California Department of Corrections and Rehabilitation

CDCR
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INVITATION FOR BID

Division of Administrative Services
Office of Business Services
Contracts Management Branch

Updated:August 2024

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACTS MANAGEMENT BRANCH

June 27, 2025

INVITATION FOR BID (IFB)
NOTICE TO PROSPECTIVE BIDDERS
LONG TERM OFFENDER REENTRY RECOVERY (LTORR) PROGRAM
BID NUMBER C5612990-D

RETURN BID TO: CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov
Please see Bid Submittal instructions for CDCR's new electronic bid submittal process.

You are invited to review and respond to this IFB C5612990-D, titled Long Term Offender Reentry Recovery (LTORR) Program Services Contract for San Francisco County. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Government Code 14838, the California Department of Corrections and Rehabilitation (CDCR) is required to meet the State's twenty-five percent (25%) Small Business (SB) participation requirement. Certified SBs and micro-businesses (MB) are encouraged to submit bids. See Small Business Preference Program Section, in this IFB for requirements.

The designated contact person for this IFB is:

Contract Analyst: Tiffany Thompson
California Department of Corrections and Rehabilitation
Email address: tiffany.thompson@cdcr.ca.gov
Phone: (279) 210-3742

Please note that no verbal information given will be binding upon CDCR unless such information is issued in writing as an official addendum.

Technical questions regarding this solicitation will be addressed in writing and accordance with the Questions and Answers portion of this IFB. See Letters of Inquiry Section for more details.

Sincerely,

Tiffany Thompson

Tiffany Thompson
Contract Analyst

Table of Contents

BID PACKAGE OVERVIEW 4
PROJECTED TIMETABLE 6
FUNDING 6
BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS 6
PROHIBITION ON TAX DELINQUENTS 6
BIDDER RESPONSIBILITIES & THE BID PACKAGE 6
BID SUBMITTAL 7
LETTERS OF INQUIRY 9
PUBLIC BID OPENING 9
EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS 9
GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE 9
BASIS FOR AWARD 10
PROTEST AWARD 10
AGREEMENT EXECUTION 11
EXTENSION OF TERM 11
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM 11
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE 12
SMALL BUSINESS PREFERENCE PROGRAM 12
NON-SMALL BUSINESS PREFERENCE REQUEST 13
NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE 13
TARGET AREA CONTRACT PREFERENCE ACT (TACPA) 14
IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND DVBES 14
BIDDER PROVIDING FACILITY(IES) 15

BID PACKAGE OVERVIEW

This IFB package contains the following documents (except as otherwise indicated).

Please note that you **must** comply with the requirements contained in **all** documents.

- Bid Submittal Checklist
- Bidder Acknowledgment/Certification (OBS 300)
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Program Location (Exhibit A-1)
- Budget Details and Payment Provisions (Exhibit B)
- Daily Bed Per Diem Rate Sheet (Exhibit B-1)
- Non-Expendable Equipment (Exhibit B-2)
- General Terms and Conditions (Exhibit C)
  This document is incorporated in this bid package by reference only and is available on the Internet at Standard Contract Language for Non-IT Services - GTC 02/2025.
- Special Terms and Conditions (Exhibit D)
- CDCR 2301 PREA Policy Information for Volunteers and Contractors (Exhibit E)
- HIPAA Business Associates Agreement (Exhibit F)
- ARMS Data Sharing Security Agreement (Exhibit G)
- Site and Funding Limit Requirements (Exhibit H)
- Data Requirements and Reporting Time Frames (Attachment 1)
- Parolee Request for Accommodation (CDCR 1824-B) (Attachment 2)
- Background Security Clearance Application (CDCR 2311) (Attachment 3)
- No Longer Interested Notification (CDCR 1797) (Attachment 4)
- Property Room Inventory Sheet (Attachment 5)
- Activity Report (CDCR 1502) (Attachment 6)
- Incident Report (CDCR 2284) (Attachment 7)
- Physical Site Visit Evaluation (Attachment 8)
- Monthly Participant Day Invoice (Attachment 9)

- Register of Program Participation (Attachment 10)
- Bidder's References
- Standard Contractor Certification Clauses (CCC)
- Payee Data Record (STD 204)
- Supplement Vendor Payee Data Record Form
- Payee Data Record Supplement (STD 205)
- Darfur Contracting Act (OBS 1500)
- Iran Contracting Act (OBS 1502)
- California Civil Rights Laws Certification (OBS 1510)
- Generative Artificial Intelligence (GenAI) Reporting and Factsheet (OBS 1000)
- Sample Certificate of Insurance
- Bidder Declaration (GSPD-05-105)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions
- Disabled Veteran Business Enterprise Declarations (DGS PD 843)
- DVBE Bid Incentive Request and Acknowledgement (OBS 554)
- Target Area Contract Preference Act Preference Request for Goods and Services Solicitation (STD 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526)

PROJECTED TIMETABLE

The following dates are set forth for informational and planning purposes only and are subject to change.

IFB Available to Prospective Bidders	June 27, 2025
Letters of Inquiry Due	July 3, 2025, by 5:00 PM
Submission of Bid	July 14, 2025, by 11:00 AM
Public Bid Opening	July 15, 2025, at 2:00 PM
Anticipated Date for Commencement of Services	Upon Approval
Term End Date of Agreement	June 30, 2028

FUNDING

Subject to the availability of funds and approval by the Department, there is a current maximum budget of $2,366,547.00 for San Francisco County. Refer to Exhibit H, Site and Funding Limit Requirements, for a breakdown of funding maximums for each fiscal year. Any bids exceeding the maximum funding threshold may be disqualified.

BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

Bidder qualifications and licensing requirements (if any) are specified below and/or in Exhibit A, Scope of Work. Unless otherwise stated, the bidder shall meet all qualifications and licensing requirements at the time of the bid opening.

PROHIBITION ON TAX DELINQUENTS

Persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) under authority of Sections 7063 or 19195 of the Revenue and Taxation Code, shall be disqualified from the bidding process.

Pursuant to PCC §10295.4, contracts are void and unenforceable if a Contractor is included on tax delinquency lists.

(a) Notwithstanding any other law, a state agency shall not enter into any contract for the acquisition of goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Any contract entered into in violation of this subdivision is void and unenforceable.

(b) This section shall apply to any contract executed on or after July 1, 2012.

BIDDER RESPONSIBILITIES & THE BID PACKAGE

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information will be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State will issue an addendum to all bidders that received a bid package.

Bidder shall provide rate(s) on Daily Bed Per Diem Rate Sheet (Exhibit B-1). Bidder shall set forth rates in clear, legible figures in the spaces provided in Exhibit B-1. Failure to provide the required rates shall be cause for rejection of your bid.

NOTE:

1. Any quantities listed on Exhibit B-1, Daily Bed Per Diem Rate Sheet, are CDCR's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.

2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.

3. The amount of the total bid will be rounded up to the nearest whole dollar when the Agreement documents resulting from this bid are prepared.

All required documents listed in the Bid Submittal Checklist must be included within the bid package. No bid will be considered unless it is submitted with the CDCR Bidder Acknowledgement/Certification form (OBS 300) and Exhibit B-1, Daily Bed Per Diem Rate Sheet and is in conformance with the submission requirements of this IFB. Additionally, a signed copy of all pages of the Contractor Certification Clauses (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

The bid must be for the entire activity described herein. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed through DocuSign by the bidder.

Failure to submit required documentation may result in the rejection of your bid.

BID SUBMITTAL

Bids must be submitted electronically, with all necessary bid submission documents in a clear, legible Portable Document Format (PDF), the documents are fully responsive and lack any deficiency, to CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov no later than the time and date specified in the Projected Timetable. Any bid received in any other manner will **NOT** be considered. Bid submission time will be recorded using the electronic time stamp associated with receipt of the email submission. CDCR will provide an automated email response confirming receipt of each submission received showing the date and time the submission was received. If a confirmation receipt is not received, please contact CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov to confirm your bid was received. Confirmation receipt is not a representation by CDCR that the submitted bid is responsive and complete.

Any electronic bid received after the Submission of Bid date and time specified in the Projected Timetable will **NOT** be considered. Bidders are ultimately responsible for ensuring timely receipt of their bid. ***It is recommended that Bidders submit bids at least one (1) hour in advance of the bid submission deadline to allow for confirmation of bid submission.***

Bid submissions with attached PDF documents in excess of forty (40) Megabytes in size risk being undeliverable. The State's mail server may automatically reject excessively large emails. Bidder may submit multiple emails if file size exceeds forty (40) Megabytes. Multiple emails should be identified as follows: 1 of 3, 2 of 3, 3 of 3, etc. Links to files stored on the internet (e.g., Google Drive, Dropbox) in lieu of attachments are not acceptable, and any documents stored at such links will not be reviewed.

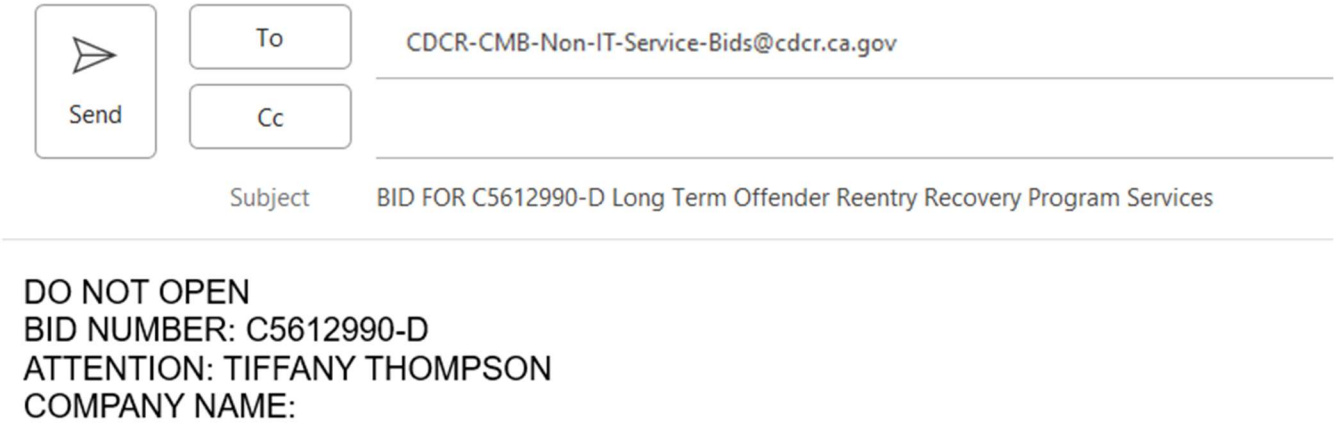
The subject line of the electronic bid must be titled:
BID FOR C5612990-D - Long Term Offender Reentry Recovery (LTORR) Program Services.

Bids that are not properly marked may be disregarded. Please see example below for further assistance.

The body of the email of the electronic bid must only contain the following:

DO NOT OPEN
BID NUMBER: C5612990-D
ATTENTION: Tiffany Thompson
COMPANY NAME:

(See Sample Below)



In submitting a bid, the bidder accepts the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of the bidder and shall not be charged to the State.

Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear one of the following DocuSign, or Adobe Acrobat Sign signature, or a scanned document of an original ink signature. An unsigned bid may be rejected.

A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered. A bid may be withdrawn from consideration by submitting a written withdrawal request to CDCR via email to CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov, signed by the bidder or an authorized agent. Bids will not be opened until the Public Bid Open date and time. Once opened by the State, the submitted bid is binding and may not be withdrawn without cause.

All documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

LETTERS OF INQUIRY

The purpose of these letters is to provide bidders the opportunity to ask questions and/or provide feedback to CDCR on the specifics of the IFB and/or DVBE requirements. While some input may be incorporated into the IFB, remarks and explanations submitted may not necessarily change provisions of the IFB. Any modifications to the IFB as a result of these inquiries will be documented by an addendum and forwarded to all bidders.

Any letters of inquiry must be submitted by email to allow CDCR time to research and prepare a response. Submit your letter of inquiry by the date specified in the Projected Timetable Section of this IFB directly to Tiffany Thompson, Contracts Management Branch, by E-mail: Tiffany.Thompson@cdcr.ca.gov.

Inquiries received after this date will only be addressed at CDCR's discretion.

PUBLIC BID OPENING

All bids received by the due date and time will be opened and read at a virtual public bid opening. Bids will be opened publicly over conference-call utilizing the call-in number below. The time of the public bid opening will be as outlined in the Projected Timetable.

Call-In Number: 1-916-701-9994
Passcode: 340347063#

At the time of the public bid opening, the dollar amount of each bid, claimed preference, and the name of each company bidding shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable. Final results may change as a result of formal bid evaluation.

Bid opening will be audio only with no opportunity for questions and answers.

Bid Results can also be requested by contacting the contract analyst listed in this solicitation following the public bid opening.

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of

any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

BASIS FOR AWARD

The award of an Agreement, if it is to be awarded, will be made to the lowest responsible bidder whose bid complies with all requirements prescribed herein. In the event a bidder submits more than one (1) bid for the same institution/service under this bid process, the State shall select the lowest bid and reject all other bids from this bidder.

In the event of tie bids, except as provided in Government Code §14838(f), CDCR reserves the right to determine the bidder entitled to the contract award based on the percent of discount specified in Exhibit B-1, Daily Bed Per Diem Rate Sheet, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed, and all affected bidders will be advised of the tiebreaker method and invited to attend.

The State is not required to award an Agreement and reserves the right to reject any and all bids and to waive any immaterial deviations in the bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

The State intends to award one or more Agreements to the lowest responsible bidder(s). Bidders may submit bids for one or more locations. If a bidder is the lowest bidder for more than one location, all of the locations awarded to that bidder may be incorporated into one Agreement. This determination will be based on what is in the best interests of the State.

PROTEST AWARD

Information regarding the protest of an award may be found by going to State Contracting Manual - Volume 1, under Chapter 6: Contract Award Protests.

A protest to this bid must adhere to Public Contract Code (PCC) Section 10345.

The envelope or email subject line containing the written protest must clearly state:
"Protest Concerning IFB Number C5612990-D for the California Department of Corrections and Rehabilitation".

Protests **MUST** be filed with:

ORIGINAL	COPY
EMAIL OR MAIL DELIVERY Email: OLSProtests@dgs.ca.gov Department of General Services Office of Legal Services Attn: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605	**EMAIL OR MAIL DELIVERY** E-mail: m_CDCR-OBS-Protest-Mailbox@cdcr.ca.gov Department of Corrections and Rehabilitation Office of Business Services Contracts Management Branch 9838 Old Placerville Road, Suite B-2 Sacramento, CA 95827

AGREEMENT EXECUTION

The Agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the Contractor fail to commence work at the agreed-upon date and time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB Exhibits A, A-1, B, B-1, B-2, C, D, E, F, G, and H and Attachments 1-10.

This Agreement will not include a copy of the Exhibit C, General Terms and Conditions for Private Contractors, which is incorporated into the Agreement by reference only on the STD 213. Exhibit C may be downloaded from the Internet at Standard Contract Language for Non - IT Services.

After award, the Standard Agreement will be forwarded to the Contractor for signature via DocuSign. Upon receipt, the Contractor must sign the Agreement and return the Agreement with any required documentation in accordance with the time frame specified in the transmittal letter. In the event the State has not received the signed Agreement and the required documentation within the specified time frame, the award may be rescinded and awarded to the next lowest responsible bidder.

This Agreement is not valid unless and until approved by the Department of General Services, or, under its authority CDCR. The State has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with the DGS Government Claims Program. When the Agreement is fully approved, a copy will be forwarded to you.

EXTENSION OF TERM

This Agreement may be amended when the additional year(s) or additional task(s) were anticipated and evaluated as an option to renew in the IFB/RFP.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

This IFB is exempt from the DVBE requirement. However, the State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracting and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

CDCR is committed to meeting and exceeding the three percent (3%) goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code 999. The DVBE Incentive Program applies to all contracting activities for services. The DVBE incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid computation only.

To be eligible for the DVBE incentive, the business must:
1. Complete DVBE Incentive Request and Subcontractor Acknowledgement form (OBS 554) and submit with bid proposal.
2. Have a completed DVBE application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at Apply for or Re-Apply for Certification as a Small Business and/or Disabled Veteran Business Enterprise.

Award Based on Low Price

The incentive shall be equal to a bidder's DVBE participation level (rounded to the nearest two decimal places).

DVBE PARTICIPATION LEVEL	INCENTIVE APPLIED
1.0 - 1.99%	1%
2.0 UP TO 2.99%	2%
3.0 UP TO 3.99%	3%
4.0 UP TO 4.99%	4%
5.0 UP TO 5.99%	5%

1. The incentive is subject to a minimum of one percent (1%) and a maximum of five percent (5%) and will not exceed $500,000. Bids with DVBE participation of more than five percent (5%) will be calculated with a five percent (5%) incentive.
2. Bidders with DVBE participation of less than the required percentage listed in the solicitation will be deemed non-responsive and eliminated from any further participation.
3. The Small Business Preference (five percent (5%) up to $50,000) may be combined with the DVBE incentive but will not exceed a combined total of $500,000.
4. The DVBE incentive is computed from the lowest responsive and responsible bid price.

SMALL BUSINESS PREFERENCE PROGRAM

Current law requires state departments to support the success of small businesses, including microbusinesses, in participation in contracting opportunities. CDCR is committed to supporting Small/Micro Business participation in state contracting and seeks to contract with certified Small/Micro Businesses whenever possible.

A Small/Micro Business enterprise is defined as a business certified by the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) in which:

1. The principal office is located in California;
2. The officers are domiciled in California;

3. The business is independently owned and operated;
4. The business, with any affiliates, is not dominant in its field of operation; and
   a. For Small Business, either:
      (1) The business, together with any affiliates, has one hundred (100) or fewer employees and averaged annual gross receipts of $16,000,000 or less over the previous three years, or
      (2) The business is a manufacturer with one hundred (100) or fewer employees;
   b. For Micro Business, either:
      (1) The business, together with any affiliates, has twenty-five (25) or fewer employees and averaged annual gross receipts of $5,000,000 or less over the previous three years, or
      (2) The business is a manufacturer with twenty-five (25) or fewer employees.

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who certify as a Small/Micro Business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

To claim the Small/Micro Business preference, which may not exceed $50,000 for any bid, your firm must:

1. Have a completed application (including proof of annual receipts) on file with the DGS, OSDS, by 5:00 p.m. on the date bids are due, and
2. Receipt of documents verified by such office.

Therefore, if you are a Small/Micro Business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at Apply for or Re-Apply for Certification as a Small Business and/or Disabled Veteran Business Enterprise.

NON-SMALL BUSINESS PREFERENCE REQUEST

Pursuant to Title 2, CCR Section § 1896, et seq., and GC Section § 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%), Small Business/Micro Business (SB/MB) subcontractor participation with one or more SB/MB enterprises. This preference is considered only if the tentative low bidder is not a certified SB/MB.

In granting the Non-Small Business Preference, no bid price will be reduced by more than $50,000. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the bidder.

A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS OSDS as a SB/MB enterprise.

To be eligible for the non-small business preference, the business prime vendor must complete and submit the Non-Small Business Preference Request and Subcontractor Acknowledgement form (OBS 555) with their bid proposal.

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro Business preference and verified as such in the relevant category or

business type, will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro Business.
In granting Small/Micro Business preference to NVSAs, no bid will be reduced by more than $50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

To be eligible for the NVSA Small/Micro Business Preference, the business concern must:

1. request preference at the time of bid submission, and
2. must possess a valid certification prior to bid submission.

An SB/NVSA is not subject to the same standards as other certified Small/Micro businesses. SB/NVSA standards are identified in Military and Veterans Code Section 999.51(a) (3).

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

If this Agreement is for Non-IT services in excess of $100,000 and the worksite is not fixed by the terms of this Agreement (e.g., services will not be performed at an institution or other specific work site determined by CDCR), preference may be granted to California-based bidders meeting the requirements of the Target Area Contract Preference Act (TACPA) which promote employment and economic development at designated distressed areas by persons with a high risk of unemployment (Reference: GC §4530 et seq., and Title 2, California Code of Regulations §1896.30 et. seq.).

Bidders seeking these preferences must submit completed Standard Form(s) STD 830 TACPA Preference Request Form and DGS/PD 526 Bidder's Summary of Contract Activities and Labor Hours with their bid proposal. Please note that the DGS/PD 526 must be completed and signed by the bidder for each requested preference. As explained in the Standard Forms, the bidder is allowed bidding preferences for each program (TACPA and Small/Micro business) the bidder is qualified for and may receive a combined preference up to fifteen percent (15%) or $100,000, whichever is less. The preferences do not alter the amount of the resulting Agreement and are used for bid evaluation purposes only.

NOTE: FAILURE TO SUBMIT THE TACPA FORMS WITH YOUR BID PROPOSAL WILL RESULT IN THE DENIAL OF THE PREFERENCE(S). **Download and attach copies of the STD 830 and DGS/PD 526. Forms can be found at Request Target Area Contract Preference**.

IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND DVBES

CDCR must identify all contractors, subcontractors, and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE. Therefore, the bidder must complete a Bidder Declaration (GSPD-05-105). If any changes occur in the submitted original GSPD-05-105, the Contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

CDCR asks that you encourage any subcontractor(s) and/or consultant(s) not currently certified as a Small/Micro business or DVBE that may meet the certification requirements specified herein to become certified through the DGS, OSDS. Please provide those subcontractor(s)/consultant(s) the OSDS contact and certification information provided above.

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information of the CDCR Bidder Acknowledgement/Certification form (OBS 300), your business shall be

classified as a large business, which will preclude your bid from receiving the five percent (5%) Small/Micro business preference and can cause incorrect reporting of Small/Micro business and large business participation by CDCR.

If you are a certified DVBE and fail to specify that information on the CDCR Bidder Acknowledgement/Certification form, (OBS 300) your business shall be classified as a large business, which will preclude your bid from receiving any range of the DVBE incentive and cause incorrect reporting of DVBE participation by CDCR.

BIDDER PROVIDING FACILITY(IES)

Bidders providing facility(ies) for their services must specify the complete address(es) of the facility(ies) where the services will be performed in the appropriate section on the Bidder Acknowledgement/Certification form (OBS 300) in the spaces provided.

The bidder hereby authorizes the State to insert the bidder's facility(ies) as listed in the CDCR Bidder Acknowledgement/Certification form (OBS 300) into the contract Exhibit A, Scope of Work.

BID SUBMITTAL CHECKLIST

LONG TERM OFFENDER REENTRY RECOVERY PROGRAM SERVICES

IFB NUMBER C5612990-D

Use this checklist to ensure that the documents identified below are included in your company's bid package. Place a check mark or "X" next to each document being submitted to the State. Failure to submit these documents may be cause for rejection of your bid. This checklist should also be returned with your bid.

A complete bid will consist of the documents identified below.

NOTE TO BIDDER: The company name identified on all documents submitted to the State (e.g., licenses, permits, certifications) must be identical to the company name written on the Bidder Acknowledgement/Certification (OBS 300). Failure to comply may cause delays in the award or result in the rejection of your bid.

_____ Bid Submittal Checklist (this checklist)

_____ Bidder Acknowledgement/Certification (OBS 300)

_____ Program Location (Exhibit A-1)

_____ Daily Bed Per Diem Rate Sheet (Exhibit B-1)

_____ Non-Expendable Equipment (Exhibit B-2)

_____ Bidder's References

_____ Copy of Contractor Certification Clauses (CCC 04/2017)

_____ Payee Data Record (STD 204)

_____ Supplement Vendor Payee Data Record

_____ Payee Data Record Supplement (STD 205)

_____ Darfur Contracting Act (OBS 1500)

_____ Iran Contracting Act (OBS 1502)

_____ California Civil Rights Laws Certification (OBS 1510)

_____ Generative Artificial Intelligence (GenAI) Reporting and Factsheet (OBS 1000)

_____ Bidder Declaration (GSPD-05-105)

_____ Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555) (if applicable)

_____ DVBE Bid Incentive Request and Acknowledgement (OBS 554) (if applicable)

_____ DVBE Declarations (DGS-PD-843) (if applicable)

_____ Target Area Contract Preference Act (TACPA) (STD 830) (if applicable)

_____ Bidder's Summary (DGS/PD 526) (if applicable)

_____ Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered.

_____ Business Résumé (Refer to Exhibit A, Scope of Work, Section A. Experience and Knowledge)

_____ Financial Statements for the most recently completed fiscal year (i.e. 2024) that reflect a cash or cash equivalent account balance of at least one (1) month of funding as identified by the amounts submitted on the Exhibit B-1, Daily Bed Per Diem Rate Sheet OR proof of an approved line of credit or multiple lines of credit that equal at least one (1) month of funding as identified by the amounts submitted on the Exhibit B-1, Daily Bed Per Diem Rate Sheet (Refer to Exhibit A, Scope of Work, Section A. Experience and Knowledge).

