under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the COUNTY's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of CONTRACTOR, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by COUNTY under this Agreement, COUNTY shall promptly notify CONTRACTOR of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the COUNTY as a result of the violation. CONTRACTOR is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

12. CONFIDENTIALITY

Contractor shall hold all information provided to it by COUNTY for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of CONTRACTOR's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of COUNTY. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by CONTRACTOR in performance of this Agreement shall also be held confidential by CONTRACTOR. COUNTY shall have the sole obligation or privilege of releasing such information as required by law.

13. PAYMENT

Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the CONTRACT will be remitted electronically, by mail, or as otherwise determined by COUNTY. CONTRACTOR shall accept payment by Purchasing Card without any additional fees.

14. TERMINATION

Unless otherwise stated in the Special Terms and Conditions, this Agreement may be terminated with cause by either party, in advances of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On

termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

15. FORCE MAJEURE

Neither party to this Agreement will be held liable for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The COUNTY may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

16. INDEPENDENT CONTRACTOR

- a. CONTRACTOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from COUNTY, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.
- b. The parties intend that an independent contractor relationship will be created by this AGREEMENT. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of COUNTY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.
- c. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

17. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

18. INSURANCE

- a. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,500,000 per occurrence. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place.
- b. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all subcontractors, and all employees of the CONTRACTOR and/or subcontractors.

19. LEGAL

CONTRACTOR shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

20. NO PRESUMPTION

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

21. WARRANTY

CONTRACTOR warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of CONTRACTOR'S profession, and in conformance with the terms hereof.

22. COUNTERPARTS AND FACSIMILE SIGNATURES

This AGREEMENT may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

23. ENTIRE AGREEMENT

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

ATTACHMENT C: UTAH COUNTY SPECIAL PROVISIONS FOR SUPERVISION SERVICES

1. **RECORDS**

Any and all records generated by Contractor in association with the services contemplated herein shall be made and kept in compliance with all state and federal laws. At all times during the contract period, upon 24 hours' notice and during Contractor's regular business hours, Contractor shall provide County access to any all records requested to facilitate the County's inspection of records. In the event of termination of this agreement, Contractor agrees to provide Utah County and or its assignee a copy of all records to facilitate a transition in service providers or service methods.

2. **LICENSING AND PROFESSIONAL REQUIREMENTS**

Provider will ensure each person engaged in providing services under this agreement will maintain an active license with the Utah Division of Occupational and Professional Licensing as a private probation provider. Provider agrees to secure and maintain in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law in order for the Provider to render its services as required in this agreement.

3. **INSPECTION**

Utah County or its authorized representatives shall have the right to enter the premises of the Provider, or such other places where Provider services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the all records pertaining to the agreement. The Provider must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

4. **ADDITIONAL CONDITIONS**

- A. Provider will provide, in an agreed upon format, to the Utah County Attorney's Office monthly updates on the status of each participant's compliance with the terms and conditions of the supervision plan.
- B. Provider's agreement with participants will not require defendants to pre-pay more than two months of fees.
- C. Provider will obtain information releases complying with HIPAA and 42 CFR Part 2 from each participant in order for the Provider to communicate with Utah County.
- D. Provider will provide to the Utah County Attorney's office written reports concerning a participant's violation of terms and conditions of the supervision plan within three business days of Provider having knowledge of the violation.
- E. Participants will be supervised only by licensed private probation Providers in an active status with the Utah State Department of Professional Licensing.
- F. Provider will ensure that all substance abuse evaluations are conducted by appropriately licensed providers located in Utah County. Provider cannot now or at any time during the term of the agreement have financial or familial ties to substance abuse evaluation/assessment or treatment entities used by Provider. Provider will conduct random drug and alcohol testing no less than at the frequencies identified in the participant's supervision plan or substance abuse evaluation.
- H. Provider will have and maintain an office in Utah County for participants residing in Utah County and that office will be open at least 30 hours per week excepting normal holidays.
- I. Provider agrees to require each participant to meet with his or her supervision Provider in person no less than once per month.

5. **PAYMENT**

Provider will receive no revenue or funds from Utah County. All revenues or funds to Provider will be gained pursuant to an agreement, if any, between provider and the above-described participants.