NOTE TO BIDDER: In addition to the above, the Contractor shall furnish the following to CDCR upon award.

_____ Proof of Commercial General Liability Insurance

_____ Proof of Automobile Liability Insurance

_____ Proof of Non-Medical Professional Liability Insurance

_____ Proof of Worker's Compensation Insurance

_____ Completed Business Associate Information (Page 15) from Business Associates Agreement (HIPAA) (Exhibit F)

Bidder Acknowledgement/Certification (OBS 300) **IFB Number C5612990-D**
California Department of Corrections and Rehabilitation

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-1, Daily Bed Per Diem Rate Sheet. **Exhibit B-1 Daily Bed Per Diem Rate Sheet must be submitted with this Bidder Acknowledgement/Certification form.**

Exhibit B-1 Daily Bed Per Diem Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

By virtue of submitting this bid, the undersigned is accepting the terms and conditions expressed in this IFB. Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the bidder.

COMPANY NAME:	
STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: ( )	FAX NUMBER: ( )
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:
TAX STATUS [ ] Individual/Sole Proprietor [ ] Estate or Trust [ ] Partnership [ ] Corporation (State in which incorporated _____) [ ] Other: _____	

By signing this document, **I CERTIFY UNDER PENALTY OF PERJURY**, that I am duly authorized to legally bind the prospective proposer/bidder to the requirements of this bid document. This certification is made under the laws of the State of California.

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	DATE:

Bidding Preferences Claimed (Check only the preferences claimed)

Preferences:	**Certification Number/Expiration Date**
❒ DGS certified Small Business	
❒ DGS certified Micro Business	
❒ Non-Small Business Subcontractor Preference (committing use of 25% or more of DGS certified Small/Micro Business Subcontractors) include the OBS 555	
❒ DGS certified Disabled Veteran Business Enterprise	
❒ DVBE Incentive requested by bidder (include the completed OBS 554 with bid)	
❒ NVSA preference request	
❒ TACPA Attach all applicable forms	

Bidder Providing Facility(ies) If the bidder is supplying the facility(ies) for services, please specify the complete address(es) of the facility(ies) where services will be provided (use additional sheets if necessary). The bidder hereby authorizes the State to insert the bidder's facility(ies) listed below into the Exhibit A Scope of Work.

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Detail and Payment Provisions	
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	*
+			
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

SAMPLE

LONG TERM OFFENDER REENTRY RECOVERY PROGRAM

I. INTRODUCTION

The goal of the Long-Term Offender Reentry Recovery (LTORR) is to assist participants who have served long term or life sentences with life skills and successful reintegration back into the community. The LTORR is a residential facility that provides supportive services, housing, meals, resources, programming, and supervision in a safe, clean, drug-free environment. The LTORR focuses on a compilation of services that address each participants assessed needs. Participants shall be offered resources to help achieve goals focusing on stable income, employment, housing stability, and permanent housing.

The Contractor shall provide services in the county(ies) specified on the Exhibit A-1, Program Location. The county that is identified for possible award is San Francisco.

II. GENERAL INFORMATION

The Contractor agrees to provide the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), with LTORR services in accordance with this Agreement and all applicable local, city, county and state statutes, regulations and ordinances.

A. Staff Location and Capacity

The Contractor's facility shall be located within the required county and shall accommodate up to the total number of participants listed on Exhibit B-1, Daily Bed Per Diem Rate Sheet.

The facility shall be able to serve the following supervised population:

1. Long Term/Life Term individuals granted release from a CDCR institution.
2. Persons on active supervision who have been referred by the Division of Adult Parole Operations (DAPO).
3. Penal Code (PC) Section 290 registrants.
4. Serious and violent offenders (e.g. PC Sections 1192.7 and 667.5).
5. Additional referrals deemed appropriate by DRP.

B. Ownership

All materials and products resulting from this Agreement will be owned by CDCR.

III. BACKGROUND INFORMATION

The Contractor shall provide CDCR with LTORR services as described in this Agreement and shall follow and adhere to all CDCR's rules and policies, including the California Code of Regulations (CCR), Title 15, Division 3, which can be found at: Chapter 1. Rules and Regulations of Adult Operations and Programs. Department Operations Manual (DOM), and Exhibit B-1, Daily Per Diem Rate Sheet.

The Contractor shall comply with the instructions, terms and conditions provided in Exhibit A, Scope of Work.

IV. AGREEMENT SCOPE

The Contractor's organization shall be defined as the entity identified on the STD 204, Payee Data Record, and shall be directly responsible for the delivery of services.

A. Experience and Knowledge

The Contractor's administrative experience shall include all administrative functions of a project, including fiscal, accounting and budgeting, personnel, and contract or grant management. The Contractor shall be an organization with the following criteria:

1. Shall have a minimum of one (1) year of experience with providing services to incarcerated persons who served life terms or terms over ten (10) years. This includes experience connecting program participants to community-based resources to ensure continuity of service delivery upon discharge, which may include supportive housing, employment readiness, financial literacy, and housing assistance. Experience will be verified through review of the Bidders References Form and the business resumé required at the time of bid submission.

2. Shall provide one (1) of the following to show sufficient funding reserves to cover at least one (1) month of expenses as identified by the amounts submitted on the Exhibit B-1, Daily Bed Per Diem Rate Sheet:

   a. Financial statements for the most recently completed fiscal year (i.e. 2024) that reflect a cash or cash equivalent account balance of at least one (1) month of funding.
   b. Proof of an approved line of credit or multiple lines of credit that equal at least one (1) month of funding.

   Note: Pursuant to the California Prompt Payment Act, state agencies pay properly submitted, undisputed invoices within forty-five (45) days of receipt.

3. Shall have all debts paid in full or entered into an approved payment plan to resolve all debts, to CDCR, prior to submission of bid and will be verified through CDCR's Accounting Services Branch and/or Office of Audits and Court Compliance. Debt is any funds paid to the Contractor in excess of the amount to which the Contractor is entitled, and which has an outstanding invoice from CDCR that is not fully paid or does not have an approved payment plan in place.

B. Structure

The Contractor shall maintain a policy and organizational chart, outlining the structure of authority and responsibility within the LTORR, and within the Contractor's organization. CDCR reserves the right to request a copy of the Contractor's organizational chart at any time. The Contractor shall provide the organizational chart to DRP within thirty (30) calendar days of Agreement execution, or within thirty (30) calendar days of any changes.

V. GENERAL AGREEMENT COMPONENTS

A. Facility Accessibility

The Contractor shall provide a facility suitable for 24/7 supervised housing for eligible participants and accommodate the Minimum Daily Capacity as listed on Exhibit H, Site and Funding Limit Requirements.

B. Fiscal Systems and Responsibilities

The Contractor shall establish and maintain an adequate accounting and internal administrative control system.

The Contractor shall be responsible for any cost overruns that occur after the Agreement has been awarded. The Contractor shall be responsible for remaining within their budgeted rate, as to not

exceed the total bid award amount.

The Contractor shall establish and maintain an accounting system that, at a minimum, includes the general ledger accounting structure and subsidiary accounting records. The accounting records shall identify the receipt and the expenditure of all contract funds. Overall, the accounting systems shall conform to Generally Accepted Accounting Principles. Accounting systems for this contract may be on an accrual basis.

Accrual basis revenue is recognized in the accounts when the transaction occurs (when earned), regardless of the period in which the related cash is collected. Expenses are recognized and matched with the revenue of the period to which it relates, regardless of when it is paid.

The accounting system shall provide accurate and current financial reporting information. All accounting records and supporting documentation shall maintain a clear audit trail.

All general ledger account entries shall be supported by the subsidiary records and the original source documentation. The format of the subsidiary records is determined by the Contractor.

The Contractor shall maintain accurate, complete, and orderly records. All Agreement records and documents shall be adequately protected from fire, theft, and other damage or loss. If the Contractor does not store records at the program principal's office, then the Contractor shall maintain a written index of the records and ensure the files can be easily accessed.

The Contractor shall ensure all program books, documents, papers, and records are accessible to the CDCR and its authorized representatives.

The Contractor shall retain all Agreement records for three (3) years from the end of the contract term. If the Agreement's source documentation records are retained in a database system, it must cover the contract term and be retrievable. If an audit, investigation, review, litigation, or any other action occurs during the Agreement's three (3) year retention period, the Contractor shall retain the records until the resolution of such process, or until the end of the three (3) year period, whichever is longer.

Any costs associated with the management of the Agreement shall be included in the budget, in accordance with Exhibit H, Site and Funding Limit Requirements, to be reimbursed by the State. Failure to meet the established reporting deadlines or program requirements, may result in the CDCR withholding invoice payments and/or affect participant intake until the facility is in compliance.

VI. GENERAL SERVICE DELIVERY COMPONENTS

A. Facility Requirements

Physical site requirements of the LTORR facility shall be: (1) equipped to monitor internal movement, as well as detect any unauthorized ingress/egress; and (2) configured to meet all health, safety, building code, and facility physical site requirements. The minimum facility physical site requirements shall include these components:

1. Central Supervision Area
   The Contractor shall provide a properly furnished, equipped, and supplied area for staff to manage and supervise all LTORR activities. Staff in this area shall monitor all written records related to activities such as participants' schedules, medical appointments, job search passes,

job reporting, offsite functions, visitor check-ins, center searches, and communications with law enforcement, emergency services, social service groups, and substance use disorder treatment programs.

2. Participant Housing
Participant housing at the LTORR facility shall be dormitory style or individual rooms. The square footage of the sleeping space provided to each participant (excluding no more than four square feet of closet space) shall be as follows:

Participants Per Room	Minimum Required Total Square Footage Per Room	Minimum Required Square Footage Per Participant
1	50	50.0
2	70	35.0
3	90	30.0
4	110	27.5

These housing units shall provide functional, clean, and full-service bathrooms with the following item-to-participant ratios: toilets/urinals (1:10), sinks (1:10), and showers (1:20). Sinks and showers shall provide hot and cold or tempered water. Housing units shall also provide a day room for living activities such as studying, writing, reading and viewing television (minimum of ten [10] square feet per participant or as approved by the CDCR).

If male and female participants are housed in the same facility, the Contractor shall ensure personal security and privacy which will include the following:

a. Separate and adequate toilet, hand washing, and bathing facilities for females and males. Such facilities shall be in proximity of designated sleeping areas.
b. Separate and adequate sleeping areas for females and males. Such areas shall be enclosed by permanent walls which extend from the floor to the ceiling and a permanent door.
c. The Contractor shall provide reasonable accommodations for participants with disabilities, in accordance with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. Section 12131.

3. Parking
Parking shall be available for LTORR staff, official visitors, and assigned CDCR employees; public parking may be used. Parking must be onsite or within one hundred (100) yards of the LTORR location. All LTORR staff parking expenses shall be the sole responsibility of the Contractor. CDCR shall make no reimbursement for LTORR staff parking. If onsite parking is available, one (1) space shall be reserved for CDCR personnel. Accessible parking spaces shall be provided in accordance with ADA requirements.

4. Food Services
Participants shall be provided access to a nutritionally balanced diet of three (3) meals a day, two (2) of which shall be served hot, seven (7) days a week. The LTORR facility menus shall be posted in locations accessible to participants.

Food Services shall be provided by preparing meals onsite, either self-prepared by participants, by LTORR staff, or by subcontracting through a local provider. Onsite food service area shall include a dining room that contains tables, benches, or chairs, and shall accommodate the total

number of participants served at each mealtime. This room shall be used for multiple purposes in-between meals. The LTORR facility kitchen, dining room, food storage area, equipment, appliances, furnishings, cabinetry, and food preparation areas shall meet all applicable health/sanitation code standards. Accommodations shall be made for participants with disabilities, religious beliefs and food allergies.

a. Onsite Food Service
If onsite food service is provided, a properly furnished, well ventilated, fully equipped kitchen for food preparation for participant consumption shall be provided and maintained in a clean and sanitary manner within the LTORR facility. The kitchen shall, at a minimum, include adequate workspace, a functional stove, oven, refrigerator, and freezer. Food storage areas shall be secured.

b. Sub-contracted Food Service
The LTORR shall subcontract facility food service through a local provider if needed, such as a restaurant or caterer. The Contractor shall utilize participants to assist with the serving of meals if needed. Contractors who subcontract food service through a local provider, such as a restaurant or caterer, shall ensure the provider: (a) adheres to all State and local health sanitation codes; (b) is licensed; (c) has a certificate or permit to operate; and (d) is notified in writing that the provider is subject to CDCR evaluation and approval.

Staff members and participants shall not be assigned to handle and prepare food until medically cleared and instructed on the requirements for sanitation and cleanliness in the preparation and serving of food (in compliance with State, local health, and sanitation codes). Proof of these clearances shall be maintained in the staff member or participant file and shall be available upon request.

The facility's food service program shall comply with all mandated Sanitation and Health Codes and ensure that all food service staff and participants have clean hands and fingernails, wear plastic disposable gloves as required, wear hair nets or caps, clean aprons, clean pants, shirts and shoes.

Non-compliance to State and local health codes may result in the immediate termination of the Agreement.

Sack lunches shall be provided to participants who are offsite during the day on authorized activities. In addition, the evening meal shall be prepared and stored under refrigeration for participants working irregular hours and returning to the LTORR facility after the kitchen has closed.

Kitchen and dining room trash shall be stored in properly sealed containers until collected by the local disposal service. All cleaning solvents, detergents, and supplies shall be stored separately and away from food, cooking supplies, and serving utensils. The LTORR management staff shall conduct daily documented health and safety inspections of the kitchen, dining room, and food storage room to ensure that all food service equipment, furnishings, utilities and staff/participant practices are maintained in a safe and hygienic environment.

5. Medicine Cabinets
   The LTORR facility shall have a locked medicine cabinet in a controlled area under staff's supervision. The medications stored in this cabinet shall be monitored in compliance with the CDCR policy to include log sheets on each medication with the participant's name, dosage of medication, date/time taken, balance of pills/liquid remaining after each dosage, and date/initials of the participant on the LTORR's weekly inventory of medications. All participants' outdated, discarded and/or unclaimed medications shall be disposed of per federal guidelines. In addition, the facility shall have a locked and refrigerated storage area designated only for medication requiring refrigeration.

6. Office Space for CDCR Staff
   A minimum of ninety-five (95) square feet of private office space designated solely for CDCR representative(s) shall be provided. This office space shall include a working telephone with local service. This office shall also include a broadband internet connection along with appropriate service provided at the Contractor's expense. Broadband internet service is defined as either a cable or Digital Subscriber Line (DSL) connection. This connection shall be provided via a router from an existing connection already in place at the LTORR.

7. Classrooms
   The Contractor shall be responsible for providing classrooms that can accommodate up to sixty (60) percent of the total number of participants at full capacity. The classrooms shall be fully furnished with desks, tables, chairs, computers, paper, erasers, pencils, and other necessary learning tools. The Contractor shall provide computers for computer training on no less than a one (1) computer to nine (9) participant ratio (1:9). Classrooms shall be accessible for use by persons with disabilities.

8. Laundry Services
   The Contractor shall provide at no cost to the participant, daily access to onsite laundry machines and detergent. Laundry equipment shall include at least one (1) commercial grade washer and dryer for every sixteen (16) participants (1:16). The onsite laundry service area shall be properly ventilated and contain adequate space to:

   a. Provide laundered clothing and linens to all participants when their current supply is soiled;
   b. Serve as storage for all clean, unassigned clothing and linens; and
   c. Serve as a temporary storage for all unclaimed clothing.

   Each participant shall receive one of each item upon arrival at the facility: clean linens, blanket, and bath towel. A second set of clean linens, blanket, and bath towel shall be retained on hand and stored in a linen closet. Linen and towel supplies shall be laundered and rotated on a weekly basis and replaced if they are worn or stained. Participant clothing shall be laundered as circumstances require related to their daily work and program activities.

9. Participant Property Room
   Upon a participant's unauthorized departure, transfer, program completion/termination, arrest, discharge or death, personal property left at the Program facility shall be inventoried and held in a secured storage for no longer than sixty (60) calendar days. Storage shall be in a clean and well-maintained area to prevent damage to the participants' property. A copy of the signed and witnessed Property Room Inventory Sheet (Attachment 5) listing the participant's property shall be sent to the Community Transition Program representative and Agent of Record (AOR) for review/input prior to the forfeiture of the property.

10. Maintenance Room
    A locked maintenance room shall be included to store tools and equipment needed for facility maintenance and projects.

11. Suitable Living and Sleeping Areas
    Each participant's sleeping area shall include a bed frame, mattress, pillow, supply of clean bed linens, towel, chair, metal locker, closet or dresser for participant clothing, authorized personal property, proper lighting, heating/cooling, and ventilation. All mattresses and pillows shall be covered with plastic or vinyl mattress covers. Mattresses and pillows shall be replaced as they wear out or if they are torn. The sleeping areas shall be kept clean, and floors mopped/swept daily. The Program Director or designee shall conduct/maintain daily inspections in a Cleaning and Replacement Log to be created by the Contractor.

12. Equipment
    The facility equipment, furniture, appliances, etc. shall be kept clean and in good operating condition at all times.

13. Smoke-Free Environment
    Indoor smoking at the facility shall be prohibited in accordance with state law. "NO SMOKING" signs shall be posted in all classrooms, designated visiting areas, hallways, and in the main office of the facility in full view of participants, staff, and visitors.

14. Pest Control
    The Contractor shall maintain a subcontract for pest control services to ensure the facility is free of insect and rodent infestation. Re-inspection shall occur in accordance with the prevailing pest control subcontract. Documentation of services and re-inspection schedules shall be maintained at the facility and shall be submitted to DRP upon request. CDCR may require the Contractor to increase the frequency of re-inspections if pest control issues are identified.

15. Sanitation and Health Codes
    The Contractor shall ensure the facility is in compliance with the sanitation and health codes of the applicable governmental jurisdiction. Written reports of inspection by State or local authorities shall be sent to DRP upon request and retained on file at the facility.

16. Building Codes
    The Contractor shall ensure the facility is in compliance with all applicable building codes for the safety and well-being of participants and staff. Verification of compliance may be in the form of a current valid permit, letter, and/or certificate.

17. Housekeeping and Maintenance Plan
    A Housekeeping Plan and Log shall be maintained by LTORR staff that reflects daily inspections of the facility to ensure it is kept clean and in good repair at all times. The facility shall be equipped with a utility sink and have a secured storage space to be used for the storage of cleaning supplies and equipment (e.g., mops brooms, buckets, etc.). A Material Safety Data Sheet for each cleaning agent shall be posted in the room where the chemical is stored and shall meet hazardous material storage requirements.

18. Housekeeping Assignments
    The Contractor shall assign participants to uncompensated onsite housekeeping assignments at the facility to promote and enhance the participant's life skills, ensuring that they have the skills

needed for independent living (e.g., preparing food, cleanliness of common areas, cleanliness of living quarters, etc.).

19. Construction
The Contractor shall notify the CDCR thirty (30) calendar days prior to undergoing any construction on the facility site in order to facilitate the relocation of participants, if necessary.

20. Temperature Control
LTORR facilities shall be equipped with temperature control for heating and air conditioning units. At no point shall kerosene or propane space heaters be utilized at the LTORR facility due to health risks and fire hazards.

The Contractor shall be in compliance with provision 1204.1 of the most recently released California Building Code (CBC) regulations. This provision (1204.1 or any future CBC provision directly related to interior space heating) stipulates that any interior space intended for human occupancy shall be provided with active or passive space-heating system capable of maintaining a minimum indoor temperature of sixty-eight (68) degrees Fahrenheit (20º C) at a point three (3) feet (914 mm) above the floor.

21. Fire Evacuation and State of Emergency Procedures
The Contractor shall have fire prevention procedures and safety requirements with emergency and evacuation procedures posted in the main office of the facility in full view of participants, staff, and visitors. The evacuation and emergency procedures shall include the following instructions:

a. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number).
b. Alert notification and/or evacuation of all occupants.
c. Control and extinguishing of fires.
d. Evacuation routes and procedures.
e. For State of Emergency, shall collaborate with CDCR.

22. Posting of Emergency Evacuation Floor Plans
Clear, concise and site-specific emergency evacuation floor plans shall be posted in every occupied location throughout the facility. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

a. Evacuation diagram plan that identifies the "You Are Here" location that is compatible with the building floor plan;
b. Evacuation plans, which include the locations of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies; and
c. Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new participant upon arrival.

23. Smoke Detectors and Fire Extinguishers
The Contractor shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations, including the kitchen, sleeping areas, indoor visiting area, classrooms, laundry, maintenance shop, and control room. All tests shall be documented for compliance and maintained at the facility as set by local ordinances.

24. Emergency Lighting System
    The facility shall be equipped with an emergency lighting system to ensure staff supervision and control in emergency situations (e.g., fires, earthquakes, loss of electrical power, etc.). Emergency lighting shall be placed in key areas, such as the main areas and exit corridors and shall be operational during the term of the contract. A monthly inspection of the lighting system shall be conducted and documented to include the date, time, and results of inspection.

25. First Aid Kits
    The Contractor shall keep a minimum of three (3) well-stocked first aid kits, which should be located in key areas such as the control room, kitchen, and maintenance shop. The Contractor shall refer to the following Red Cross website for a well-stocked first aid kit: http://www.redcross.org/prepare/location/home-family/get-kit/anatomy.

VII. SECURITY REQUIREMENTS

A. Operations Manual

The Contractor shall define the approved methods of implementing and executing the terms of this Agreement. A copy of the manual shall be provided to DRP within thirty (30) calendar days of Agreement execution, and within thirty (30) calendar days of any revisions.

B. Facility Safety and Security

The Contractor shall develop and maintain written policies and procedures for the facility pertaining to the proper supervision of participants, maintenance of security, and handling of emergencies within thirty (30) calendar days of Agreement execution. These policies and procedures shall include:

1. Central Supervision Area
   An adequately equipped, staffed, and properly managed control center area for observation of activities that is fully operational twenty-four (24) hours a day, seven (7) days per week.

2. Center and Grounds Security
   Daily inspections of the facility grounds, addressing functional locks, latches on all windows, doors, gates, electrical lighting (inside and out), keeping the facility and grounds free of contraband, and providing security from outside intrusions. These inspections shall be tracked on a Daily Log Sheet. These policies ensure the participants shall not be locked inside the facility at any time. Door alarms shall be used on exit doors that are not staffed to eliminate unauthorized departure.

3. Unauthorized Departures
   A participant is considered an unauthorized departure after four (4) hours have passed from the time the participant was due to return to the facility.

4. Entry into the Facility and Grounds
   The Contractor shall have a policy for the prohibition of unauthorized persons entering the facility and grounds. Unauthorized persons include anyone other than CDCR staff, the Contractor, Sub-contractor staff, public officials, and approved participant visitors during visiting hours. All visitors shall have identification and sign in/out of the facility. This policy shall be clear and concise to guide LTORR facility staff in their decisions to admit or deny anyone seeking admission for any reason.

5. Intake and Exit Procedures
   The Contractor shall develop written policies and procedures within thirty (30) calendar days of Agreement execution regarding the intake and exit of participants into the LTORR, following the guidelines below:

   a. Intake
      The intake of participants shall occur between the hours of 6:00 a.m. through 10:00 p.m. LTORR staff shall complete the Section IX, Programming Requirements, Subsection A., Intake in its entirety. Also included in the participant's file shall be the Activity Report (Attachment 6), the COMPAS bar chart, the California Static Risk Assessment (CSRA) score and any other documents provided by DAPO will be included if available.

   b. Exit
      Upon participant exit, the Contractor shall complete the Section IX, Programming Requirements, Subsection A, Intake in its entirety.

6. Facility and Participant Searches
   The daily, weekly, and monthly searches of the facility and its participants for contraband shall be conducted per the CDCR standards (CCR Sections 3006 and 3287 and DOM Section 52050.18). These searches shall include securing and handling contraband pending the AOR's disposition. Participants returning to the facility shall be subject to search by staff.

7. Staff Use of Physical Force and Restraints
   LTORR staff are prohibited from the use of physical force on participants except in self-defense and protection of others. Staff shall abide by CDCR's Use of Force Policy (CCR Sections 3268 and 3268.1). Staff use of weapons, chemicals, and restraints are prohibited.

   In all instances, staff use of physical force on a participant shall be documented in compliance with CDCR Incident and Altercation Reports, and submitted on Incident Report, CDCR 2284 (Attachment 7) to the AOR and DRP within twenty-four (24) hours of the incident.

8. Emergency Procedures
   In the event of an emergency situation at the facility, staff shall immediately call 911 and inform the DRP as soon as possible.

9. Mutual Aid Agreements
   The Contractor shall have written mutual aid agreements with related public and private social service agencies to be activated in emergencies including situations requiring immediate closure of the facility.

C. Fire Prevention and Safety

Within thirty (30) calendar days of execution of the Agreement, the Contractor shall have written policies and procedures pertaining to fire prevention and safety requirements, which include, but are not limited to:

1. Fire Safety Inspections and Reports
   The facility shall be inspected prior to activation, for conformity with fire safety requirements, pursuant to Health and Safety Codes (H&SC) or local ordinances and must include the maximum occupancy and expiration date. A new inspection is required when changes are made to the

existing facility, such as room additions, kitchen expansions, ADA compliance, etc. One (1) copy of the inspection shall be submitted to DRP.

2. Emergency Evacuation Training
   All staff shall be trained in the implementation of emergency procedures within twenty-four (24) hours of their initial employment. In addition, emergency training shall be included in annual refresher training given to all personnel. All training shall be documented and maintained in staff files for compliance.

3. Quarterly Emergency Evacuation Drills
   The Contractor shall conduct and document quarterly emergency evacuation drills at the facility. Documentation of each drill shall include the date and time of day, the evacuation path used, the number of staff, participants, and visitors who participated, the amount of time it took to complete the drill, and comments.

D. Substance Use Disorder Testing of Participants

The Contractor shall conduct and document random drug screen testing (urinalysis/breathalyzer) and results for probable cause at the Contractor's discretion. All positive results shall be reported to the AOR and Program Parole Agent within twenty-four (24) hours, via e-mail and/or in writing. The Contractor shall also maintain written policies and procedures in their Operations Manual. Any modified drug testing policy shall be pre-approved by the DRP Deputy Director or designee.

E. Inventory/Control of Hand Tools and Hazardous/Toxic Substances (HTS)

The Contractor shall have written policies and procedures for the facility's inventory and control of hand tools and HTS. Policies shall ensure these items and substances are secured/managed in a manner that minimizes the risks to staff, visitors, the general public, and participants. All hand tools shall be accounted for at all times with a written inventory, and with a check-out/check-in system. All hand tools shall be secured in a locked cabinet or tool chest when not in use.

All facility HTS shall be received, stored, dispensed, and disposed of in accordance with the DOM Section 52030.1. HTS shall not be stored in sleeping areas, furnace areas, kitchens or dining areas, nor in close proximity to the stored food or kitchen supplies. Material Safety Data Sheets (MSDS) shall be maintained onsite for all HTS used in the facility. The applicable MSDS shall be openly displayed and immediately accessible to staff and participants wherever these substances are used. Staff and participants shall also receive documented training on the safe use of these substances.

F. Participant Use of Hand Tools and Equipment

The Contractor shall maintain written policies and procedures in accordance with CDCR policies that ensure participants receive documented safety training on the use of hand tools and equipment they are permitted to use. The Contractor shall place documentation in the participant's case file for subsequent review by CDCR in the event of a participant accident or injury while using such items.

G. Daily Activity Log

The Contractor shall maintain a permanent and bound logbook for daily entries on routine and emergency situations. All entries shall be made in ink on consecutive lines and pages (no skipped lines or pages). Staff making the entry shall sign and date the entry. The daily activity log is subject to CDCR review and shall be retained for a minimum of three (3) years.

H. Participant Grievances, Inmate/Parolee Request for Interview, Item, or Service, and Reasonable Modification or Accommodation Request

The Contractor shall comply with the CDCR grievance procedures as outlined in Title 15, DOM, and department policy.

I. Offsite Community Service Work

All offsite community service work shall be approved in advance by the AOR and/or Program Parole Agent (or designee) to ensure that public safety issues are thoroughly addressed and the proposed work site and working conditions present no unreasonable safety risk to participants. All offsite community service work shall be for public agencies or private non-profit agencies and shall be work that would not otherwise be performed by paid public or contracted employees.

VIII. SERVICE DELIVERY COMPONENTS

A. During the contract term, the Contractor shall have:
   1. A valid Lease Agreement or Intent to Lease Agreement, or proof of ownership;
   2. An approved Conditional Use Permit (CUP) from a local government agency, or;
      a) A zoning letter from the municipality identifying zoning requirements, or;
      b) Documentation indicating the facility's proposed use is allowable under local jurisdiction.
   3. Insurance coverage for compliance to contract and state requirements including vehicles (if direct transportation is provided to Participants.)
   4. All lease agreement terms/specifications, including facility, vehicles, etc.
   5. Such documentation shall be provided to DRP within thirty (30) calendar days of agreement execution, and within thirty (30) calendar days of any revisions. CDCR will determine the adequacy of these documents.

B. The Contractor shall provide a valid Fire Safety Inspection Request verifying the facility conforms to all life and safety requirements. The maximum occupancy stated shall match or exceed the CUP occupancy.

C. The Contractor shall provide a plan for the transportation of participants. Transportation for participants shall be provided through public or private means, with public transportation within 0.5 miles of the facility. The Contractor shall not provide monetary funds for transportation purposes.

D. The facility shall be furnished with suitable equipment and furnishings to operate the LTORR.

E. The Contractor shall provide a drug-free environment and conduct random breathalyzer and urinalysis testing for participants.

F. The Contractor shall provide services that are responsive to participant needs by offering a structured environment, facilitating peer-driven support, addressing reintegration challenges, and linking participants to community resources. Specific issues to be addressed include adapting to technological changes, developing pro-social networks, managing family dynamics, and dealing with the stigma of incarceration and crime.

   Additionally, the Contractor shall offer services such as:
   1. Trauma-informed care to address the psychological impact of long-term incarceration.
   2. Financial literacy programs to help manage personal finances and budgeting.
   3. Legal aid for navigating post-incarceration legal challenges.
   4. Health and wellness programs focusing on both physical and mental health.

5. Services to facilitate smoother family reunifications.
6. Digital literacy training to help participants become proficient with modern technology and online services.
7. Vocational training and educational programs to enhance employability and career prospects.

G. Participants shall not be subject to any “blackout” periods or similar practices (e.g., restricting community leave passes, phone access, or visits) during program intake or orientation. If a participant violates a rule during this period, the Contractor shall adhere to their program protocols to address the violation.

H. The Contractor must use an evidence-based assessment tool to determine the participant’s specific program needs and assist in developing the Case Management Plan (CMP), known as the secondary assessment. The tool should be comparable to evidence-based assessments used in institutional settings (e.g., Texas Christian University [TCU], or equivalent). The assessment tool must be submitted to DRP within thirty (30) days of the Executed Agreement. The Contractor shall be trained in the implementation, interpretation, and administration of the approved secondary assessment tool. Staff must understand the assessment results and their significance in developing the CMP.

I. The Contractor shall provide DRP with electronic copies of all curricula for approval prior to use.

J. The Contractor shall develop a network of resources, including DRP programs, to support participants’ progress toward community reintegration, sustainable permanent housing, and healthy living through healthcare partnerships. These resources may include mental health services, application assistance for healthcare coverage, housing assistance, community service activities, employment services, and work wardrobe.

K. The Contractor shall communicate and work collaboratively with DRP for implementation support and maintain regular communication with the AOR and participants.

L. Incident reporting protocols, as provided by the CDCR, shall be followed.

M. Multiple Program Guidelines
The Contractor shall obtain written approval from DAPO prior to co-mingling populations (e.g. county, city, federal, private entity programs, etc.) in any facility. Once DAPO’s approval is received, the Contractor shall obtain approval from the DRP. The CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the Program site and to review the criminal history of non-LTORR participants residing in the facility.

Participants shall be housed in a single facility and the Contractor shall ensure the facility operates within the guidelines of this Agreement. Contractors having more than one (1) program at the facility shall ensure sufficient physical and operational barriers, so LTORR participants do not co-mingle with participants from other programs. LTORR participants shall receive equal standard of living conditions as non-LTORR participants. Participants shall not share sleeping areas, programming schedules, or dining times with non-LTORR participants, unless approved by the CDCR.

N. Program Eligibility
Individuals on active parole supervision who have served long term or life sentences are eligible for programming services available through LTORR; however, the CDCR shall have the final decision

regarding program placements. The CDCR retains the right to add participants at any time, and CDCR retains the right to remove participants from the LTORR at any time.

The CDCR will consider placement under the following circumstances, on a case-by-case basis:

1. Supervised persons who are required to register pursuant to PC Section 457.1 (Arson);
2. Individuals in custody with pending local misdemeanor or felony charges, which could result in county jail time;
3. Supervised persons who are identified as members or affiliates of CDCR Security Threat Group I;
4. Supervised persons classified as Enhanced Outpatient Program (EOP); and
5. Supervised persons in need of detoxification will not be placed at the LTORR.

IX. PROGRAMMING REQUIREMENTS

The Contractor shall ensure participants are continuously engaged in program related activities and services throughout each program day. All program modification requests shall be approved on a case-by-case basis by DRP.

Participants shall engage in program services to promote self-sufficiency according to their CMP. Additional programming may include community service projects, obtaining identification and social security cards, medical benefits, appointments, and clothing. Programming shall be scheduled to accommodate both daytime and evening hours for working participants, and all necessary training materials must be provided.

For all participant program requirements and referrals, the Contractor shall complete and have each participant sign an “On Site Participant Program Sign-In Sheet” and/or an “Off Site Participant Sign-Out Sheet”. The sign-in and sign-out sheets shall indicate the participant’s name, program component name, and hours completed.

A merit-based plan using positive reinforcements and motivational incentives shall be implemented to encourage enrollment, attendance, progression, and completion. Incentives may include:

a. Positive verbal motivations, certificates of completion at graduation ceremonies, etc.
b. Welcome packets, work equipment, work attire, housing vouchers, application and registration fees for GED and college, purchase of school and trade books, gift cards for groceries, farewell packets.
c. The cost of food and decorations at special events such as: Speaker’s Day, Family Day, Community Day, Music/Art Festivals.
d. Items donated to the LTORR by community organizations.

No direct cash awards are allowed. The Contractor shall work with DAPO Agents to develop a combined incentive process to support prosocial behavior and positive programming. Voucher or gift card face value shall not exceed fifty dollars per award, with the threshold increase requiring DAPO approval on a case-by-case basis. All extrinsic reinforcements shall be documented and reported.

The Contractor shall maintain written policies and procedures on its Motivational Incentives Program in their operations manual.

A. Intake

The focus shall be on orientation, assessment, and program planning. Program planning shall consist of creating a CMP, based upon the participant’s assessed needs. Participants shall complete all the

components of orientation, assessment, and program planning before progressing to their assigned services.

1. **Orientation**
   Participants shall receive a written summary of LTORR procedures governing their conduct and activities related to the program services and activities. Participants shall be advised that their continued presence at the facility is at the discretion of either the Board of Parole Hearings (BPH), if mandated; or their AOR and the Program Director, which is contingent upon participation and compliance with house rules. The AOR will consult with facility staff to ensure the participant is adhering to the facility's rules and is participating. A DAPO Administrator or designee will make the final decision on any participant issues that cannot be resolved between the AOR and the Program Director to determine if the participant shall continue in the LTORR.

   Documentation of items discussed or provided to the participant shall be signed by both the Caseworker who conducted the orientation and the participant. The original documentation shall be retained in the participant's case file, with a copy given to the participant.

2. **Program Assessment**
   The Contractor shall use an evidence-based, secondary assessment to determine the extent of the participants specific program needs and assist in developing the participants CMP. The secondary assessment shall be documented and retained in the participants' case file.

3. **Health Care Enrollment Assistance**
   The Caseworker shall provide intake screening for participants that include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical (e.g. substance use disorder and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.

   Based on the intake screening, participants shall be offered assistance to apply for health care coverage to include the Affordable Care Act (ACA), Medi-Cal, Retirement, Survivors, Disability Insurance (RSDI)/Supplemental Security Income (SSI), Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

B. Case Management Plan

Staff shall utilize the CMP to track participant progress. The CMP outlines goals, objectives, tasks, services, and activities necessary for each participant to successfully achieve those goals. To determine what services and activities the CMP will require, it shall be written in response to all outcomes of the individualized and approved evidence-based secondary assessment.

1. Case Management Plan Review (CMPR)
   Participants shall contribute and participate in their CMPR. Administration of the CMPR shall include notifying the participant as to whom the committee members are, and the purpose of the review. The CMPR procedures within the LTORR shall be inclusive of the following components:
   a. A committee consisting of the Program Director, Caseworker, Job Developer, and AOR, if available;
   b. The Caseworker and Job Developer (if applicable) are encouraged to work with the AOR to develop collective goals, objectives, and tasks for the participant to achieve; and
   c. Documentation of the review shall be placed in the participant's case file.

C. Weekly Case Notes

The Contractor shall document all case notes in the participant's file. The case notes shall at a minimum document the activities the participant has engaged in to address their individual CMPR and next steps, actions, interventions and/or referrals.

D. One-on-One Counseling

One-on-one counseling sessions shall be conducted for each participant, and allow for private, individualized, focused discussions with the participant. These sessions shall address the participant's individual reentry goals, identify, and build upon personal strengths and assess high-risk situations.

E. Group Counseling

Groups that engage participants in addressing the values and behaviors that contributed to their criminality, shall promote the participation and safety of the participants. The interactive group process shall build social skills by allowing the participants to practice self-disclosure, trust, communication, listening, problem-solving, etc. These groups shall be based on a discussion topic and facilitated by the Contractor's staff. The group size for each Program component shall not exceed a twelve (12) LTORR participant to one (1) counselor/facilitator ratio (12:1).

F. Discharge Plan

The Contractor shall be responsible for ensuring that every participant has a discharge plan. Participants shall be involved in creating and updating discharge plans with their assigned Caseworker. A copy of the discharge plan shall be maintained in the participant's file.

All Discharge Plans shall include, but are not limited to the following:

a. Residency accommodations
b. Mental health/medical information
c. Employment
d. Continued education (if applicable)
e. Transportation options
f. Substance Use Disorder (SUD) maintain education to include, at a minimum:
   i. List of local area self-help group meetings
   ii. Relapse prevention information

G. Programming Services

Programming is determined by one (1) or more of the following factors:

a. BPH mandated length of time.
b. DAPO conditions of parole and/or AOR referrals.
c. Needs identified in the evidence-based secondary assessment; and/or
d. Participant interests and individual strengths.

Once the length of programming is determined by one (1) or more of the aforementioned factors, the participant shall be provided services based on the individual's needs such as employment, education, disability, etc. During programming the participant shall:

1. Attend classes as identified in their CMP.

2. Continue to participate in the assessments, goals, objectives, and tasks identified in their CMPR during intake.

3. Participate in group activities which actively engage participants in confronting individual values and behaviors contributing to their criminality. Group activity shall promote participation and provide for the safety and security of the participants. Participation shall be documented on group activity rosters.

4. Participate in groups, organized to provide facilitative and rehabilitative services. Group activity shall promote learning and allow for positive interaction among the participants. Participation shall be documented on group activity rosters; and

5. If eligible and at the discretion of the AOR, participants may be introduced to various community service options (e.g. speaking at schools regarding the consequences of drug use and assisting in activities at a local community center).

The CMPR is based on initial and continuous CMPR outcomes. The CMPR shall be individually tailored to meet the participants' goals, using the selection of services listed below:

1. Reentry Transition
   The curriculum shall focus on managing anxiety, impatience, and pressure by identifying goals and triggers. Participants will identify their evolving needs (first week, first month, first year, etc.) and shedding identities from incarceration. Training shall focus on defects in thought processes that lead to self-defeating decisions. The curriculum shall be designed to encourage participants to adopt a positive, law-abiding lifestyle.

2. Community Resource Linkage
   The Contractor shall assist participants with the development of community reentry goals within their Discharge Plan. The Contractor shall prepare participants to utilize private and public social service agencies within the local community for personal, family, employment issues, problems, and needs. The Contractor shall utilize CDCR's resource system to develop a current community resources catalog, to assist as a vital resource for those releasing from program out into society by providing access to the services they need to succeed. A copy of this catalog shall be provided to each participant prior to program completion, discharge and made available to CDCR upon request. This catalog shall be updated no less than quarterly and include the following: list of available services, agency names, addresses, telephone numbers, and contact person. A brief summary of the eligibility criteria for participants or family to receive the services provided shall also be included. The Discharge Plan shall be provided to the participants thirty (30) days prior to their program exit.

3. Peer Reentry Navigation Network (PRNN) Meetings
   Meetings shall provide peer-driven support, assistance, and guidance to newly released participants who are adapting to challenges while striving toward successful community reintegration. The program consists of three (3) services: Peer Reentry Navigator (PRN), Group Networking Meetings, and Provider Partnerships. Participants shall be given the opportunity to attend PRNN meetings, and meeting spaces shall be provided at the facility.

4. Budget and Money Management
   The curriculum shall focus on managing personal finances, establishing/maintaining/balancing bank accounts, writing checks, utilizing debit cards, responsible bill paying, responsible use of credit, interest rates, finance charges, late fees, overdraft fees, use of Automated Teller Machine (ATM), and living within financial means.

5. Technology Education
   Participants shall be given training on basic and intermediate computer skills, such as systems, terms, hardware components, operating systems, and applications. The course instructions shall include the latest Windows operating system or compatible, launching programs, logging on and off, managing files, and using Microsoft Office programs. Participants shall become proficient on the roles of an operating system, using a mouse, desktop icons, and buttons. Participants shall be provided training on connectivity, Internet and domains, web browsers and how they function, security risks with Internet, web activities, and email functions.

6. Education/Literacy
   The Contractor shall provide education services and assist participants with obtaining diplomas, degrees, and certificates, by linking them with adult schools, community colleges, state universities, vocational training, or other educational opportunities.

   The Contractor shall ensure the curriculum focuses on basic proficiency in reading, writing, math, and employability skills. The Contractor shall use evidence-based assessment practices/reading instruction program while providing additional instruction in reading comprehension to increase High School Equivalence (GED/Hise/TASC) passage rates.

7. Job Readiness and Employment
   The Job Developer shall conduct trainings to prepare participants for job searches and employment. Job search trainings shall address the use of daily classified ads (online and/or paper format), public and private employment agencies, etc. Employment trainings shall address personal presentation and demeanor, effective communication, developing good work habits, strengthening self-esteem, establishing short-term and long-term work goals, taking written tests, resume preparation/writing, and interview skills. Emphasis shall be placed on learning appropriate interview language, how to explain time incarcerated, understanding workplace culture, and presenting the participants' skills.

   The Contractor shall also provide supportive employment services that include, but are not limited to:
   a. Personal Identification Card
      If a Participant does not have a current California Identification Card or California Driver's License, the Contractor shall refer the participant to the Department of Motor Vehicles (DMV) and assist the participant in completing the required paperwork to acquire a personal identification card.
   b. Social Security Card
      If a participant does not have a valid Social Security Card, the Contractor shall assist the participant in completing the required paperwork to acquire a Social Security Card.

8. Substance Use Disorder Education
   The Contractor shall either provide the participants with SUD education or refer them to an approved offsite SUD relapse prevention program (e.g. AA, NA, secular, or equivalent). The curriculum should emphasize sobriety, relapse prevention, and community transition.

9. Victim Awareness
   The Contractor shall provide Victim Awareness training, which shall be geared toward helping participants be aware of the impact that crime has on victims, take responsibility for their actions, and begin to make amends. The curriculum shall focus on the needs and/or assessment of the participants.

10. Interpersonal Relationships
    The Contractor shall provide curriculum that focuses on relationships, reunions with parents, children, and family members through an educational and group process. Instruction shall include the following: developing family rules, guidelines, giving/receiving positive recognition, discipline without corporal punishment, communicating needs, developing nurturing daily living routines, activities, developing/maintaining healthy relationships, and identifying warning signs of high-risk relationships.

11. Healthy Living
    The Contractor shall provide curriculum that focuses on the importance of knowledge, attitudes, and practices relating to personal health and wellness. The service is intended to expose the residents to a broad range of issues and information relating to the various aspects of personal health, to include: the physical, social, emotional, intellectual, spiritual, and environmental. Topics shall include, but are not limited to nutrition, physical fitness, stress, weight management, Human Immunodeficiency Virus (HIV)/sexually transmitted disease awareness, and information concerning blood borne pathogens. Participants shall be introduced to different types of blood borne pathogens (such as HIV, all forms of Hepatitis, Syphilis, Malaria, etc.), transmission routes, preventative strategies, and procedures in case of exposure.

12. Coping Skills/Anger Management
    The Contractor shall provide curriculum that focuses on emotional regulation, anger management, posttraumatic stress, post-incarceration syndrome, healthy communication and identifying triggers. This service shall assist in reducing and redirecting stress and tension which results in aggressive behaviors. The curriculum shall be provided through educational lessons that challenge inappropriate ways of expressing anger and techniques to dissipate that anger before it becomes unmanageable.

13. Fifty-Two (52) Week Domestic Violence Program
    The Contractor shall provide a 52-Week Batterer's Program for participants referred based on statute, or conditions of parole.

14. Certification Requirement
    Whether the program is provided on-site or off-site by the Contractor or Subcontractor, all facilitators shall hold a valid certification to deliver the program. A copy of each facilitator's certification shall be submitted to the DRP Program Analyst (PA) prior to them facilitating any sessions. This requirement also applies to any new facilitators. Facilitators with expired certifications shall be prohibited from conducting sessions until a renewed certification is provided to the DRP PA.

15. Subcontracted Services
    If the program is subcontracted through a local provider, the Subcontractor shall be included in Section B (Subcontractors/Consultant Costs) of the Budget Proposal worksheets. Selection of each Subcontractor shall adhere to the requirements of Exhibit B, Budget Details and Payment Provisions, and documentation of all subcontracted services shall be kept on file at the DRC.

    With the exception of the fifty-two (52) week domestic violence program, AA, NA, or secular equivalent, all programming services shall be provided at the facility. Exceptions can be made on a case-by-case basis. Participation is required for all programming services with the exception of the fifty-two (52) week domestic violence program, unless court mandated.

16. The Contractor shall ensure development and maintenance of a weekly program schedule to include all program components or services to be provided. The schedule(s) shall be offered in the morning, afternoon, and evening to accommodate participants unavailable due to work schedules and the attendance of other necessary appointments. The program schedule shall be maintained throughout the term of this Agreement and shall be provided to DRP, within thirty (30) calendar days of Agreement execution. Any revisions made to the weekly program schedule shall be provided to DRP within thirty (30) calendar days prior to the effective date of the scheduled change.

H. Evidence-Based Curriculum

All primary program components delivered by the Contractor shall utilize evidence-based curricula selected from the Results First Clearinghouse Database that shows positive effects or promising practices at the intervention or curricula level. If the Contractor determines to use curriculum outside of the Results First Clearinghouse, substantiated proof of evidence-based documentation must be provided to DRP. Only approved curriculum shall be used in the program components. Secondary and/or supplemental curriculum does not have to be listed in the Results First Clearinghouse Database, or evidence-based, but shall only be delivered in conjunction with an evidence-based curriculum.

I. Recommended Timetable for Services

The following timetables are examples that the Contractor can utilize to determine appropriate services, depending on the participant's length of stay at the facility. The type and frequency of service is based on the assessed needs of the participant.

1. 0 to 90 days suggested services are:
   a. Reentry Transition
   b. Resource Linkage
   c. Budget and Money Management
   d. Technology Education
   e. Education/Literacy
   f. Job Readiness and Employment

2. Fifteen (15) hours per week of programming which consists of:
   a. Groups: Five (5) hours/week.
   b. Supported community activities: Five (5) hours/week.
   c. Work/additional programming etc.: Five (5) hours/week

3. 91 to 180 days suggested services are:
   a. Education/Literacy
   b. Technology Education
   c. SUD Education
   d. Victim Awareness
   e. Interpersonal Relationships
   f. Healthy Living
   g. Coping Skills

4. Twenty (20) hours per week of programming which consists of:
   a. Groups: Five (5) hours/week.
   b. Supported community activities: Five (5) hours/week.
   c. Work/additional programming etc.: Ten (10) hours/week.

5. 181 to 365 days suggested services are:
   a. Job Readiness and Employment
   b. SUD Education
   c. Victim Awareness
   d. Interpersonal Relationships
   e. Technology Education

6. Twenty-five (25) hour per week of programming which consists of:
   a. Groups: Five (5) hours/week.
   b. Supported community activities: Five (5) hours/week.
   c. Work/additional programs: Fifteen (15) hours/week.

J. Program Referrals and Extensions

For any extensions or additional program time beyond the one hundred eighty (180) days, a Program Extension Request must be approved by DRP. No participant shall be allowed to remain in the program for more than three hundred sixty-five (365) days, unless determined on a case-by-case basis.

Any participant who is referred to the LTORR within ninety (90) days of program discharge or exit is not considered a new participant and shall be subject to program extension approval.

The Contractor shall accept all participants for placement at the facility and manage any participant referred by the CDCR. In cases where a referral is denied, the Contractor shall submit written justification to DRP who will determine if the justification is sufficient and/or in compliance with the Agreement. Examples of justification would be if placement of the participant in the LTORR would be a violation of local and/or state laws or ordinances.

X. OPERATIONS

A. Participant Mail

All regular non-confidential mail received or sent by participants at the facility is subject to being searched by the Contractor as authorized by the participant's signature agreeing to the facility rules/conditions of admission. The reading of mail shall be for cause only.

B. Participant Use of Cell Phones and Designated Telephones

The Contractor shall have a written policy on cell phones and designated telephone use for participants. This policy shall be submitted within thirty (30) calendar days of Agreement execution. This policy shall be disseminated to each participant upon entrance to the facility. The Contractor shall provide Telecommunication Device for the Deaf (TDD) telephones and other assisting equipment upon request.

C. Participant Savings Fund

Participants are required to save seventy-five (75) percent of their net income. The Contractor shall establish a Savings Fund on behalf of the participants to allow the participant to save money. If the participant is obligated to pay restitution, child support, or family support, the savings percentage may be reduced on a case-by-case basis upon approval of the DAPO AOR.

The Contractor shall work with the DAPO AOR to ensure the following:

a. The participant is addressing their identified financial obligation;

b. The participant is not making purchases for personal items in excess of $250.00, unless given prior approval from the AOR; and
c. The participant does not have an excess of $150.00 in their possession, unless given prior approval from the AOR.

The Contractor shall maintain accounting records necessary to provide documentation of all transactions affecting the Savings Fund. The accounting system shall provide:

a. Accurate and current information relative to each participant record included within the Savings Fund;
b. Entries that are supported by sufficient and relevant source documentation; and
c. Reconciliations that ensure the accuracy of the accounting records.

Savings Funds are not utilized for expenditures relative to the operation of the facility or any other expenditure not authorized by the participant. If interest is earned on the Savings Fund, a fair market interest rate shall be established and distributed to participants based on the amount saved while housed at the facility. Supplemental Security Income (SSI) and/or Retirement, Survivor, Disability Insurance (RSDI) and other forms of governmental assistance shall also be considered as income.

The transition of the participant savings fund shall be included in the discharge plan that outlines a clear transition of responsibility to the participant. The participants shall be involved in creating the plan with their assigned Caseworker.

If a participant is removed from the LTORR either voluntarily or involuntarily, but has funds left in their Savings Fund account, the Contractor shall forward a check to the AOR no later than seven (7) calendar days from removal for final disposition.

D. Use of Personal Vehicles

Participants employed or participating in approved activities shall have written approval from the AOR to use their personal vehicle. Approval or denial shall be placed in the participant's file. Participant driving privileges shall be immediately suspended if the participant tests positive for substance use (alcohol and other drugs).

E. Participant Passes

The Program Director (or designee) and/or AOR authorizes participant passes for up to six (6) hours per pass between the hours of 6:00 a.m. through 9:00 p.m. The above or similar passes shall be limited to the time necessary to accomplish the stated purpose at which time the participant shall return to the facility with documented verification of authorized activities. Any modification to program pass hours and/or pass length shall be subject to preapproval by the AOR and DRP Deputy Director or designee.

F. Community Leave Requests

The Program Director (or designee), in consultation with the participant's AOR or Program Parole Agent, shall grant participants community leave of six (6) hours or more as needed. Only those participants adhering to the facility's requirements shall be allowed community leave, which includes overnight visits for family reunification.

G. Participant Transportation

The Contractor shall provide participant transportation to all offsite, program related activities, medical appointments, DMV appointments, emergency transports, and in the event of the

Contractor's move, to a new location. Transportation shall be provided by the Contractor and may include the Contractor vehicle, bus passes/tokens, vouchers, or cards. The Contractor's staff shall never use their personal vehicles to transport participants. The Contractor shall not provide monetary funds directly to participants for transportation purposes.

H. Respect for Neighbors

Good neighbor policies ensure that the facility and its residents are accepted as part of the community. This means residents shall be mindful of conversational noise levels, designated smoking areas that will not affect the neighbors, and walking on sidewalks and paths to destinations.

I. Participant Medical Care

The Contractor shall develop clear, written procedures for both routine and emergency medical care of its participants within thirty (30) calendar days of Agreement execution. The procedures shall also address actions to be taken in the event of the death of a participant and shall incorporate the CDCR's procedures. LTORR staff shall be trained and kept current in all procedures related to routine and emergency medical care, including the telephone numbers of all local emergency service agencies and when to call them. No participant shall be denied the opportunity to seek medical attention.

Participants with special medical needs may be placed at the facility. It shall be the responsibility of the Contractor to make appropriate reasonable accommodations for those special needs. Responses to Parolee Request for Accommodation CDCR 1824-B (Attachment 2) may include obtaining training for staff in emergency response as well as adopting response and evacuation plans for the special needs participant.

The Contractor shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for participants who did not apply for health care coverage while incarcerated; do not currently have health care coverage or have had their health care coverage suspended or terminated; or do not have the means to pay for health care coverage.

The Contractor shall notify DRP to determine the course of action when a health-related problem occurs and could potentially interfere with the participant's ability to remain at the facility. If the participant can remain at the facility, the Contractor shall provide the participant adequate information to obtain the necessary medical attention and assist with transportation.

J. Interpreter Services

The Contractor shall make accessible interpreter services for participants during normal program hours. Services shall be provided, at minimum, via telephone.

XI. AGREEMENT RESOURCES

The Contractor shall provide the required staff for the overall administration of the LTORR program, and ensure compliance with State and County rules, directives and evidence-based practices. The Contractor's key staff positions and responsibilities are listed below; however, actual classification titles may vary. During all hours of operation, all minimum staffing ratios for Caseworkers and Monitors shall be adhered to. One (1) staff worker must be journey level. Journey level staff is defined as an employee who has at least one (1) year of experience working for an adult community correctional program or providing services to the incarcerated population in an institutional setting.

The Contractor shall provide effective twenty-four (24) hours per day coverage, seven (7) calendar days a week. Contractors having more than one (1) contract shall not use full-time LTORR staff for other contracts. Full-time LTORR staff positions shall not supervise or provide program services to individuals who are not a part of the LTORR population. Full-time staff is defined as an employee who works forty (40) hours per week at the LTORR. Part-time LTORR staff may be allowed to work with non-LTORR contracts, in which case the LTORR employee's projected time base for each contract shall be noted in the required staffing plan.

A. Personnel Management

The success of the LTORR relies on the collaboration between the CDCR and the Contractor personnel. This working partnership shall be maintained to ensure the integrity of the LTORR. The CDCR and Program Director, in their respective roles and responsibilities, shall work collaboratively to provide services to participants by:

1. Maintaining open lines of communication and information sharing;
2. Upholding mutual respect;
3. Dressing professionally in business attire and adhering with all applicable CDCR DOM requirements. Currently, see DOM, Article 21, §33020.4(e) non-peace officer employees (subject to change); and
4. Reporting contract staff overfamiliarity and ethics violations.

B. Contractor Leadership & Supervisory Standards

The Contractor staff shall comply with ethical and moral standards of any social service profession, certification, or license, and the CDCR requirements at all times. The Contractor shall establish standards of professionalism (including boundaries) and training of all staff, communicating the inherent risk and dangers associated with working among supervised persons including personal safety.

The Contractor shall recruit, train, supervise, and maintain qualified staff necessary for the successful operation of this Agreement. For staff to provide effective services to participants and maintain a rehabilitative environment, the Contractor shall ensure the following conditions are met:

1. Maintain a consistent and supportive environment for both staff and participants;
2. Maintain appropriate and professional boundaries between staff and participants;
3. Ensure supervisory coverage during all designated programming hours;
4. Serve as an appropriate role model for staff and participants;
5. Develop professional rapport with all stakeholders and participants that is mutual, collaborative, and responsive to all parties' needs; and
6. Stay current on staff training needs, opportunities, and issues.

C. Staffing Plan

The Contractor shall develop and submit a staffing plan to DRP within thirty (30) calendar days of Agreement execution. The staffing plan shall be maintained throughout the term of the Agreement. The plan must ensure full staffing levels for all programming services, detailing recruitment and selection processes, and addressing contingencies for staffing shortages. The plan shall identify part-time/full-time staff and their time allocation to the LTORR. The Department reserves the right to request the current staffing plan as needed. Any changes to the staffing plan shall be approved by DRP.

The plan shall comply with established staffing ratios consistent with the contracted capacity identified in Exhibit B-1, Daily Bed Per Diem Rate Sheet.

D. Policy and Procedure

Within thirty (30) calendar days of the Agreement execution, the Contractor will provide a written personnel policies and procedures manual related to employment practices in the areas of:

1. Work Hours and Overtime;
2. Staff Benefits (e.g., vacation, sick leave, insurance, retirement, etc.);
3. Promotions;
4. Pay Increases;
5. Hiring and Termination Conditions;
6. Discrimination and Sexual Harassment Policy in compliance with State and Federal laws;
7. Nepotism Policy in accordance with CDCR's rules and regulations, that prohibits direct supervision and work performance evaluations of immediate family members;
8. Fraternization Policy in compliance with CCR, Title 15, Section 3400, Familiarity, which prohibits employees from fraternizing with participants and their families;

The manual will include policies on employee performance, drug-free workplace, and staff conduct, as well as contingency and grievance procedures. The Contractor is responsible for adhering to the CDCR's sexual harassment and non-discrimination policies. Additionally, the Contractor must prohibit fraternization with participants and their families.

E. Resignations, Separations, and Vacancies

LTORR vacancies shall be brought to the immediate attention of DRP. Vacancies require the immediate recruitment of new, qualified staff, and shall be filled within ninety (90) calendar days from the date of initial vacancy. The Contractor may fill temporary vacancies internally by a temporary reassignment of existing qualified staff who meets minimum qualifications for the vacant positions. A temporary vacancy is defined as a vacancy of less than sixty (60) calendar days, unless an exception is approved by DRP on a case-by-case basis.

F. Hiring

1. Duty Statements

   The Contractor shall submit a duty statement for each contract-funded position to the CDCR within ten (10) business days of Agreement execution. After the CDCR review and approval, the Contractor is required to maintain a signed duty statement for each hired position and shall provide the CDCR with a copy, upon request. The duty statement shall detail the total work required for each authorized position and at a minimum identify the following:

   a. Agreement position title;
   b. Position number (each position must have a unique position number);
   c. Minimum qualifications and experience;
   d. Desirable characteristics;
   e. Lines of reporting authority required and assigned to the position;
   f. Position title(s) and number of staff to be supervised (if applicable); and
   g. Description of the responsibilities, duties, and tasks to be performed.

2. Hiring Practices

   The Contractor shall submit hiring and security clearance requests simultaneously. The Contractor shall confirm the candidate's work experience and qualifications prior to submitting the hiring information and security clearance request.

An employee with a justice involved background whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any business-related administrative function shall be fully bonded to cover any potential loss to the State or the Contractor. Evidence of the bond shall be supplied to DRP prior to employment of the individual.

G. Minimum Qualification (MQ) Waiver

The Contractor shall make reasonable attempts to fill all positions with a qualified candidate(s). The Contractor shall submit a Minimum Qualification Waiver Request to DRP to hire an individual who does not meet minimum qualifications. Requests for a waiver will be considered on a case-by-case basis and will be granted only temporarily (not to exceed 12 months, unless otherwise approved by DRP while the Contractor continues to seek a qualified individual or until the hired individual becomes qualified, whichever occurs first. A waiver of the minimum qualifications shall be approved by DRP.

H. Provisional Clearances

The CDCR reserves the right to approve or deny any provisional clearances and has the authority to immediately terminate provisional clearances.

The Contractor shall develop and implement written Provisional Clearance policies and procedures that include the following:

1. The Background Security Clearance Application (Attachment 3) shall be submitted as indicated in the hiring package for any individual who will be working in regular contact with the participants;
2. The Contractor shall receive in writing provisional clearance approval from DRP prior to staff working with CDCR participants;
3. All provisional clearance approval or denial documentation shall be maintained in the employment file;
4. Until the formal Security Clearance/Live Scan is approved, the Contractor shall ensure the provisional clearance is renewed as necessary.

I. Security Clearance/Live Scan

The CDCR reserves the right to approve or deny any security clearances and has the authority to immediately terminate security clearances.

The Contractor shall develop and implement written Security Clearance/Live Scan policies and procedures that include the following:

1. All current and potential staff, volunteers and any individual who will be in regular contact with the participants shall undergo a thorough security clearance. All Live Scan fees associated with the background check shall be borne by the Contractor.
2. Once the Contractor obtains the provisional clearance approval documentation, the CDCR will provide the Background Security Clearance Application (Attachment 3).
3. Potential staff and volunteers shall take the Background Security Clearance Application (Attachment 3) to a Live Scan location approved by the Department of Justice (DOJ).
4. Once the Live Scan is complete, the Contractor shall return the completed Background Security Clearance Application (Attachment 3) to DRPCRSLS@cdcr.ca.gov within twenty-four (24) hours.
5. The CDCR will approve or deny all security clearances.
6. Criteria for denial of security clearances include the following:
   a. The Contractor shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or

any violations of Penal Code (PC) Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners, offenses).

7. Certain applicants, volunteers, and Subcontractors will require DRP review as a result of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. DRP, shall review the following individuals on a case-by-case basis and provide a written determination of whether the applicant will be approved to work with DRP participants:
    a. Individuals that fall under Health and Safety (H&S) Code Section 11590 and/or PC
    b. 457.1 shall have completed registration requirements, and employment will not violate those requirements.
    c. Individuals with a conviction history involving a serious felony offense as defined by PC 1192.7
    d. Individuals with a conviction history involving a violent felony offense as defined by PC 667.5(c).
8. Individuals who are on active parole or probation supervision will require DRP review as a result of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts.

   The DRP Deputy Director and the DAPO Deputy Director or designee(s) shall review the following individuals on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with DRP participants. The approval shall be consistent with the Department Operations Manual, regulations, the statutes, and meet the following criteria:
    a. In good standing, as determined by CDCR or County Probation.
    b. Must have the AOR or Probation Officer written approval on department letterhead.
    c. Must not reside or be enrolled as a participant at the program for which they are requesting security clearance.
    d. Must follow all terms and conditions of Parole, Probation, registration requirements (With the exception of PC 290 registration, refer to below requirements).
    e. Individuals that fall under PC 290 shall have completed registration requirements, and employment will not violate those requirements. PC 290 registrants must follow all terms and conditions of Parole, shall have completed a minimum of 50% of the Parole Supervision term, and must have successfully completed or actively participating in any and all sex offender specific treatment/programming services.

The Contractor shall notify DRP of employment termination of any individual who has received a security clearance from the CDCR. The Contractor shall submit the No Longer Interested Notification Form (Attachment 4) to DRPCRSLS@cdcr.ca.gov and the DRP Program Analyst.

J. Staff Training

The Contractor shall ensure staff participation in training that clearly defines the knowledge and skills necessary for the effective management of participants and the supervision of their activities specific to the LTORR. This training may be done in collaboration with the CDCR.

The Contractor shall provide documented evidence that its employees receive forty (40) hours of applicable orientation and training within their first year on the job and forty (40) hours of training annually thereafter. This training shall be consistent with the duties and responsibilities of the staff position and documented in the employee's personnel file. Additionally, within thirty (30) business days of program implementation, the Contractor shall ensure staff complete training on the ARMS.

All LTORR staff shall be trained in first aid and Cardiopulmonary Resuscitation (CPR), within the first six (6) weeks of employment and renewed prior to certificate expiration thereafter. A valid certificate of completion shall be maintained in the employees' personnel files.

K. Personnel Requirements

The Contractor shall maintain complete personnel records, conduct annual performance evaluations, and notify DRP of staff changes. A copy of the Employee Handbook must be provided at the time of Agreement execution and within five (5) business days of any revision.

The Contractor shall establish minimum competencies for staff positions providing services to participants. Competencies shall be expressed in terms of knowledge, skills, abilities, experience, and education.

The Contractor shall be responsible for the recruitment, selection, hiring, training, supervision, and retention of staff necessary to fulfill all functions of the Agreement. The Contractor shall ensure sufficient staffing levels to deliver all program components as specified in the Agreement. Additionally, all staff responsible for program curriculum delivery shall meet the requirements outlined in the Agreement.

L. Key Staff Positions

For facilities with twelve (12) to thirty (30) participants, staff denoted (*) below may share one (1) or more full-time equivalent position(s) upon approval by the DRP Deputy Director, or designee. The staff descriptions of the required positions and minimum staffing ratios include:

1. Program Director – One (1) Full-Time Position

Responsibilities shall include the following:

a. Ultimate responsibility for the supervision of all LTORR staff positions. If necessary, substitute for and adequately perform all duties of any other paid staff.
b. Oversee the implementation and provision of all LTORR services and activities.
c. Ensure compliance with the CDCR's administrative and fiscal regulations in accordance with the Agreement provisions.
d. Ensure operational costs do not exceed the funding generated by the LTORR per diem rate.
e. Possess the interpersonal skills that allow effective interaction with varied staff and participant groups.

Minimum Qualifications

The Program Director shall possess either:

a. A Bachelor of Arts (BA) or Bachelor of Science (BS) degree in the Social Sciences or a related field and one (1) year of experience working with a justice-involved population; or
b. A minimum of sixty (60) college units and four (4) years of staff supervisory experience working with a criminal justice or related population; or
c. Six (6) years of staff supervisory experience working with a justice-involved or related population.

2. Caseworker Supervisor – One (1) Full-Time Position

Responsibilities shall include the following:

a. Ensure timely completion of all participant orientations to the LTORR and development of all participant CMPs.
b. Ensure timely completion and submission of any participant program extension requests.
c. Coordination and efficient management of program services, casework functions and supervision of Caseworkers, Job Developer and Monitor staff.

d. Monitor the procedures governing casework services, strategize the sequence of services and ensure participants are in compliance with their CMP.
e. Monitor participants' progress and recommend to the Caseworker, Monitors, CDCR staff and participants corrective measures when progress is substandard.
f. Provide supervision and direction to Caseworkers, Job Developer, and Monitors to ensure they perform their duties according to the provisions of the Agreement and local policy.
g. Ensure secure storage of all participant records.
h. Participate in monthly case conferences of all participants.
i. Assume the Program Director responsibilities when the Program Director is absent and may assume various duties as delegated by the Program Director in assisting with overall management of the facility.

Minimum Qualifications
The Caseworker Supervisor shall possess either:
a. A four (4) year degree in Social Sciences or a related field and two (2) years of experience supervising casework staff working with a justice-involved or related population; or
b. A minimum six (6) cumulative years of full-time experience as a counselor in a program serving the justice-involved population.

3. Caseworker – (Part-Time or Full-Time Positions)

Responsibilities shall include the following:
a. Provide face-to-face services to the participants.
b. Develop CMPs for participants.
c. Develop and monitor the participant's progress relative to their CMP.
d. Make appropriate referrals to outside agencies.
e. Maintain progress notes in participants files.
f. Keep the AOR apprised of participant's progress.
g. Develop an exit plan to include discharge and aftercare information.

Participant to Caseworker caseload ratios shall not exceed the ratio of eighteen (18) to one (1) (18:1).

Minimum Qualifications
The Caseworker shall possess either:
a. An Associate of Arts (AA) or an Associate of Science (AS) degree from a granting institution or equivalent, and a minimum of two (2) years of experience working with the criminal justice population; or
b. A minimum of four (4) years of experience working in a similar position with the justice-involved population.

4. Job Developer – One (1) Full-Time Position

Responsibilities shall include the following:
a. Assess participant to determine training and Career Technical Education (CTE) needs.
b. Assist in formulating plans to achieve occupational goals and refer participant to appropriate employers, training and educational facilities, or other community agencies and organizations.
c. Provide counseling to assist participants in analyzing and evaluating their skills and aptitudes for employability.
d. Provide information on occupational opportunities, job requirements, training, and rehabilitation resources.

e. Provide employment services including résumé writing, mock interviews, time management, how to get along with others in a work environment, and how to follow instructions.
f. Assist participant with assembling documents as necessary, to legally work within California (e.g. California ID, Social Security Card, etc.).
g. Identify the benefits of completing the criminal record expungement process.
h. Provide information or a referral on how to expunge a criminal record and obtain a Certificate of Rehabilitation.
i. Mentor the participant in disclosing appropriate information regarding past convictions and/or parole status to the employer.
j. Assist participant in locating and securing employment, college enrollment, or CTE training.
k. Work with participant once they have been employed to address issues that may arise after job placement.
l. Obtain verification of participant employment.
m. Identify and establish a working relationship with local area employers to assist with the recruitment of participants.

Participant to Job Developer caseload ratios shall not exceed the ratio of fifty (50) to one (1) (50:1).

Minimum Qualifications
The Job Developer shall possess either:
a. A Bachelor of Arts (BA) or Bachelor of Science (BS) degree from a granting institution or equivalent, and a minimum of one (1) year of experience as a Job Developer or similar position; or
b. A minimum of four (4) years of experience as a Job Developer or similar position.

5. Monitor – (Part-Time or Full-Time Positions)

Responsibilities shall include the following:
a. Monitor facility and participants after business hours, seven (7) days a week, including holidays.
b. Assist the Caseworker with the delivery of participant services and activities, as necessary.

Participant to Monitor ratios shall not exceed the ratio of twenty-five (25) to one (1) (25:1) on duty twenty-four (24) hours per day. The Monitor to participant ratio may be adjusted on a case-by-case basis with prior written approval from the CDCR.

Minimum Qualifications
The Monitor shall possess the following:
a. Be at least twenty-one (21) years of age; and
b. Possess good interpersonal and written communication skills.

6. Administrative Staff – (One [1] Full-Time Position)

Responsibilities shall include the following:
a. Possess good oral and written communication and typing skills.
b. Function as the LTORR receptionist and perform other office clerical duties within the facility.

Minimum Qualifications
Administrative Staff shall possess the following:
a. Be at least twenty-one (21) years of age;
b. Possess good interpersonal and written communication skills; and

c. Possess good typing and computer skills.

7. Cook – (Part-Time or One [1] Full-Time Position, if applicable)

Responsibilities shall include the following:

a. Efficient operation of the culinary area.
b. Develop and follow approved menus that meet nutritional standards, consistent with the CDCR's DOM Section 54080.
c. Taste all food prior to serving it to the participants and reserve a sampling of each meal for twenty-four (24) hours to determine possible food contamination.
d. Be responsible for purchasing and properly storing food, planning and serving meals, and ensuring the culinary area meets State and local health department sanitation requirements.

Minimum Qualifications

The Cook shall possess the following:

a. Be at least twenty-one (21) years of age;
b. Possess a valid California Food Handlers Card; and
c. A minimum of (1) year of culinary work experience.

XII. Data, Records, and Reporting Requirements

A. General Information Security Terms

All financial, statistical, personal, technical and other data and information relating to the State's operation, which are designated confidential by the State and made available to the Contractor, or which become available to the Contractor to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure by the organization or their contracted employees.

1. All information, reports, writings, summary documents or press releases shall be submitted for the CDCR review and approval prior to dissemination. The Contractor shall consult with the CDCR in the development of any data or material to be released to the public, news, media, or other professional groups.
2. The Contractor shall comply with the federal regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records" as cited in 42 CFR, Part two (2) and 45 CFR, as well as Health Insurance Portability & Accountability Act (HIPAA) requirements related to collection, utilization, maintenance, retention, release, and disposal of participant program data and/or hard copy documentation.
3. The Contractor agrees all participant records and all information gathered, maintained, or created, related to participants for purposes of this Agreement are property of the CDCR. Any hard-copy documentation and/or files the Contractor chooses to maintain, containing individual participant information, shall be secured in a locked file cabinet or drawer behind a locked door, located in a secured area, to prevent unauthorized access. The Contractor shall confidentially dispose of hard-copy documentation and/or files at the end of this Agreement.
4. The CDCR reserves the right to revise data requirements and reporting timeframes under this Agreement as legislatively or departmentally mandated. The CDCR shall notify the Contractor of modifications to data requirements, reporting timeframes and/or procedure changes thirty (30) calendar days before the effective date of the change. However, there may be instances when a thirty (30) day notice is not achievable and the CDCR will provide notice as soon as possible.

5. The Contractor shall ensure compliance with the California Welfare and Institutions Code, Section 8256 (c)(1)(B) and (C).

B. Data Management System

1. The CDCR's current electronic record system for documenting the delivery and administration of rehabilitative programs and services is ARMS. The Contractor shall utilize ARMS to document all aspects of this Agreement, and any additional data entry requirements defined by the CDCR.
2. The CDCR shall provide the Contractor's staff training and additional resources/reference materials to develop an understanding of the ARMS user interface, including the ability to navigate the system end enter program/service data as defined by the CDCR.
3. The Contractor shall ensure data entry and documentation occurs timely, accurately reflects the services delivered, and addresses the expectations outlined in the Service Delivery Components section of this Agreement, the Data Requirements and Reporting Timeframes (Attachment 1) and all administrative documentation requirements (e.g., staffing, hiring, etc.).
4. The Contractor shall monitor staff for accurate and comprehensive documentation and immediately, within one (1) business day, notify the CDCR of any falsification of documentation by the Contractor's staff. Non-adherence to documentation standards or falsification of documentation may be used by the CDCR to initiate corrective action plans and/or other actions defined in Sanctions of Non-Compliance Section of this Agreement.
5. ARMS is the centralized data system which shall be utilized to collect and maintain all data related to contracted services. For technical assistance regarding ARMS, email arms_support@cdcr.ca.gov. The Contractor shall ensure compliance with the following data collection protocols:
    a. Utilization of compatible computer hardware and/or software and internet connectivity;
    b. Ensure data security, as outlined in Exhibit G, ARMS Data Sharing Security Agreement;
    c. Implement and maintain policies and procedures to ensure integrity, accuracy and security of all data maintained and submitted to the CDCR. These policies and procedures shall include an information security policy and a disaster recovery process. These policies and procedures must be completed within thirty (30) calendar days upon Agreement execution;
    d. Data Entry Requirements: The Contractor shall ensure that daily data entry is consistent and accurate;
    e. Data corrections are the responsibility of the Program Director or Associate Program Director only and are submitted via the ARMS ADMIN-Support Request touchpoint found in the Administration modality; and
    f. Provide all data collected outside of ARMS to the CDCR within thirty (30) calendar days of contract termination.

C. Participant Files

The Contractor shall have various files separated by service type. The Contractor shall maintain complete electronic files on all participants within the ARMS.

The CDCR reserves the right to identify additional file requirements, as needed. A participant file consists of:

1. Participants full name;
2. Release of Information;

3. Intake, Enrollment, and Admission Agreements;
4. Orientation;
5. Health Questionnaires;
6. All assessments (e.g., COMPAS, placement assessment)
7. Session Attendance;
8. Case Management Development including goals, activities, tasks, etc.;
9. Case Monitoring and progress notes;
10. Employment development and family relationship documents;
11. Drug Testing dates and results;
12. Reasonable Accommodation documents;
13. Personal, financial, or other program-related documents;
14. Service and/or treatment referrals;
15. Disciplinary and adverse action documentation; and
16. Discharge summary and/or exit plans.

Once electronic filing requirements are met (as outlined above), the CDCR does not require maintenance for hard-copy documentation.

XIII. Contract Performance

A. Compliance Monitor and Performance Review

The CDCR will monitor adherence with the terms and conditions of this Agreement and CDCR policies and procedures (Compliance) on an ongoing basis through various performance review tools.

The CDCR will administer a Performance Review to evaluate Compliance as frequently as needed to address Compliance concerns. Upon completion of a Performance Review, a Program Accountability Review (PAR) shall be sent to the Contractor with a general explanation of its scope and a list of items that require additional attention, review, and/or action.

A Corrective Action Plan (CAP) will be included with a Performance Review if one or more items demonstrate the Contractor is out of Compliance.

B. Corrective Action Plan

Upon receipt of the CAP, the Contractor shall submit a response that addresses each item in the CAP. The written response shall:

1. Be submitted within ten (10) business days of receipt of the CAP.
2. Declare the Contractor's intent to
   a. Take action as identified in the CAP,
   b. Take action on an alternate solution, or
   c. Not take action.
3. Provide a justification if requesting to implement an alternate solution(s) or not taking action.
4. Include data, evidence, and/or additional supporting documentation if requesting to implement an alternate solution(s) or not taking action.

The CDCR will review the CAP response to ensure that it satisfies these requirements. No response or responses that do not meet all requirements may result in sanctions for non-compliance. If the Contractor submitted a CAP response and wishes to dispute items not included in the CAP, an appeal request must be submitted in writing within five (5) business days.

C. Sanctions for Non-Compliance

When the Contractor fails to meet contract requirements as identified in the PAR and associated CAP, the CDCR may impose administrative and/or monetary sanctions. The reasons include, but are not limited to the following:

1. Failure to meet staffing requirements.
2. Failure to meet the utilization of services.
3. Failure to meet data quality and reporting requirements.
4. Failure to submit timely and accurate participant data.
5. Failure to meet operational requirements.
6. Failure to comply with CDCR policies.

Sanctions may be imposed on the Contractor with a CAP, in lieu of a CAP, or if the Contractor fails to meet CAP requirements. When determining the assessment of monetary sanctions, the CDCR will consider the following factors:

1. The nature, scope, and gravity of the violation, including potential harm or impact on participants.
2. Documentation of progress completed towards resolving violations.
3. The Contractor's history of violations.
4. The nature and extent to which the Contractor has taken corrective action to ensure the violation will not recur.
5. Whether the violation is an isolated incident.

For monetary sanctions, the CDCR may withhold of a percentage, up to ten (10) percent of the invoice, which may be reimbursed upon satisfactory completion through resubmission of on an invoice.

In the event of an administrative or monetary sanction, the CDCR will provide the Contractor with reasonable notice of the CDCR's intent to impose the sanction. All sanction notices will be in writing and include the effective date, duration of, and reason for the sanction proposed, as well as any appeal rights that the Contractor has. The Contractor may request to meet and confer regarding the proposed sanction(s) if the request is in writing and provided to the contract manager within two (2) business days of receipt of the notice.

D. Failure to Perform

Should the Contractor fail to adequately perform services under the terms of this Agreement and/or fail to correct deficiencies or items of non-compliance identified in the CAP within established timeframes, the Contractor shall be subject to one or more sanctions identified above. Continued failure to perform services shall result in termination of this Agreement.

XIV. <u>Contractor Responsibilities</u>

A. Transition of the Agreement to a Successor

The Contractor shall provide within thirty (30) calendar days of Agreement execution, and within twenty-four (24) hours of any revisions, a detailed plan for transition of participants, participant records, and data to a successor. The plan shall include the steps that will be taken prior to expiration or termination of this Agreement. The plan shall specify what steps the Contractor will take after termination of the Agreement to continue to provide data and assistance to the successor for a

minimum of six (6) weeks after the termination date. The plan revisions shall be approved by DRP and updated as requested during the term of this Agreement.

The Contractor shall coordinate with the previous regional Agreement provider to ensure an optimal transition and continuity of services upon award of this Agreement. The Contractor shall adhere to the CDCR's implementation strategy provided upon Agreement execution and plan for program activation to minimize interruptions to the delivery of services. In addition, the Contractor shall provide the CDCR with any additional information and support requested to facilitate a successful transition of services, ensuring minimal interruptions to the delivery of services, sixty (60) days prior to contract termination.

XV. CDCR Responsibilities

A. DRP will conduct a physical site visit evaluation prior to the Contractor signing the Agreement on a pass or fail basis in accordance with the Physical Site Visit Evaluation (Attachment 8).
B. DRP will work with the Contractor during activation and program implementation. The Contractor will be assigned a DRP Program Analyst, whose role will be to monitor program performance and compliance.
C. DRP will collaborate with the Contractor as often as necessary, to review progress. The reviews will include assisting the Contractor in implementation, problem-solving, quality assurance, performance objectives, and related issues.
D. DRP will provide updates to the Contractor's staff on changes or updates to CDCR rules and regulations, policies and procedures that might impact program operations.
E. DRP and DAPO will provide technical assistance to the Contractor regarding program operations as needed.
F. DRP will review and approve the Contractor's protocols or revisions as outlined in the Agreement. DRP in conjunction with DAPO shall monitor and coordinate with the Contractor to identify and provide solutions to issues with referrals, capacity, and other program related issues.
G. DAPO in conjunction with DRP will determine eligibility for placement.
H. DAPO will refer participants to the Contractor. Referrals will be confirmed on an Activity Report (Attachment 6). Final program placement must be approved by the AOR.
I. DRP will facilitate communication and collaboration between DRP, DAPO, and the Contractor regarding participant related activities, progress on the participant's CMP, and discharge plans.
J. The AOR will actively engage in the participant's progress by collaborating with the Contractor to develop the participant's discharge plan.
K. DRP and DAPO will work collaboratively with the Contractor to allow the PRNN meetings in the local geographical area to be held at the facility upon availability.
L. DRP will work collaboratively with DAPO to review, monitor, track, and report program utilization on an ongoing basis.
M. DRP will review the Contractor's invoices for accuracy and reimburse for services provided. DRP will ensure invoices are processed within required timeframes. Expenses reimbursed by the CDCR may be subject to audit(s); if discrepancies are identified, costs shall be adjusted to reflect the audited actual allowable costs incurred.
N. The CDCR will assess a participant's risk to reoffend using the California Static Risk Assessment. The CDCR will identify criminogenic needs and generate a Reentry Case Management Plan using the COMPAS assessment.
O. The CDCR will provide the Reentry COMPAS Summary to the Contractor, when available.
P. The CDCR reserves the right to remove any participant from the LTORR.
Q. DAPO will have the final decision-making authority regarding closures/lock-downs at the DRC in urgent and emergent situations, such as bomb threats and active shooter.

CONTRACT TERM

The Agreement Term is Upon Approval, through June 30, 2028. If it is determined to be in the best interest of the State, and upon Agreement between the CDCR and the Contractor, the State may extend this Agreement for up to two (2) optional one (1) year terms.

XVI. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

Billing/Payment Issues
Headquarters Accounting Office
Email: DRPInvoiceUnit@cdcr.ca.gov

Scope of Work/Performance Issues
Division of Rehabilitative Programs
Email: Contracts-CRS-Communications@cdcr.ca.gov

General Contract Issues
Office of Business Services
Contracts Management Branch
Phone Number: (279) 210-3724
Email: m_cdcrobscontracts@cdcr.ca.gov

LONG TERM OFFENDER REENTRY RECOVERY

PROGRAM LOCATION

County: San Francisco

Daily Bed Use (# of Beds): _____

Gender: _____

_____
Facility Name

_____
Facility Address

_____
City, State, Zip

1. Invoicing and Payment

a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1, Daily Bed Per Diem Rate Sheet, and made a part of this Agreement. Exhibit B-1, Daily Bed Per Diem Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.

b. Invoices shall include the Agreement number and Purchase Order number and shall be submitted not more frequently than monthly in arrears to the address provided below. Invoices shall be itemized, separating parts and labor. Labor hours shall be clearly listed and according to actual hours in which services were performed. Approved estimates, Service Reports, parts receipts, and/or subcontractor receipts shall accompany the invoice to the State. Payment will be for actual expenses only, not estimated costs.

c. The Division of Rehabilitative Programs (DRP) preferred invoice submission is electronically to the email address listed below. Invoices shall include the Agreement Number, Purchase Order Number and Invoice Number. Electronic email submissions require the agreement name and number in the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the invoice number. Separate emails shall be sent for each contract with the invoice information as stated above.
Invoices shall be submitted by the 10th business day of each month. The Contractor shall include the following:

1. Monthly Participant Day Invoice, Attachment 9
2. Register of Program Participation, Attachment 10

CDCR reserves the right to revise the invoice forms, supporting documentation requirements, and/or the processing procedures utilized in the Agreement to suit the needs of CDCR without processing an amendment. The Contractor will be notified of modifications to invoice forms, supporting documentation requirements, and/or processing procedure changes thirty (30) calendar days before the effective date of the change.

DRP shall review the Contractor's invoices for accuracy and reimburse for services provided.

For electronic submission, send invoice to:
DRPInvoiceUnit@cdcr.ca.gov

For hardcopy submission, send invoices to:

California Department of Corrections and Rehabilitation (CDCR)
Sacramento Accounting Office
Attention: Accounts Payable A
P.O. Box 187015 Sacramento, CA 95818-7015

If CDCR elects to incorporate an automated invoicing system at any time during the term of this Agreement, the Contractor shall cooperate and assist in any manner necessary. The Contractor shall be required to use the automated invoicing system.

d. The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

California Department of Corrections and Rehabilitation (CDCR)
ASB - Sacramento
Attention: **Accounts Payable A**
P.O. Box 187015
Sacramento, CA 95818-7015

For electronic submission, send invoices to:
APA.Invoices@cdcr.ca.gov

2. Budget Contingency Clause

a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal 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 State 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.

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to

pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

When a subcontractor is utilized, the subcontractor must provide a detailed, itemized receipt that adheres to the terms of this Agreement. Under no circumstances will the Contractor be allowed to mark up or manipulate the hours of the quote provided by the subcontractor in order to cover additional expenses. The quote from the subcontractor and Contractor must adhere to the rates identified in the Exhibit B-1, Daily Bed Per Diem Rate Sheet. There will be no additional compensation for any work that is performed by a subcontractor that was not identified on the Exhibit A, Scope of Work.

5. Advanced Payment for Non-Profit Organizations

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

6. Bidder Acknowledgement/Certification (OBS 300)

The Contractor hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work and all Terms and Conditions.

Any and all services performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor.

Long Term Offender Reentry Recovery Program

County: San Francisco

Agreement Term: Upon Approval through June 30, 2028

Fiscal Year	Maximum Number of Participants (A)	Multiply	Per Day Per Diem (B)	Multiply	# of Days (estimated) (C)	Annual Per-Diem Total (D) (AxBxC)	Monthly Fixed Operational Costs (E)	Annual Fixed Operational Costs (F) (Ex12)	Total Annual Maximum Reimbursement (D + F)
FY 2025-2026		x		x	365	$ -		$ -	$ -
FY 2026-2027		x		x	365	$ -		$ -	$ -
FY 2027-2028		x		x	366	$ -		$ -	$ -
								Total:	**$ -**

***Optional Years**

Fiscal Year	Maximum Number of Participants (A)	Multiply	Per Day Per Diem (B)	Multiply	# of Days (estimated) (C)	Annual Per-Diem Total (D) (AxBxC)	Monthly Fixed Operational Costs (E)	Annual Fixed Operational Costs (F) (Ex12)	Total Annual Maximum Reimbursement (D + F)
FY 2028-2029		x		x	365	$ -		$ -	$ -
FY 2029-2030		x		x	365	$ -		$ -	$ -
								Total:	**$ -**

*If it is determined to be in the best interest of the State, upon Agreement between CDCR and the Contractor, the State may extend this Agreement for up to two (2) optional one (1) year terms.

CDCR does not guarantee use of all available beds.

NOTES:

(1) Fixed Operational Costs are paid irrespective of facility population and annual costs shall not exceed more than 50% of the "Total Annual Max Reimbursement". These costs shall include only the following (if applicable): Loan principal/interest, rent, lease, property taxes, and property insurance.

(2) Bidders are responsible for ensuring proposed capacity and costs are in compliance with Exhibit H, Site and Funding Limit Requirements and any other applicable attachments or exhibits in this bid. The amount in Total Annual Maximum Reimbursement shall include Annual Fixed Operational Costs and cannot exceed the Maximum Funding Threshold totals listed in Exhibit H, Site and Funding Limit Requirements.

(3) Submitted bids exceeding the Maximum Funding Threshold allotted for each fiscal year, as listed in Exhibit H, Site and Funding Limit Requirements, will be disqualified from the Bid process.

(4) Submitted bids exceeding the Fiscal Year Totals for all fiscal years combined, as listed in Exhibit H, Site and Funding Limit Requirements, will be disqualified from the Bid process.

(5) Calculations shall not include fractions of pennies or numbers beyond two (2) decimal places.

NON-EXPENDABLE EQUIPMENT

List all types of non-expendable equipment used with this project. Budgeted costs for non-expendable equipment reflect payment made per month during the term of the contract. Attach additional sheets if necessary.

EQUIPMENT ITEM and SERIAL NUMBER	RENT COST or LEASE COST Indicate monthly cost.	DEPRECIATION If not using the straight line method, you will be required to submit support justification indicating the method of depreciation.
COPY/FAX/SCANNER Machine Serial # TBD	Rent Cost: $_____ per month Lease Cost: $625.00 per month	Acquisition Cost: $_____ Useful Life: ___ years Depreciation Cost: $_____ per month
	Rent Cost: $_____ per month Lease Cost: $_____ per month	Acquisition Cost: $_____ Useful Life: ___ years Depreciation Cost: $_____ per month
	Rent Cost: $_____ per month Lease Cost: $_____ per month	Acquisition Cost: $_____ Useful Life: ___ years Depreciation Cost: $_____ per month
	Rent Cost: $_____ per month Lease Cost: $_____ per month	Acquisition Cost: $_____ Useful Life: ___ years Depreciation Cost: $_____ per month
	Rent Cost: $_____ per month Lease Cost: $_____ per month	Acquisition Cost: $_____ Useful Life: ___ years Depreciation Cost: $_____ per month

Revised January 2010

1. <u>Contract Disputes</u> (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

The acceptance by Contractor of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between Contractor and contract liaison, or the designated CDCR employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Chief, Contracts Management Branch (CMB), OBS, and a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

(SUBJECT)
Chief
Contracts Management Branch
Office of Business Services
California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting information are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Chief, CMB, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

d. Further Resolution

If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from the Chief, CMB, after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process, if any, available under the laws of the State of California.

e. Contract Disputes with Public Entities

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

Additionally, the State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. The State may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the State would receive a better rate for the same service.

However, the State can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

4. Responsibility Hearing

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award of future Agreements can be made.

5. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any state or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code (GC) Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

6. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

7. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

9. Computer Software Management Memo

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

10. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

11. Liability for Nonconforming Work

All work provided by the Contractor shall conform to the latest requirement of federal, state, city and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement.

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

12. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify CDCR, OBS in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

13. Contract Violations

The Contractor acknowledges that any violation of Chapter 2 or any other chaptered provision of the Public Contract Code (PCC) is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

15. Extension of Term

This Agreement may be amended when the additional year(s) or additional task(s) were anticipated and evaluated as an option to renew in the IFB/RFP.

16. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;

b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses);

c. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

d. Any ex-offender in a position which provides direct supervision of parolees, except in the following instances:

    1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or Contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

17. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

18. Tax

The State of California and Contractor will each bear their own respective federal, state and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

19. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

20. Permits and Certifications from State Board of Equalization

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in Sections 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) State business days of the request made by the State.

21. Darfur Contracting Act

Effective January 1, 2009, CDCR generally cannot contract with "scrutinized" companies that do business in the African nation of Sudan, as described in Public Contract Code Sections 10475-10478. A company that currently has (or within the previous three years has had) business activities or other operations outside of the United States must certify that it is not a "scrutinized" company when it submits a bid or proposal to CDCR. A scrutinized company may still submit a bid or proposal for a contract with CDCR if the company first obtains permission from the Department of General Services (DGS).

All bidders must submit a completed OBS 1500 verifying status, with their bid proposal.

22. Iran Contracting Act

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code Sections 2200 through 2208 are "the Act"), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars ($1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. The Act requires that DGS establish and periodically update a list of ineligible vendors.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars ($1,000,000) or more if the financial institution extends credit, as defined in the Act, to a

business identified on the DGS list of ineligible vendors that will use the credit to provide goods or services in the energy sector in Iran.

Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars ($1,000,000) or more, a vendor must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California. Also financial institutions must certify that they are not extending credit to an ineligible vendor as described in the Act. The Act provides exceptions to the certification requirement, see PCC sections 2203(c) and (d) for additional information regarding the exceptions.

All bidders must submit a completed OBS 1502 verifying status, with their bid proposal.

23. Conflict of Interest

The Contractor and their employees shall abide by the provisions of GC Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;

2. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or

3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

b. Current State Employees

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:

   a. Using an official position for private gain;
   b. Giving preferential treatment to any particular person;
   c. Losing independence or impartiality;
   d. Making a decision outside of official channels; and
   e. Affecting adversely the confidence of the public or local officials in the integrity of the program.

4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to incarcerated individuals or parolees. The Contractor shall not itself employ or offer to employ incarcerated individuals or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with incarcerated individuals or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, “affiliated company, person or business” means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders, either directly or indirectly. “Affiliated companies, persons or businesses” include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled,

either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

24. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by incarcerated individuals or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff, made by any incarcerated individual or parolee, which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

25. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

26. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employee access to State premises. The State further reserves the right to

terminate the Agreement should a threat to security be determined.

27. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

28. Hiring Considerations

If this Agreement is in excess of $200,000, the Contractor shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 et seq.

29. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting incarcerated individual and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to incarcerated individuals/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that incarcerated individuals and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with incarcerated individuals and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR incarcerated individuals and/or parolees at the facility and access to incarcerated individual and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

30. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this Agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this Agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this Agreement.

Prior to approval of this Agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the

workers' compensation insurance shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this Agreement.

31. <u>Insurance Requirements</u>

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractor are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage at all times as required, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

In the event the insurance coverage expires at any time or during the agreement term, the contractor agrees to provide a new certificate of insurance at least 30 days prior to expiration. The contractor agrees that no work or services shall be performed prior to DGS/ORIM approval. The State may, in addition to any other remedies it may have, terminate the agreement should the contractor fail to comply with these provisions.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this

Agreement, at Contractor's expense insured against:

Commercial General Liability - Provider agrees to carry a minimum of $1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).

The certificate of insurance must include the following provisions:

- The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

  State of California
  California Department of Corrections and Rehabilitation
  Office of Business Services
  9838 Old Placerville Road, Suite B-2
  Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California, under the contract (SCM 7.40).

Auto Liability – Contractor agrees to carry a minimum of $1,000,000 per claim for bodily injury and property damage liability combined.

Non-Medical Professional Liability- Contractor and any subcontractors shall maintain Professional Liability Insurance in the amount of $1,000,000 per occurrence, $3,000,000 in the aggregate, including coverage for any errors and omissions caused by negligence in the performance of duties under this Agreement.

By signing this Agreement, the Contractor certifies that the carrier of any professional liability insurance required in the performance of this Agreement has knowledge of the Contractor's and any subcontractor's extension of services to CDCR incarcerated individuals.

32. Disabled Veteran Business Enterprise (DVBE)

If this Agreement is exempt from DVBE requirements, CDCR requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

33. Small Business and DVBE Participation – Commercially Useful Functions

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code:

GC Sections 14836,14837, 14838, 14839, 14840, 14842, 14842.5
Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and be "domiciled" in

California. A supplier's bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

34. DVBE Replacement Request

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veteran's Code (MVC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services, m_cdcrobscontracts@cdcr.ca.gov. For assistance with access to the "DVBE Substitution" form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE Advocate at sbdvbeadvocate@cdcr.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contract Code (PCC) § 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC § 999.9; PCC § 10115.10, or PCC § 4110 (for public works contracts).

35. DVBE Payment Certification

MVC 999.5(d) requires prime contractors to certify that payments to DVBE subcontractors were made upon completion of the contract and allows the awarding department to requests proof of payment. Senate Bill 588 requires prime contractors to certify that payments to DVBE subcontractors were made upon final invoice submittal. MVC 999.7 states that the department shall withhold up to $10,000 from the final payment until the prime contractor complies with the certification requirements in MVC 999.5(d).

Prime contractors shall return the completed Prime Contractor's Certification – DVBE Subcontractor Report (STD 817) with proof of payment to the DVBE subcontractor via email to "DVBESubcontractorReport@cdcr.ca.gov" for processing and inclusion in the contract file with the final invoice. If the STD 817 is not submitted with the final invoice or submitted incomplete, up to $10,000 will be withheld from the prime contractor's final payment pending receipt of a complete and accurate STD 817.

36. Confidentiality of Information

CDCR and Contractor agree that all incarcerated individuals/patient medical record information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Contractor by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California GC Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code

Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement, which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

37. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this Agreement.

38. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around incarcerated individuals/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with incarcerated individuals/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

The following provisions apply to services provided on departmental and/or institution grounds:

39. Bloodborne Pathogens

Contractor shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

40. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison incarcerated individuals and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around incarcerated individuals who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison incarcerated individuals or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s)

and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison incarcerated individuals or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

   SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison incarcerated individuals, wards, visitors, and employees shall be made aware of this.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

   SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176(a) and 4696; WIC Section 1712.

e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

   SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

f. Encouraging and/or assisting prison incarcerated individuals to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison incarcerated individuals or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures

whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; Title 15, Sections 4681 and 4710; WIC Sections 1001.5 and 1152.

g. It is illegal to give or take letters from incarcerated individuals or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison incarcerated individuals or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

h. In an emergency situation, the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Sections 3383, 4002.5 and 4696.

i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison incarcerated individual or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174(b)(1) and 4696.

j. Interviews with SPECIFIC INCARCERATED INDIVIDUALs are not permitted. Conspiring with an incarcerated individual to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315(a)(3)(X), and 3177 and 4700(a)(1).

41. <u>Clothing Restrictions</u>

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is incarcerated individual attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

42. <u>Tobacco-Free Environment</u>

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of CDCR is prohibited.

43. Prison Rape Elimination Policy

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our incarcerated individuals, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR incarcerated individuals, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR incarcerated individuals and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with incarcerated individuals, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with incarcerated individuals.

Any contract employee who appears to have engaged in sexual misconduct of an incarcerated individual shall be prohibited from contact with incarcerated individuals and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

44. Security Regulations

a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.

c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.

d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.

e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.

g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.

h. No picketing is allowed on State property.

45. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish

positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

CDCR Policy

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Volunteer/Contractor Name (Printed)	Date Signed
Signature of Volunteer/Contractor	Current Assignment within Institution
Contact Telephone Number	Supervisor in Current Assignment

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
   ☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
   ☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.

3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
   ☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.

4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
   ☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date:_____

Facility/County Name:_____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Long Term Offender Reentry Recovery Program

WHEREAS, Provider, hereinafter referred to in this Exhibit as “Business Associate,” acknowledges that the CDCR, hereinafter referred to in this Exhibit as “Covered Entity,” has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.

1.2 “Individual” means the subject of protected health information (PHI) or, if deceased, his or her personal representative.

1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)

1.4 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.5 “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

1.6 “Required By Law” shall have the same meaning as “required by law” in 45 CFR §164.103.

1.7 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2
CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

(a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;

(b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;

(c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;

(d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;

(e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;

(f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.

(g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of

the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

(i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.

(k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.

(l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.

(m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.

(n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

(o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement,

as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

(a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.

(b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

(a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosures of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if

and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3
SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

(a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;

(b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;

(c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;,

(d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

(e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;

(f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4
EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

(a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.

(b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.

(c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.

(d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

4.4 Business Associate Obligations.

(a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.

(b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.

(c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate’s submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

(d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.

(e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.

(f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.

(g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.

(h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.

(i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.

(j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 <u>Confidential And Proprietary Information.</u>

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential

information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5
MISCELLANEOUS

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal
Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal
If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal
Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms

and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision

of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific “HIPAA” representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

[Click here and insert BUSINESS ASSOCIATE'S NAME]
[Click here and insert BUSINESS ASSOCIATE'S TITLE]
[Click here and insert BUSINESS ASSOCIATE'S ADDRESS]

Telephone:
[Click here and insert BUSINESS ASSOCIATE'S PHONE NUMBER WITH AREA CODE]
Facsimile:
[Click here and insert BUSINESS ASSOCIATE'S FAX NUMBER WITH AREA CODE]

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545

FOR OFFICIAL USE ONLY

AUTOMATED REENTRY MANAGEMENT SYSTEM (ARMS) DATA SHARING AGREEMENT

Between

THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

and

<Insert Provider Name>

<Insert Contract Number>
<Insert Contract Term>

<Insert Date>

FOR OFFICIAL USE ONLY

ARMS DATA SHARING SECURITY AGREEMENT

Agreement is made at Sacramento California on <Insert Date> by and between the California Department of Corrections (CDCR) and <Insert Provider Name> (**PROVIDER**) (Contract Number and Contract Term) to deliver Provider access to and use of the Automated Reentry Management System (ARMS) developed by CDCR.

This ARMS Data Sharing Agreement (DSA) is an attachment to an initial or existing agreement between CDCR and **PROVIDER** dated <Insert Contract Start Date>.

1.0 This ARMS DSA is entered into by and between the Administrators of the CDCR and Provider to establish the content, use, and protection of data described below (ARMS Data) needed by Provider to support the contracted service, whether such data is provided by CDCR or collected by Provider on behalf of CDCR.

2.0 The ARMS closes a significant gap in information for offenders treated with rehabilitation programming by contracted providers. While ARMS will accumulate significant data, the data will need to be shared with other stakeholders throughout the rehabilitation process to ensure the process of rehabilitation is effective. The concept of operations within ARMS includes security and protection for Personal Health Information (PHI) and Personally Identifiable Information (PII). The data in ARMS has been classified as Moderate according to Federal Information Processing Standard (FIPS) Publication 199 Standards for Security Categorization of Federal Information and Information Systems and the ARMS solution has been contracted to provide Federal Risk and Authorization Management Program (FedRAMP) standards for technical implementation to protect information maintained in the "Cloud."

3.0 In order to ensure the security of the ARMS Data the Provider agrees to permit CDCR or its authorized representatives to make online inspections at any time, or onsite inspections during regular business hours, for the purpose of conducting program and/or performance audits to ensure Provider is preserving the security of CDCR electronic data. CDCR is authorized to investigate reports of Provider misuse of electronic data. During such security audit or investigation, Provider shall comply with CDCR requests in providing access to its employees, together with records, books and correspondence, hardware and/or electronic files, and other documentation or media of every kind directly related to this ARMS DSA that are necessary for CDCR to carry out such security audit and investigation.

4.0 ARMS Data includes each of the types of information listed below. For purposes of this ARMS DSA the following definitions apply:

a. Public Information (PI) – information maintained by CDCR that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable state or federal laws (SAM §5320.5).
b. Confidential Information (CI) – information maintained by CDCR that is exempt from disclosure under the provisions of the California Public Records Act

(Government Code Sections 6250-6265) or other applicable state or federal laws (SAM §5320.5).

c. High Risk Confidential Information (HRCI) - Non-public information that if disclosed could result in a significant harm (including financial, legal, risk to life and safety or reputational damage) to the CDCR or individual(s) if compromised through alternation, corruption, loss, misuse, or unauthorized disclosure. Examples of HRCI include, but are not limited to, information such as the following:
    i. Personally identifiable information such as a person's name in conjunction with a person's social security, credit or debit card information, individual financial account, driver's license number, state ID number, or passport number, or a name in conjunction with biometric information;
    ii. Personal health information such as any information about health status, provisions of health care, or payment for health care information as protected under the Health Insurance Portability and Accountability Act (HIPAA) of 1996;
    iii. Correctional Offender Record Information as defined in California PC §§ 13100-13104;
    iv. All IT infrastructure information that would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of a public agency, including but not limited to firewall and router configurations, server names, IP addresses, and other system configurations;
    v. Any Document which contains information identifying any Confidential Informant, or information provided, as defined in CCR Title 15, Section 3321;
    vi. Any documentation of information which contains information or data within any Gang Data Base as defined in Department Operations Manual (DOM) Section(s) 52070.22 through 52070.24;
    vii. Records of investigations, intelligence information, or security procedures as specified in the PRA Section 6254(f).

d. Sensitive Information (SI) – information maintained by CDCR that requires a higher than normal assurance of accuracy and completeness. Thus the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of financial transactions and regulatory actions.

e. Protected Health Information (PHI) - is defined as any information, in any form, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that can be used to identify an individual.
    i. Alcohol and Drug Abuse Patient Records as defined in Code of Federal Regulations (CFR) Title 42, Part 2.

f. Personally Identifiable Information (PII) - any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number,

date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

g. Family Education Rights and Privacy Act (FERPA) - schools must have written permission from the parent or eligible student in order to release any information from a student's education record except where authorized under 34 CFR § 99.31.

h. Criminal Offender Record Information (CORI) - means records and data compiled by criminal justice agencies for purposes of identifying criminal offenders; and maintaining for each offender a summary of arrests, pretrial proceedings, nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release. Such information shall be restricted to that which is recorded as the result of an arrest, detention, or other initiation of criminal proceedings or of any consequent proceedings related thereto. It shall be understood to include, where appropriate, such items for each person arrested as the following:

   i. Personal identification.
   ii. The fact, date, and arrest charge; whether the individual was subsequently released and, if so, by what authority and upon what terms.
   iii. The fact, date, and results of any pretrial proceedings.
   iv. The fact, date, and results of any trial or proceeding, including any sentence or penalty.
   v. The fact, date, and results of any direct or collateral review of that trial or proceeding; the period and place of any confinement, including admission, release; and, where appropriate, readmission and rerelease dates.
   vi. The fact, date, and results of any release proceedings.
   vii. The fact, date, and authority of any act of pardon or clemency.
   viii. The fact and date of any formal termination to the criminal justice process as to that charge or conviction.
      a) The fact, date, and results of any proceeding revoking probation or parole.

   CORI shall not include intelligence, analytical, and investigative reports and files, nor statistical records and reports in which individuals are not identified and from which their identities are not ascertainable.

i. Authorized Persons – means (i) Authorized Employees; and (ii) Provider's contractors, agents, outsourcers, and auditors as disclosed as part of the initial contract Agreement with CDCR who have a need to know or otherwise access HRCI PII, PHI, FERPA, or CORI to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect HRCI, PII, PHI, FERPA, or CORI in accordance with the terms and conditions of this ARMS DSA.

j. Security Breach – means (i) any act or omission that materially compromises either the security, confidentiality or integrity of ARMS Data or the physical, technical, administrative or organizational safeguards put in place by Provider (or any Authorized Persons) that relate to the protection of the security, confidentiality or integrity of personal information, or (ii) receipt of a complaint in relation to the

privacy practices of Provider (or any Authorized Persons) or a breach or alleged breach of this Agreement relating to such privacy practices.

5.0. Period of Agreement

The period of this ARMS DSA shall be in effect for the time Provider is on contract to provide rehabilitation services with CDCR and making use of the CDCR ARMS Software as a Service (SaaS) solution, unless earlier terminated by 30-day written notice by either organization. The ARMS DSA is to be reviewed not less than every three years from the date of this ARMS DSA coordinated by the CDCR Information Security Officer (ISO). In the absence of this ARMS DSA, Provider may be prevented from retaining a contract for services.

6.0. Intended Use of ARMS Data

By this Agreement CDCR has appointed Provider as a licensed user organization of ARMS and ARMS Data. ARMS Data will be uploaded into ARMS from various CDCR systems for the purpose of ensuring contracted providers in ARMS have data necessary to make continuity of care decisions. Provider is granted permission for the use of the ARMS Data and is a caretaker or custodian of the ARMS data.

7.0. Constraints on Use of ARMS Data

All ARMS data to which CDCR provides access to Provider or which is collected by Provider on behalf of CDCR's employees is the property of CDCR, and shall not be sold, loaned, licensed, given, assigned, or in any way shared with third parties without the express prior written permission of the CDCR ISO. Data will be entered by Provider to the ARMS as well as by CDCR staff members from multiple divisions into the hosted application. The CDCR ARMS data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this agreement without the express prior written permission of the CDCR ISO. This duty extends to all authorized persons, agents, and employees of the Provider. This obligation survives the termination of this Agreement.

8.0. ARMS Data Security

Provider shall employ industry best practices, both technically and procedurally, to protect all ARMS Data from unauthorized physical and electronic access. Methods employed are subject to review and approval by CDCR at such times and with such frequency as CDCR deems necessary.

a. ARMS Data Elements

ARMS Data shared with Provider shall be limited to the data elements specifically defined and authorized by CDCR for use by Provider. Data collected within ARMS

includes data to meet application requirements. If Provider wishes to collect additional data within ARMS other than that directed through CDCR requirements, Provider must submit a request in writing to CDCR. Under no circumstances shall Provider collect any information classified as SI or CI without the express prior written approval of the CDCR ISO. Data to be shared or collected shall be strictly limited to the elements defined within the ARMS specifications, including interfacing or uploaded data files for use in ARMS.

b. ARMS Data Handling Requirements

ARMS Data handling requirements may vary depending on the classification of ARMS Data shared with Provider. However, it is anticipated that most ARMS Data shared with Provider will involve a mix of classes of ARMS Data including SI,CI, HRCI, PHI, PII, or CORI. Therefore, whenever ARMS Data elements are aggregated for collection, transmission, or storage, the aggregate ARMS Data shall be handled using the protocols that apply to the most sensitive ARMS Data element.

c. In the general course of business with CDCR rehabilitative programming, the Provider must handle and treat ARMS Data of all types in full compliance with the following provisions as a general standard of care:
    i. Provider acknowledges and agrees that in the course of its engagement may receive or have access to some or all of the types of confidential ARMS Data listed above. Provider shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such ARMS Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of ARMS Data under its control or in its possession by all Authorized Persons. Provider shall be responsible for, and remain liable to, CDCR for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the handling or treatment of ARMS Data as if they were Provider's own actions and omissions.
    ii. ARMS Data is deemed to be Confidential Information of CDCR and is not Confidential Information of Provider. In the event of a conflict or inconsistency between this Section and the ARMS DSA to which this ARMS DSA is added by this Attachment or Amendment, the terms and conditions set forth in this Section shall govern and control.
    iii. In recognition of the foregoing, Provider agrees and covenants that it shall:
        a) Keep and maintain all ARMS Data in strict confidence to avoid unauthorized access, use, or disclosure.
        b) Use and disclose ARMS Data solely and exclusively for the purposes for which the data, or access to it, is provided pursuant to the terms and conditions of this ARMS DSA, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available ARMS

Data for Provider's own purposes or for the benefit of anyone other than CDCR, in each case, without CDCR ISO prior written consent. Release of information including any data from ARMS to the media in any fashion that identifies client or CDCR individuals is prohibited. Aggregate summarization of data for programs may be shared if no individual information is disclosed. Examples include: types of programs offered, number of individuals in programs, length of programs, completion rate averages, etc.

c) Not, directly or indirectly, disclose ARMS Data to any person other than its Authorized Persons, including any, subcontractors, agents, lessees, licensees, outsourcers, or auditors (an "Unauthorized Third Party"), without the express prior written consent from the CDCR ISO unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Provider shall (i) notify CDCR before such disclosure or as soon as possible but not later than 48 hours; (ii) be responsible for and remain liable to CDCR for the actions and/or omissions of such Unauthorized Third Parties concerning the treatment of such ARMS Data as if they were the Provider's own actions and/or omissions; and (iii) require the Unauthorized Third Party that has access to ARMS Data to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of ARMS Data.

iv. Provider User Management

a) Provider agrees to submit each ARMS user for CDCR program review and approval in accordance with program contract terms and conditions. CDCR reserves the right to require Provider to remove any user which CDCR determines is unqualified to continue to have access to ARMS.

b) In the event that the employment of a Provider employee or sub-contract entity or person who utilizes an ARMS user account for the CDCR program, is terminated for cause, or whose employment is terminated or ended for any reason, Provider agrees that the Providers local Site Administrator will inactivate the ARMS user's account immediately.

c) Provider agrees to inform CDCR of any change in the status of an ARMS user, including those referenced this section within one (1) business day.

d) CDCR reserves the right to inspect Provider user status change records in accordance with Section 3 of this ARMS DSA.

v. Provider shall exercise care for ARMS Data that is brought into ARMS, but not entered by Provider. ARM S Data not entered by Provider will be released to Provider for one offender at a time if the following conditions are met to facilitate Provider's control and responsibility (Provider may

be required to perform these functions to facilitate their own continuity of care for clients managed in ARMS):

a) The offender has signed a release of information (ROI) and that ROI is loaded into ARMS and verified prior to granting access to data other than that input by the program.
b) The Provider is under contract with CDCR as a provider or as a subcontractor to Provider.
c) Referral information may go to any provider and will not include information that is not releasable to the public.
d) Providers can only view information on offenders that are referred to them for rehabilitation services and upon acceptance of that referral with the intent to enroll the offender.

vi. Providers must ensure that their staff members are authorized to perform in appropriate roles for the information they will be handling. This will include roles that have access to medical information that must have the need to know and require the data for performing their function. The Health Information Portability and Accountability Act (HIPAA) governs the use of medical data; however, mental health information is further controlled to DAPO clinicians (internal or contracted) for mental health specified programs within ARMS. The CFR 42, Part 2 governs the use of alcohol and drug abuse patient records. Education data for clients shall be managed in compliance with the Family Educational Rights and Privacy Act (FERPA).

vii. Providers are permitted to use the data provided to them online in ARMS for the purposes of delivering contracted services to referred clients only. Providers are also permitted to upload data to ARMS; however, whatever data is uploaded to ARMS must be treated as ARMS data for the purpose of any further sharing from ARMS.

viii. When typing, keying, or in any way entering data into ARMS in open text fields, there are mandatory restrictions to the data entered in these fields. Images and documents uploaded to ARMS also cannot have the data in this section included. Under no circumstances should the following data be entered into text fields or included in uploaded images or documents (this information must be part of annual training):

a) Any specific (named) gang affiliations.
b) Any information that could identify any victims of the clients.
c) Any information that could identify witnesses of events related to the clients.
d) Specific offenses for which clients were convicted.
e) Offender enemy information.
f) The CDCR program area data unit will audit text fields for inappropriate information pertinent to this clause.

ix. If providers elect to download data from ARMS for uploading to their systems, the following provisions must be in effect at all times:

a) The data must be protected (encrypted) at all times in storage or in transit.
b) The data may be uploaded to provider systems to allow their systems to support their business model, invoicing, and other appropriate purposes. Data is still the property of the State and must be protected in provider systems from further inspection or use under the same conditions as if it were in ARMS (HIPAA, FERPA, etc.).
c) CDCR data must not be further exchanged with any other system or entity electronically or manually unless specifically authorized in writing by the CDCR ISO.
d) CDCR reports of data must not be shared for other than business purposes in support of State funded program services each provider is under contract to provide.
e) Data download files or extracts from ARMS must be destroyed promptly once the data is uploaded to other systems.

x. Training will be made available by the CDCR program area data unit on conditions requiring release of information and data handling or sharing for any reason related to ARMS data. Providers must ensure each employee is trained in these conditions prior to using ARMS and on an annual basis and certify this training is complete within ARMS on an annual basis. Training will include:
a) Roles that are required by contracts to handle and protect specific types of data.
b) Conditions under which data can be seen by users.
c) Conditions under which data from ARMS can be extracted for external use and how that data must be handled and protected if extracted.
d) User responsibility to protect data in Provider environment.
e) Requirement to destroy all data extracts when no longer under contract with CDCR. Destruction includes elimination of the possibility to recreate the file from any non-application source. Paper files and data in protected systems can be maintained for contract required durations.
f) Methods to clear all CDCR data from enterprise systems in the event of a mandatory closure or if the Provider goes out of business.
g) Methods to ensure that no data shall be shared beyond Provider's own systems needed for activity invoicing. No exceptions are allowed.
h) Training to ensure that the Provider takes appropriate measures to ensure that all its agents, partners and subcontractors comply with all the provisions herein. PRA requests shall be referred to the CDCR contract point of contact and Title 15 for information that can be released to the public.

i) Training as to what information is prohibited for open text fields.

9.0. Network Security

a. Internet Access to ARMS

Connections to Provider computers utilizing the Internet, whether for client access or remote administration, must be protected at all times using any of the following industry standard cryptographic technologies: SSL/TLS, IPSec, SSH/SCP, PGP.

b. Data Storage

Regardless of the media employed (i.e., disk, tape, etc.), data must be stored at all times in an encrypted format. Encryption algorithms shall be AES-128 or better, or Triple-DES (3-DES). The use of other encryption algorithms for data storage must be approved in writing by CDCR ISO. Approval may be granted or withheld at CDCR's sole discretion. CDCR ISO reserves the right to inspect all storage systems during business hours to ensure the continued security of the ARMS Data.

10.0. Compliance with Applicable Laws and Regulations

Provider shall at all times comply with all applicable federal laws and regulations protecting the privacy of citizens including CFR 42, Part 2; the FERPA; and the HIPAA. Where applicable, Provider shall also comply with all provisions of the Financial Services Modernization Act (the "Gramm-Leach-Bliley Act").

11.0. Notification of Security Breaches

Provider agrees that in the event of any actual or suspected breach or compromise of the security, confidentiality or integrity of computerized data where ARMS Data of a CDCR employee, inmate, parolee, or ward was or is suspected to have been, acquired and/or accessed by an unauthorized person, Provider shall notify CDCR of the actual or suspected breach of the security system containing such data as soon as possible or at a minimum within 24 hours, comply with all notification actions, and/or assist CDCR with all notification actions required by State policy and the law.

CDCR contact for such notification is:

Ken Kojima
Agency Information Security Officer
Enterprise Information Services
California Department of Corrections and Rehabilitation
(916) 490-4332
Ken.Kojima@cdcr.ca.gov

Provider contact for such notification is:

<Insert Provider Contact Name>
<Insert Provider Contact Title>
<Insert Provider Contact Phone Number>
<Insert Provider Contact Email>

12.0. Indemnification

Provider shall defend, indemnify, release, and hold CDCR harmless from and against all claims, demands, costs, damages, losses, and expenses arising out of or incidental to this ARMS DSA regardless of the negligence or fault of CDCR or any other entity or person, except in the event such loss due to the sole negligence or willful misconduct of CDCR.

13.0. Amendments, Attachments, Alterations, and Subcontracts Regarding This ARMS DSA

CDCR and Provider may only amend this ARMS DSA by mutual written consent.

a. Subcontract Flow Down Agreement

   All subcontracts entered into by Provider to delegate the performance of portions of this Agreement shall contain a provision by which the subcontractor to the Provider agrees to be bound to the Provider to perform its work in the same manner and under the same conditions as the Provider is bound to CDCR under this agreement.

14.0. Termination for Convenience or Cause

CDCR reserves the right to terminate this agreement for its convenience upon 30 days written notice. CDCR may terminate this Agreement for cause for the failure of Provider to cure a breach within the time stated in a notice thereof. Such termination may be without further notice. In the event CDCR terminates this Agreement, or Provider ceases operation, Provider shall return to CDCR ISO all ARMS Data collected in the course of providing the application service. Provider shall certify in writing within five business days that all copies of the ARMS Data stored on Provider servers, backup servers, backup media, or other media have been permanently erased or destroyed. Destruction includes elimination of the possibility to recreate the file from any non-application source. Paper files of business services to CDCR clients and data in protected systems can only be maintained for contract required durations.

a. "permanently erased" means the ARMS Data have been completely overwritten and are unrecoverable. File deletions or media high level formatting operations do not constitute a permanent erasure.

15.0. Suspension for Convenience

CDCR reserves the right to suspend the performance of this Agreement at the Department's sole discretion for such times and durations as CDCR deems necessary, upon five (5) days written notice to Provider.

16.0. Signatory Authority

By the signatures of their duly authorized representative below, CDCR and Provider, intending to be legally bound, agree to all of the provisions of this Data Sharing Agreement.

CDCR

_____ _____
AMY CASIAS Date
Deputy Director
Program Support
Division of Rehabilitative Programs

_____ _____
KEN KOJIMA Date
Agency Information Security Officer
Enterprise Information Services

NOTE: In the event a Provider has signed the DSA, but before CDCR has signed, and there has been a change in CDCR officers, CDCR shall attach an updated signature page so the current officers can sign.

CONTRACTED PROVIDER <Insert Provider Name>

_____ _____
Name Title Date

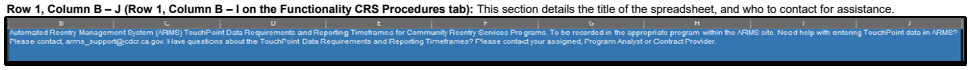
County	Gender	**Minimum Daily Capacity	***Maximum Funding Threshold FY 25/26	***Maximum Funding Threshold FY 26/27	***Maximum Funding Threshold FY 27/28	OPTIONAL YEAR 1 FY 28/29*****	OPTIONAL YEAR 2 FY 29/30*****	****Fiscal Year Totals
San Francisco	Female	12	$ 454,752.00	$ 463,847.00	$ 473,124.00	$ 482,586.00	$ 492,238.00	**$ 2,366,547.00**
		Total:	**$ 454,752.00**	**$ 463,847.00**	**$ 473,124.00**	**$ 482,586.00**	**$ 492,238.00**	**$ 2,366,547.00**

** Bids shall be based upon the Minimum Daily Capacity indicated in the chart above. Bids less than or exceeding the Minimum Daily Capacity will be disqualified from the bid process.
*** Proposals exceeding the Maximum Funding Threshold allotted for each fiscal year, as listed in the chart above, will be disqualified from the Bid process.
**** Proposals exceeding the Fiscal Year Totals for all fiscal years combined, as listed in the chart above, will be disqualified from the Bid process.
***** If it is determined to be in the best interest of the State, upon agreement between CDCR and the Contractor, the State may extend this Agreement through an amendment for up to two (2) optional one (1) year terms. The services for the extended period shall be provided at the rates specified in Exhibit B-1, Daily Bed Per Diem Rate Sheet submitted with the proposal.
CDCR does not guarantee use of all available beds.

Workbook Key

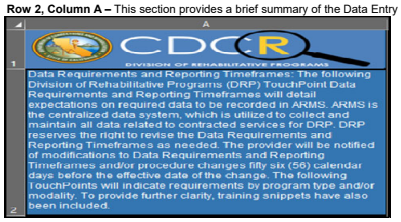
TouchPoints and Functionality CRS Procedures tab (screen shots are from the TouchPoints tab to provide and appearance example):

Row 1, Column B – J (Row 1, Column B – I on the Functionality CRS Procedures tab): This section details the title of the spreadsheet, and who to contact for assistance.

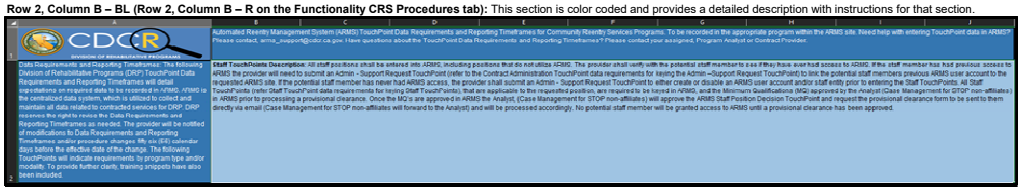


Row 1, Column K – R (Row 1, Column J – P on the Functionality CRS Procedures tab): This section provides the definition for a TouchPoint/Funtionality.

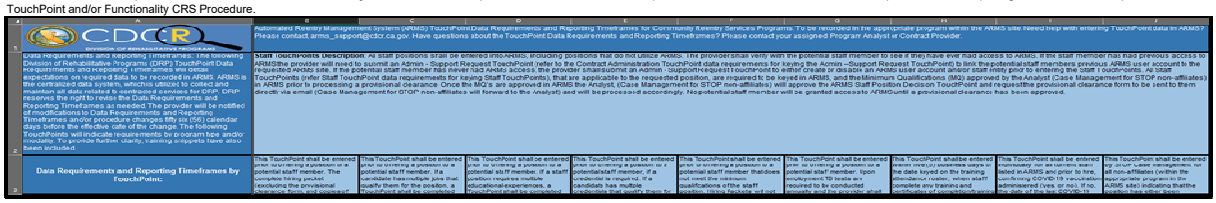
Row 2, Column A – This section provides a brief summary of the Data Entry Requirements and Reporting Timeframes from all of the various Community and Reentry Service Contracts.



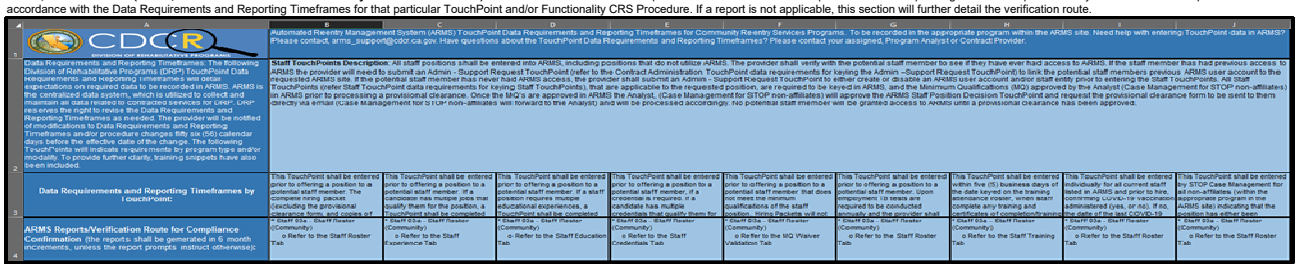
Row 2, Column B – BL (Row 2, Column B – R on the Functionality CRS Procedures tab): This section is color coded and provides a detailed description with instructions for that section.



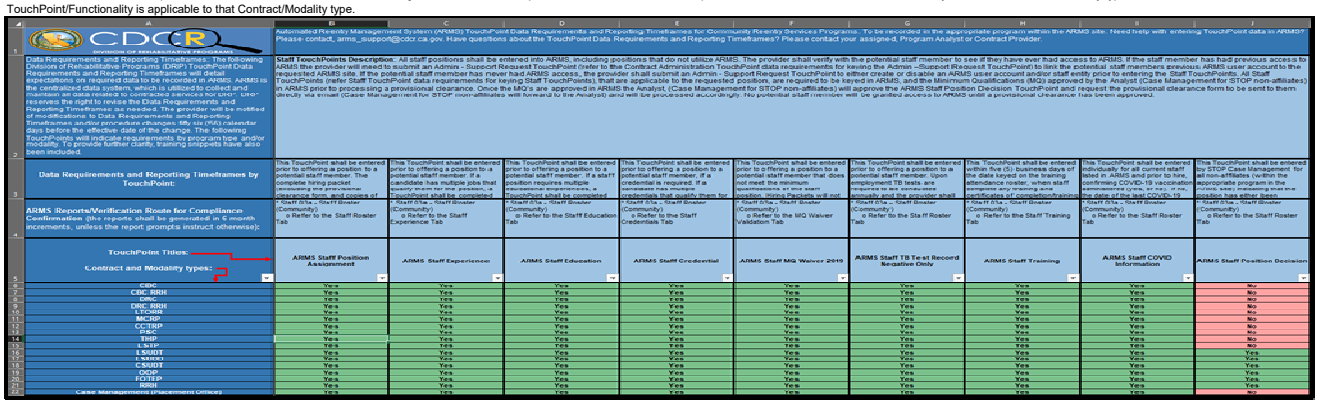
Row 3, Column B – BL (Row 3, Column B – R on the Functionality CRS Procedures tab): This section is color coded and provides detailed instructions for the Data Requirements and Reporting Timeframes for that particular TouchPoint and/or Functionality CRS Procedure.



Row 4, Column B – BL (Row 4, Column B – R on the Functionality CRS Procedures tab): This section is color coded and provides the title of the ARMS report and the corresponding tab on the report for analysis to determine compliance in accordance with the Data Requirements and Reporting Timeframes for that particular TouchPoint and/or Functionality CRS Procedure. If a report is not applicable, this section will further detail the verification route.



Row 5 – 22, Column B – BL (Row 5 - 22, Column B – R on the Functionality CRS Procedures tab): This section is color coded and provided the title of the TouchPoint/Functionality, a list of the Contract/Modality types, and whether the TouchPoint/Functionality is applicable to that Contract/Modality type.



***** Please note that in order for CRS to fit all requirements in one Excel Workbook all cells have been formated with wrap around text. Please ensure you select the cell in question and utilize the formula bar to view all detail in that cell. The tabs are password protected (only CRS Admin Support shall be permitted to make changes) for data intergrity purposes, but rules have been applied to allow for copy/paste (unable to copy from formula bar, and must be copied directly from the cell (ensure to only click your mouse once and not twice when attempting to copy cells in this spreadsheet)), cell selection, column format, row format, cell format, and filter for your convenience.**

CDCR DIVISION OF REHABILITATIVE PROGRAMS

Automated Reentry Management System (ARMS) TouchPoint Data Requirements and Reporting Timeframes for Community Reentry Services Programs. To be recorded in the appropriate program within the ARMS site. Need help with entering TouchPoint data in ARMS? Please contact, arms_supp[illegible] Have questions about the TouchPoint Data Requirements and Reporting Timeframes? Please contact your assigned, Program Analyst or Contract Provider.

Data Requirements and Reporting Timeframes: The following Division [illegible] Rehabilitative Programs (DRP) TouchPoint Data Requirements and Reporting Timeframes will detail expectations on required data to be recorded in ARMS. ARMS is the centralized data system, which is utiliz[illegible] to collect and maintain all data related to contracted services for DRP. [illegible] reserves the right to revise the Data Requirements and Reporting Timeframes as needed. The provider will be notified of modifications to Data Requirements and Reporting Timeframes and/or procedure changes fifty six (56) calendar days before the effective date of the change. The following TouchPoints will indicate requirements by program type and/or modality. To provide further clarity, training snippets have also been included.

Staff TouchPoints Description: All staff positions shall be entered into ARMS, including positions that do not utilize ARMS. The provider shall verify with the potential staff member to see if they have ever had access to ARMS. If the staff member has had previous access to ARMS the provider will need [illegible] Admin - Support Request TouchPoint (refer to the Contract Administration TouchPoint data requirements for keying the Admin –Support Request TouchPoint) to link the potential staff members previous ARMS user account to the requested ARMS site. If the potential staff member has never had ARM[illegible] shall submit an Admin - Support Request TouchPoint to either create or disable an ARMS user account and/or staff entity prior to entering the Staff TouchPoints. All Staff TouchPoints (refer Staff TouchPoint data requirements for keying Staff TouchPoints), that are applicable to the requested position [illegible] keyed in ARMS, and the Minimum Qualifications (MQ) approved by the Analyst (Case Management for STOP non-affiliates) in ARMS prior to processing a provisional clearance. Once the MQ's are approved in ARMS the Analyst, (Case Management for STOP non-affiliates) will approve the ARMS S[illegible] Decision TouchPoint and request the provisional clearance form to be sent to them directly via email (Case Management for STOP non-affiliates will forward to the Analyst) and will be processed accordingly. No potential staff member will be granted access to ARMS until a provisional clearance has been approved.

Reception TouchPoints Descri[illegible] [illegible] ARMS Reception Program as of [illegible] Program 754 ARMS Reception [illegible] while enrolled in the AR[illegible]

Data Requirements and Reporting Timeframes by TouchPoint:	This TouchPoint shall be entered prior to offering a position to a potential staff member. The complete hiring packet (excluding the provisional clearance form, a	This TouchPoint shall be entered prior to offering a position to a potential staff member. If a candidate has multiple jobs that qualify them for the position, a	This TouchPoint shall be entered prior to offering a position to a potential staff member. If a staff position requires multiple educational experiences, a	This TouchPoint shall be entered prior to offering a position to a potential staff member, if a credential is required. If a candidate has multiple credentials	This TouchPoint shall be entered prior to offering a position to a potential staff member that does not meet the minimum qualifications of the staff position	This TouchPoint shall be entered prior to offering a position to a potential staff member. Upon employment TB tests are required to be conducted annually and the	This TouchPoint shall be entered within five (5) business days of the date keyed on the training attendance roster, when staff complete any training and	This TouchPoint shall be entered individually for all current staff listed in ARMS and prior to hire, confirming COVID-19 vaccination administered (yes, or no). If no, the	This TouchPoint shall be entered by STOP Case Management for all non-affiliates (within the appropriate program in the ARMS site) indicating that the position	This TouchPoint shall be entered within the same day that the participant is enrolled in the Reception Program. A copy of the 1502 form from DAPO shall be
ARMS Reports/Verification Route for Compliance Confirmation (the reports shall be generated in 6 month increments, unless the report prompts instruct otherwise) :	* Staff 03a - Staff Roster (Community) o Refer to the Staff Roster Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Experience Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Education Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Credentials Tab	* Staff 03a - Staff Roster (Community) o Refer to the MQ Waiver Validation Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Roster Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Training Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Roster Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Roster Tab	* Enrollment 07 - Reception Processing o Refer to the Details Tab
TouchPoint Titles: / **Contract and Modality types:**	**ARMS Staff Position Assignment**	**ARMS Staff Experience**	**ARMS Staff Education**	**ARMS Staff Credential**	**ARMS Staff MQ Waiver 2019**	**ARMS Staff TB Test Record Negative Only**	**ARMS Staff Training**	**ARMS Staff COVID Informatio[illegible]**	**ARMS Staff Position Decision**	**ARMS Referral Verification Form**
CBC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
CBC RRH	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
DRC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
DRC RRH	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
LTORR	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
MCRP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
CCTRP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
YCC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
VTC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
LSUDT	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
LSUDD	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
CSUDT	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
OOP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
FOTEP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
RRH	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Case Management (Placement Office)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes

Approved Copy 2/15/2024

The TouchPoints listed within the Data Requirements and Reporting Timeframes have been signed and approved by Community Reentry Services.

Signature: Glen Wilkins Date: 2/15/24

Glen Wilkins, SSM1
Community Reentry Services
CDCR

oint is a form for collecting data in ARMS software. TouchPoints capture data details for a variety of reasons. For example: a TouchPoint can be created to record case notes, action plans and progress, attendance, pre and post exa
s are highly customizable and data collected is reportable. Providers are expected to ensure data is input into ARMS per the implemented Data Requirements and Reporting Timeframes as detailed ir

pt All DRP Community Providers will be required to process Division of Adult Parole Operations (DAPO) referrals through the use of the July 1, 2019. DAPO Referrals will be routed to the Contractor using the 1502 form or as a direct placement from the Communit Program is only a virtual holding area for Parolees while their referral is being processed by the Contractor; services may not b :MS Reception Progra				**Programming TouchPoints Description** All DRP Community Providers will be required to enter all Programming TouchPoints affiliated with their program. All TouchPoints within this category shall be entered within the Services program and/or the appropriate modality in ARMS.							
This TouchPoint shall be entered in Reception, within the same day that the participant is enrolled in the Reception Program, if the 15 received from DAPO indicates	If it is determined that the participant will be placed on the waitlist, this TouchPoint shall be entered within five (5) business days of participant enrollment. A	This TouchPoint shall be entered within five (5) business days upo determination that the participan will be referred to external servic outside of the DRP network and	This TouchPoint shall be entered prior to advancement to services and/or modality.	This TouchPoint shall be entered and a signed copy shall be uploaded within five (5) business days of admission to the progran	This TouchPoint shall be entered twice during a participant episod upon entry and exit of the progra Within five (5) business days of admission to the program, the	This TouchPoint shall be entered within five (5) business days of determination that the participan will be referred to the following external services outside the DR	This TouchPoint shall be entered in Case Management, within the same day that the participant's placement assessment indicates that the participant is in need of	This TouchPoint shall be entered within five (5) business days of admission to the program or withi five (5) business days of participant's receipt of education	This TouchPoint shall be entered within five (5) business days of admission to the program for on the following reasons:	This TouchPoint shall be entered within five (5) business days of notification of a participant's residence outside of the program A new TouchPoint shall be	A TouchPoint shall be entered for each benefit type, within five (5) business days of admission to the program, identifying income ben eligibility. If the status is pending
*TBD	* Enrollment 06 - Community Wa List o Refer to the Participant Summary Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 18a - Participant Summary Report (Compliance) o Refer to the All Tabs	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Invoicing 01a - Monthly Activity Invoice Reconciliation o Refer to the RHWH tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 14 - Employment Monthl Report o Refer to the All Employment Records Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab
ARMS Participant Funding Indicator	**ARMS Wait List**	**ARMS External Referral**	**ARMS Participant Profile**	**ARMS Orientation TouchPoint**	**ARMS Participant Summary**	**ARMS External Referral**	**ARMS Participant Funding Indicator**	**ARMS Education Achievement**	**ARMS Employment (Community)**	**ARMS Address Information**	**ARMS Income Benefits Application**
No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No	No	No	No	No
No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No	No	No	No	No
No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
No	No	No	No	Yes	No	No	No	No	Yes	No	No
No	No	No	No	Yes	No	No	No	No	Yes	No	No
No	Yes	No	No	Yes	No	No	No	Yes	No	No	No
No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
No	No	No	No	Yes	No	Yes	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No	No	No
No	No	No	No	Yes	No	Yes	No	No	No	No	No
No	No	No	No	Yes	No	Yes	No	No	No	No	No
No	No	No	No	Yes	No	Yes	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes

This TouchPoint shall be entered on the day the participant is issued a daily or monthly pass/token for public transportation.	This TouchPoint shall be entered within five (5) business days of admission to the program or within five (5) business days of participant's receipt of each form	This TouchPoint shall be entered and a signed copy shall be uploaded within fifteen (15) business days of admission to the program.	This TouchPoint shall be entered and a signed copy shall be uploaded within thirty (30) calendar days of admission to the program. Depending on your contract, your	This TouchPoint, including **Objectives** and **Tasks** shall be entered within thirty (30) calendar days of admission to the program. The provider shall ensure to select	This TouchPoint shall be entered every thirty (30) calendar days after entry of the initial ARMS Action Plan (Depending on your contract your Related Action Plan selected	This TouchPoint shall be entered weekly upon admission to the program. If a One-on-One Counseling Session or an Action Plan Review (CMP, ITP, IRP,	This TouchPoint shall be entered once every two weeks upon admission to the program. If an Action Plan Review (CMP, ITP, IRP, and etc.) is conducted during	This TouchPoint shall be entered when billing for an individual counseling session. When billing for an individual counseling session the check box "is this a	This TouchPoint shall be entered once daily for each participant that is enrolled at the facility (this shall include excused and non-excused absences as well). For example:	This TouchPoint shall be entered once daily for each participant that is scheduled to be present at the facility (this shall include excused and non-excused absences as	This TouchPoint shall be recorded by ARMS Class for each participant that is scheduled to attend class (this shall include excused and non-excused
* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 01 - Action Pans o Refer to the Activity 1 Tab	* Client 01 - Action Pans o Refer to the Activity 1 Tab	* Client 10 - Case Reviews and Case Notes o Refer to the Case Plan Reviews Tab	* Client 10 - Case Reviews and Case Notes o Refer to the Case Notes - Standard Tab o Refer to the Case Plan	* Client 10 - Case Reviews and Case Notes o Refer to the Case Notes - Standard Tab	* Invoicing 01a - Monthly Activity Invoice Reconciliation o Refer to the Case Notes Validation Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab
ARMS Bus Pass Token Disbursement	**ARMS Legal Forms of Identification**	**ARMS Assessment Upload**	**ARMS Action Plan**	**ARMS Action Plan Action Plan Goal/Objectives/Tasks**	**ARMS Action Plan Monthly Review**	**ARMS Case Note Standard: Weekly Progress Note**	**ARMS Case Note Standard One on-One Counseling Session**	**ARMS Case Note Standard One on-One Counseling Session Billable**	**ARMS Daily or Nightly Attendance Form: Residential/Live in Facilities**	**ARMS Daily or Nightly Attendance Form Outpatient Facilities**	**ARMS Session Attendance Community Residential/ Live in Facilities**
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No
Yes	No	No	No	No	No	No	No	No	Yes	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No
Yes	No	No	No	No	No	No	No	No	Yes	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
Yes	Yes	No	Yes	Yes	Yes	Yes	No	No	Yes	No	Yes
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
Yes	No	No	No	No	No	No	No	No	Yes	No	No
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
Yes	No	No	No	No	No	No	No	No	Yes	No	No
Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No	No

This TouchPoint shall be recorded by participant for each individual that is scheduled to attend class (this shall include excused and non-excused absences as well).	This TouchPoint shall be entered within five (5) business days of AOR approval for each participant that is out on a pass for more than six (6) hours. All passes that are	This TouchPoint shall be entered for each Participant within forty-five (45) calendar days prior to the end of the initial one hundred eighty (180) calendar day	This TouchPoint shall be entered immediately for all major incidents and within twenty-four (24) hours for all notable incidents. A copy of the signed 2284 shall be uploaded	This TouchPoint shall be entered for each individual participant that receives a positive test result verified through an instant test instrument, on the date that the	One TouchPoint shall be entered for all participants that receive a negative test result verified through an instant test instrument, on the date that the test was	This TouchPoint shall be entered within the Drug Test Results Dashboard through the Lab Confirmation TouchPoint for each individual participant that receives	This TouchPoint shall be entered for all participants and the following documents shall be uploaded within twenty four (24) hours of participant's signature:	This TouchPoint shall be entered within seven (7) calendar days for every restitution payment made by a participant.	This TouchPoint shall be entered within five (5) business days of receipt for each income item received, showing that 75% was withheld from the total net income	This TouchPoint shall be entered for all participants within five (5) business days of admission to the program to determine all Non-Cash Benefits. A TouchPoint shall be	This TouchPoint shall be entered individually within five (5) business days of receipt for each supportive service or motivational incentive received for all
* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Enrollment 04 - Community Extension Requests o Refer to the Extension Requests - New Tab	* Client 11 - Incident Reports o Refer to the Participant Incident Reports Tab	* Client 05 - Drug Tests o Refer to the Drug Test Validation Tab	* Client 05 - Drug Tests o Refer to the Drug Test Validation Tab	* Client 05 - Drug Tests o Refer to the Drug Test Validation Tab	* Client 15 - TouchPoint Flat File	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab
ARMS Session Attendance Community/Outpatient Facilities	**ARMS Community Pass (Agent Approval)**	**ARMS Extension Request (Community)**	**ARMS Community Incident Report (2284)**	**ARMS Drug Test Results: Positive Drug Test**	**ARMS Drug Test Results: Negative Drug Test**	**Lab Confirmation**	**ARMS Legal Documents Signed Admissions Agreement**	**ARMS Financial Commitment**	**ARMS Income Received**	**ARMS Non-Cash Benefits**	**ARMS Supportive Services/Motivational Incentives**
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes
No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
No	No	No	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes
No	Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes
No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
No	No	No	No	No	No	No	Yes	No	No	Yes	No

						STOP Transportation Site TouchPoints Description: All participants shall be enrolled into the STOP Transportation Site by the receiving STOP within five (5) business days (excluding holidays) of the transportation notification from CDCR.		**General TouchPoints Description:** All DRP Community Providers will be required to enter all General TouchPoints affiliated with their p			
This touchpoint shall be entered within five (5) business days for participants, upon admission to program. If the Agent of Record changes this TouchPoint will be	This TouchPoint shall be entered within five (5) business days of th CBP's request for a participant to be referred to a different service and/or modality, due to the	Each STOP Internal (CBP) Transportation TouchPoint shall entered into ARMS within ten (10 business days of the date the transportation occurred. A	A TouchPoint shall be keyed ea time the participant is placed into one of the following Phases: * Phase 1 – Orientation Phase	This TouchPoint shall be keyed, within five (5) business days of participants admission to the program indicating Medi-Cal Application Submission status fo	This TouchPoint shall be keyed, within five (5) business days of participants admission to the program, indicating the participant's health insurance	All plans created by the receiving STOP region must be input into the ARMS Transportation site, to include; all notification(s) made to all other STOP providers with	Each STOP Transportation Plan Segment shall be entered into ARMS within ten (10) business days of the transportation segment request notification. If the transport	This TouchPoint shall be entered within thirty (30) calendar days o award, annually (beginning July every Fiscal Year) and as expires thereafter to reflect the following	This TouchPoint shall be entered by Case Management (STOP) a all Direct Contract Providers for non-STOP within the appropriate program in the ARMS site (e.g.	This TouchPoint shall be entered by the CDCR Program Analyst within the appropriate program in the ARMS site (e.g. RRH, LRT, DTX, Case Management, FOTE	This TouchPoint shall be entered immediately (when it is safe to do so) for all non – participant majo incidents (select general under subject type), and within twenty-
* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 17 - Program Phase Assignment o Refer to the Phase Progressio tab	* Client 17 - Program Phase Assignment o Refer to the Phase Progressio Tab and the DHCS Data (Active Tab	* Client 17 - Program Phase Assignment o Refer to the Phase Progressio Tab and the DHCS Data (Active Tab	* STOP 02 - Transportation Plan (CBP) o Refer to the Plan Status Tab	* STOP 02 - Transportation Plan (CBP) o Refer to the Plan Segments Tab	* Contract 07 - Facility Documentation	* Contract 07 - Facility Documentation	* Contract 07 - Facility Documentation	* Client 11 - Incident Reports o Refer to the Program Incident Reports Tab
ARMS Agent of Record	**STOP Referral Request Form**	**STOP Internal (CBP) Transportation**	**ARMS Program Phase Assignment**	**ARMS Medi-Cal Application TouchPoint**	**ARMS Health Insurance Status TouchPoint**	**STOP Transportation Plan**	**STOP Transportation Plan Segment**	**ARMS Program Facility Documentation**	**Contractor Approval TouchPo**	**Analyst Approval TouchPoint**	**ARMS Community Incident Report (2284)**
Yes	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes
Yes	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes
Yes	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes
No	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
No	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes
Yes	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes
No	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	Yes
No	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	Yes
No	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	Yes
No	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	Yes
No	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	Yes
No	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	Yes
Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes

rogram. All TouchPoints within this category shall be entered within the Services program and/or the appropriate mod				**Contract Administration TouchPoints Description:** All DRP Community Providers will be required to enter all Contract Administration TouchPoints affiliated with their program. All TouchPoints within this category shall be entered within the Contract Administration program and/or the appropriate modality in ARMS.	
This TouchPoint shall be entere individually within five (5) business days of notification for the following contact roles for ea facility:	This TouchPoint is used to captu the modality of a program as defined in rehabilitative contracts and the associated rates for modality services. The TouchPo	This TouchPoint shall be entere by Case Management (STOP) a Services (DRC and CBC) within the appropriate program in the ARMS site (e.g. RRH, LRT, DTX	This TouchPoint shall be entere by the CDCR Program Analyst within the appropriate program i the ARMS site (e.g. RRH, LRT, DTX, etc.) and shall be keyed	This TouchPoint shall be keyed individually for each participant when requesting for the following ARMS support items and a new TouchPoint shall be keyed per	
* Contract 06 - Program Contact	Invoicing 03 - Rate Approvals	Invoicing 03 - Rate Approvals	Invoicing 03 - Rate Approvals	* Client 15 - TouchPoint Flat File	
ARMS Program Contact Form	**ARMS Modality and Rates TouchPoint**	**Contractor Approval TouchPo**	**ntAnalyst Approval TouchPoint**	**Admin - Support Request**	
Yes	**No**	**No**	**No**	**Yes**	
Yes	**Yes**	**Yes**	**Yes**	**No**	
Yes	**No**	**No**	**No**	**Yes**	
Yes	**Yes**	**Yes**	**Yes**	**No**	
Yes	**No**	**No**	**No**	**Yes**	
Yes	**No**	**No**	**No**	**Yes**	
Yes	**No**	**No**	**No**	**Yes**	
Yes	**No**	**No**	**No**	**Yes**	
Yes	**No**	**No**	**No**	**Yes**	
Yes	**Yes**	**Yes**	**Yes**	**No**	
Yes	**Yes**	**Yes**	**Yes**	**No**	
Yes	**Yes**	**Yes**	**Yes**	**No**	
Yes	**Yes**	**Yes**	**Yes**	**No**	
Yes	**Yes**	**Yes**	**Yes**	**No**	
Yes	**Yes**	**Yes**	**Yes**	**No**	
Yes	**No**	**No**	**No**	**Yes**	

CDCR DIVISION OF REHABILITATIVE PROGRAMS	Automated Reentry Management System (ARMS) Functionality Data Requirements and Reporting Timeframes for Community Reentry Services Programs To be recorded in the appropriate program within the ARMS site. Need help with entering Functionality data in ARMS? Please Contact: arms_support@cdcr. ca.gov. Have questions about the Functionality Data Requirements and Reporting Timeframes? Please contact your assigned Program Analyst or Contract Provider.								Community Reentry Services has defined Functionality as required program related data that is not entered as a TouchPoint, i.e., enrollments, dismissals, caseloads, etc. Providers are expected to ensure data is input into ARMS per the implemented Data Requirements and Reporting Timeframes as detailed in this spreadsheet.								
Data Requirements and Reporting Timeframes: The following Division of Rehabilitative Programs (DRP) Data Requirements and Reporting Timeframes will detail expectations on required data to be recorded in ARMS. ARMS is the centralized data system which is utilized to collect and maintain all data related to contracted services for DRP. DRP reserves the right to revise the data entry protocol as needed. The provider will be notified of modifications to Data Requirements and Reporting Timeframes and/or procedure changes fifty-six (56) calendar days before the effective date of the change. The following Functionality will indicate requirements by program type and/or modality. To provide further clarity, training snippets have also been included.	**Reception:** The ARMS Reception Program is a virtual holding area for participants while their referral is being processed by the Contractor; services may not be tracked or provided while enrolled in the ARMS Reception Program.			**Modalities/Services:** All DRP Community Providers will be required to enter all programming Functionality affiliated with their program. All Functionality within this category shall be entered within the Services program and/or the appropriate modality in ARMS.													
Data Requirements and Reporting Timeframes by Functionality (Includes some CRS procedures for implementation needed by ARMS Support in ARMS):	All participants shall be enrolled within five (5) business days of the date referral was received, excluding holidays. All sections of the Functionality are required to be completed.	All participants shall be referred to the appropriate modality(s) and/or services within five (5) business days of placement verification. The referral date shall indicate the date the action takes place. All sections	All participants shall be exited within twenty four (24) hours when one or more of the following conditions have been met: * The participant is referred to	Providers shall not accept referrals in ARMS until the date the participant arrives at the facility, and shall ensure the date of acceptance on the referral reflects the date of arrival. All Reentry and Recovery	The ARMS ROI shall be entered for all participants within five (5) business days upon participants admission to the program and a signed copy shall be uploaded within the ROI functionality. All	Providers shall not enroll participants in ARMS until the date the participant arrives at the facility, and shall ensure the date of enrollment reflects the date of arrival. All sections of the	Once a provider has determined a participant's caseload assignment, they will have twenty four (24) hours to assign the caseload in ARMS. All sections of the Functionality are required to be completed.	All residential programs that are contractually required to offer groups and/or classes shall utilize the ARMS Class functionality and simply just add and remove participants as they enter or exit the	When creating a class or entering session attendance and the appropriate instructor does not appear within the dropdown menu, the provider shall contact ARMS_Support@cdcr.ca.gov in	An entity is best described as a subject (typically third party) that somehow impacts participants (e.g., employers, education institutions, or other community based organizations). For example, if a	The ARMS Invoicing 01a - Monthly Activity Invoice Reconciliation (Invoicing 01b -MCRP Monthly Activity Invoice Reconciliation for MCRP) shall be generated weekly for the preceding Sunday through	The ARMS Invoicing 01a - Monthly Activity Invoice Reconciliation shall be generated weekly for the preceding Sunday through Saturday for data entry verification and reconciling any issues prior to	The ARMS Invoicing 01a - Monthly Activity Invoice Reconciliation Report shall be generated weekly for the preceding Sunday through Saturday for data entry verification and reconciling any issues prior to	When adding and/or removing curriculum in ARMS, all providers shall complete and follow the instructions as outlined on the Curriculum Change Request Form. Once complete, the provider shall	When requesting to add and/or remove Assessments from the Assessment drop down within the ARMS Assessment Upload TouchPoint, all providers shall submit the request to their assigned	The CRS unit uses modality rate sheets to update community reentry provider information in ARMS. Modality rate sheets are collected on an annual basis for existing locations but are also received	All participants shall be exited within twenty four (24) hours of determination of dismissal. All sections of the Functionality are required to be completed.
ARMS Reports/Verification Route for Compliance Confirmation (the reports shall be generated in 6 month increments, unless the report prompts instruct otherwise):	* Enrollment 07 - Reception Processing o Refer to the Details Tab	* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab	* Enrollment 07 - Reception Processing o Refer to the Details Tab	* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab	* Verify through the participants dashboard that an active ROI is in ARMS.	* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab	* Client 02 - Caseloads o Refer to the Caseloads tab	* Attendance 01b - Sessions Recorded (Community) o Refer to the Session Details tab	* Confirm with ARMS Support	* Confirm with ARMS Support	* Confirm with invoice (are invoices submitted on time, are there any issues?) * For STOP, are there issues with inaccurate data on the Invoicing 01a, not at fault of the ARMS	* Confirm with invoice (are invoices submitted on time, are there any issues?) * For STOP, are there issues with inaccurate data on the Invoicing 01a, not at fault of the ARMS	* Confirm with invoice (are invoices submitted on time, are there any issues?) * For STOP, are there issues with inaccurate data on the Invoicing 01a, not at fault of the ARMS	* Confirm with CRS Admin Support Unit (are there any reported issues on how the provider submits their curriculum)? * Verify with the provider that all curriculum that has not been in use	* Confirm with CRS Admin Support Unit (are there any reported issues on how the provider submits their assessments)?	* Confirm with CRS Admin Support Unit (are there any reported issues on how the provider submits their Rate Sheets)?	* Enrollment 01a - Participant Enrollment Summary o Refer to the Detail Information tab
Functionality Titles: → **Contract and Modality types:** ↓	**Enrollments**	**Program Referral**	**Exits**	**View Pending Referrals**	**ARMS ROI**	**Enrollments**	**Assigning Caseloads**	**Creating ARMS Class**	**Adding Instructors**	**Adding/ Removing Entities**	**ARMS Invoice Procedures: Residential/Live in Facilities**	**ARMS Invoice Procedures: STOP Outpatient Facilities**	**ARMS Invoice Procedures: DRC Outpatient Service Facilities (DRC Per Diem Contracts Only)**	**Adding/ Removing Curriculum**	**Adding/ Removing Assessments**	**Provider Modality Rate Sheet (Known as Direct Contract Directory Information Sheet for Direct Contracts)**	**Exits**
CBC	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	No	No	No	Yes	Yes	Yes	Yes
CBC RRH	No	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No	No	No	Yes	Yes
DRC	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	No	No	Yes (Monterey; Imperial ONLY)	Yes	Yes	Yes	Yes
DRC RRH	No	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No	No	No	Yes	Yes
LTORR	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
MCRP	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
CCTRP	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
YCC	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
VTC	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
LSUDT	No	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
LSUDD	No	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No	No	No	Yes	Yes
CSUDT	No	No	No	Yes	Yes	No	Yes	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes	Yes
OOP	No	No	No	Yes	Yes	No	Yes	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes	Yes
FOTEP	No	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
RRH	No	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No	No	No	Yes	Yes
Case Management (Placement Office)	Yes	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes

Approved Copy 2/15/2024

The Functionalities and CRS Procedures listed within the Data Requirements and Reporting Timeframes have been signed and approved by Community Reentry Services.

Signature: Glen Wilkins Date: 2/15/24

Glen Wilkins, SSM1
Community Reentry Services
CDCR

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION
DIVISION OF ADULT PAROLE OPERATIONS

PAROLEE REQUEST FOR ACCOMMODATION

CDCR 1824-B (09/18)

NOTE: **THIS FORM IS TO BE USED BY PAROLEES WITH DISABILITIES**

CDCR NUMBER	PAROLEE'S NAME	PAROLE UNIT	AGENT OF RECORD

In accordance with the provisions of the Americans with Disabilities Act (ADA), no qualified individuals with a disability shall, on the basis of disability, be excluded from participation in, or be denied the benefits of the services, activities, or programs of a public entity, or be subjected to discrimination.

You may use this form to request specific reasonable modification or accommodation, which, if granted, would enable you to participate in a California Department of Corrections and Rehabilitation funded service, activity or program, for which you are otherwise qualified/eligible to participate.

Submit this form to the parole unit clerical staff and they will scan and e-mail this completed form and any attachment to the Parole Litigation Management Unit at PLMU@cdcr.ca.gov. A decision will be rendered within 15 days of receipt and the completed form will be returned to you. If you do not agree with the decision on this form, you may pursue further review. The decision rendered on this form constitutes a decision at the FIRST LEVEL of review.

To proceed to SECOND LEVEL, attach this form to an Inmate/Parolee Appeal Form (CDCR 602) and complete section “F” of the appeal form.

Submit the appeal with attachment to the Appeals Coordinator's Office with 15 days of your receipt of the decision rendered on this form.

If you are not satisfied with SECOND LEVEL review decision, you may request THIRD LEVEL review as instructed on the CDCR 602.

MODIFICATION OR ACCOMMODATION REQUESTED

DESCRIPTION OF DISABILITY:

DESCRIBE THE PROBLEM

WHAT SPECIFIC MODIFICATION OR ACCOMMODATION IS REQUESTED?

PAROLEE’S SIGNATURE **DATE SIGNED**

DISTRIBUTION: Original: Parole Field File **Copies:** PLMU, Parolee

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION
DIVISION OF ADULT PAROLE OPERATIONS

PAROLEE REQUEST FOR ACCOMMODATION

CDCR 1824-B (09/18)

REVIEWER'S ACTION

LOG NUMBER:

DATE ASSIGNED TO REVIEWER:
DUE DATE:

TYPE OF ADA ISSUE

- ☐ Program, Service or Activity Access (not requiring structural modification)
- ☐ Auxiliary Aid or Device Requested
- ☐ Other _____
- ☐ Physical Access (requiring structural modification)

DISCUSSION OF FINDINGS:

_____

DATE PAROLEE WAS INTERVIEWED

INTERVIEWER

DISPOSITION:

☐ GRANTED ☐ DENIED ☐ PARTIALLY GRANTED

BASIS OF DECISION :

_____

NOTE: *If disposition is based on information provided by other staff or other resources, specify the resource and the information provided. If the request is granted, specify the process by which the modification or accommodation will be provided with time frames if appropriate.*

DISPOSITION RENDERED BY (NAME)	TITLE

APPROVAL

PAROLE AGENT II SIGNATURE	DATE RETURNED TO PAROLEE

DISTRIBUTION: Original: Parole Field File **Copies:** PLMU, Parolee

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

BACKGROUND SECURITY CLEARANCE APPLICATION
CONFIDENTIAL - FOR OFFICIAL USE ONLY
CDCR 2311 (06/22)

For Staff Use Only

Requester: _____ Department: _____ Extension: _____

Division Head Authorization: _____ Date: _____

Purpose of Entry: _____

Date(s): _____ Time: _____ Duration: _____

Escort: _____

Type of Authorization Requested (Check One): ☐ Gate Clearance ☐ State ID Card (Contractor)

Last Name, First Name, MI: _____

Other names you have been known by: _____

Date of Birth (Month, Day, Year): _____

Gender: ☐ Male ☐ Female ☐ Non-Binary

Social Security Number (SSN): _____-_____-_____

Contact Telephone Number: (_____) _____ State Bar #: _____

State ID # or Driver's License #: _____ State: _____

Passport # (if no State ID/Driver's License): _____

Have you ever visited or had a personal relationship with any California Department of Corrections and Rehabilitation inmate or parolee for non-work related reasons? ☐ ☐

(If yes, please complete the CDCR Form 2189 Incarcerated/Paroled Relative/Associate Notification.)

Are you a former California State Prison inmate? No: ☐ Yes: ☐

Have you ever been restricted or denied access to a State Prison? No: ☐ Yes: ☐

(If yes, please provide an attachment listing the institutions and the reason for the restriction/denial.)

Have you ever been convicted of a felony? No: ☐ Yes: ☐

(If yes, please list the dates, counties & violations.)

Are you currently on probation/parole? No: ☐ Yes: ☐

Do you have any pending or outstanding charges? No: ☐ Yes: ☐

By signing this application, I attest that all of the information provided is true and correct. I acknowledge that prior written consent from the supervising agency is required for any parolee, probationer, or formerly incarcerated person to enter prison grounds. I further understand that, if approved, access is restricted to the designated area(s) and shall be under state employee escort unless otherwise authorized.

In accordance with the Privacy Act of 1974 (PL93-579), providing a SSN is optional. However, any omission of falsification may be cause for denial of access.

Signature of Applicant*:** _____ ***Date: _____

☐ **APPROVE** ☐ **DENY**

***Hiring Authority Signature*:** _____ ***Date*:** _____

STATE OF CALIFORNIA
NO LONGER INTERESTED NOTIFICATION
CDCR 1797 (Rev. 09/21)

DEPARTMENT OF CORRECTIONS AND REHABILITION
OFFICE OF PEACE OFFICER SELECTION
Page 1 of 1

NO LONGER INTERESTED (NLI) NOTIFICATION

NLI forms are not to be submitted unless the employee leaves the Department.

Please type or print clearly

Last Name **(Mandatory)**	First **(Mandatory)**	Middle **(Mandatory)**	Date of Birth **(Mandatory)**	Sex

CII/SIID Number	ATI Number	Social Security Number **(Mandatory)**	Driver License Number

Contributing Agency and Address	Type of Application (Peace Officer/Non Sworn Personnel/Contractor/Volunteer) **(Mandatory)**	
California Department of Corrections & Rehabilitation Office of Peace Officer Selection (OPOS) 10000 Goethe Rd. Suite C-2 Sacramento, CA 95827	Original Fingerprint Hiring Authority and Submission Date **(Mandatory)**	Today's Date **(Mandatory)**

DO NOT PROCESS THIS FORM IF THE EMPLOYEE WILL REMAIN EMPLOYED WITH THE DEPARTMENT OF CORRECTIONS AND REHABILITATION

ALL FIELDS BELOW ARE MANDATORY

1. Position Title: _____

2. Type of Separation:
   - ☐ Termination/Resignation — Date of Separation: _____
   - ☐ Retirement — Date of Separation: _____
   - ☐ Transfer to other CA Agency
   - ☐ Other - Specify: _____

3. Name of personnel section employee processing NLI: Denise Lupercio

4. Telephone number of personnel section: (916) 322-9065

5. Hiring Authority Acronym: DRP

Questions regarding this form may be directed to the Office of Peace Officer Selection, Live Scan Unit at (916) 255-1025.

Fax to: (916) 255-3302
or
Email to: CDCRLiveScan@cdcr.ca.gov
or
Mail to: California Department of Corrections and Rehabilitation
Office of Peace Officer Selection
10000 Goethe Rd, Ste C-2
Sacramento, CA 95827
Attn: OPOS Live Scan Unit

NOTE: Department of Justice BCII 8302 – No Longer Interested Notification allows agencies to develop their own "No Longer Interested" form or return a copy of the subject's RAP sheet or fingerprint card. Whichever alternative is chosen, the following must be on the returned document: "No Longer Interested Notification", the effective date, and the CII or SID number.

TBB
California Department of Corrections and Rehabilitation
Property Room Inventory Sheet

IFB Number C5612990-D
Attachment 5

Long Term Offender Reentry Recovery Program

Participant Name	CDCR #	Description of Items	Date Items Left	Date Picked Up or Discarded	Outcome of Items

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

ACTIVITY REPORT

CDCR 1502 (Rev. 10/06)

CHECK BOX

☐ SUPPLEMENTAL TO: _____

☐ ACTIVITY REPORT ☐ CASE REVIEW ☐ CIVIL ADDICT Suspend/Reinstate
☐ DISCHARGE REVIEW - FELON/ NON-FELON

CDC NUMBER	NAME	SUPERVISION CATEGORY	REGION	PAROLE UNIT

COMMITMENT OFFENSE	IS COMMITMENT OFFENSE SUBJECT TO 667.5 (C) P.C. (WHETHER OR NOT COMMITMENT WAS ENHANCED)?	☐ YES ☐ NO

* DISCHARGE REVIEW DATE	* CONTROLLING DISCHARGE DATE	IMMINENT DISCHARGE ☐

IF ARRESTED, COMPLETE THE FOLLOWING ARREST DATA

ARREST DATE	HOLD DATE	HOLD REMOVED DATE	ARRESTING AGENCY	BOOKING NUMBER AND / OR LOCATION

LOCAL NUMBER	REPORT NUMBER	NAME BOOKED AS

PAROLE AGENT'S RECOMMENDATION:

☐ CONTINUED ON SECOND PAGE

PAROLE AGENT'S SIGNATURE

BADGE #	DATE SIGNED

UNIT SUPERVISOR'S ACTION:

☐ DECISION ☐ REVIEW ☐ RETAIN HOLD ☐ RELEASE HOLD AS OF (DATE): ☐ CANCEL WARRANTS -- WANTS

☐ CONTINUE ON PAROLE ☐ CONTINUE IN OUT PATIENT STATUS ☐ * DISCHARGE EFFECTIVE (DATE): ☐ RETAIN ON PAROLE

☐ REINSTATE ON PAROLE AS OF (DATE): _____ ☐ TIME LOSS ☐ NO TIME LOSS ☐ SUSPEND / REINSTATE IN OPS / CAP AS OF (DATE): _____ ☐ REFER TO BPH ☐ INVESTIGATE, SUBMIT APPROPRIATE REPORT BY (DATE): _____

☐ SPECIAL CONDITION(S): ☐ ADD ☐ DELETE

UNIT SUPERVISOR'S COMMENTS / RECOMMENDATION:

☐ REFER TO DISTRICT ADMINISTRATOR	UNIT SUPERVISOR'S SIGNATURE	BADGE #	DATE SIGNED

DISTRICT ADMINISTRATOR'S COMMENTS / DECISION:

☐ REFER TO BPH	☐ * DISCHARGE EFFECTIVE (DATE):	DISTRICT ADMINISTRATOR'S SIGNATURE	BADGE #	DATE SIGNED

PAROLEE / RELEASEE COPY PROVIDED (DATE): ☐ MAILED ☐ DELIVERED BY:

FID000035B

STATE OF CALIFORNIA
ACTIVITY REPORT (CONTINUED)
CDCR 1502 (Rev. 10/06)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

INSTRUCTIONS FOR COMPLETING CDCR 1502, ACTIVITY REPORT

ACTIVITY REPORT:
In the "Circumstances or Charges" section of the Activity Report, include narrative summary of the activity that needs documentation: Parole Agent instructions; case review; unsubstantiated allegations of parole violations; the addition or removal of a special condition of parole; reinstatement of a suspended parolee. Distribution: For reinstatement of a suspended parolee, send the original to Case Records and retain a copy for the field file. For other reports, send the original to the field file, a copy to the parolee, and a copy to POC if applicable.

DISCHARGE REVIEW - FELON:
In "Circumstances or Charges" summarize parole adjustment, including residence, employment, arrests, violations, etc., and special conditions. Parole Agent will recommend "Retain on Parole," "Discharge"or "Discharge and Cancel Want." Attach a CI&I report, BPH 1130 and Legal Status Sheet. Distribution: Original to Case Records, one copy to the field file, and one copy to the parolee.

DISCHARGE REVIEW - NON-FELON:
In "Circumstances or Charges" summarize parole adjustment, including residence, employment, violations, and date of last two negative weekly tests. Parole Agent will recommend "Discharge." Attach a current CI&I report. Distribution: Original to Case Records, one copy to the field file, and one copy to the parolee.

CIVIL ADDICT REPORT - SUSPEND / REINSTATE:
In "Circumstances or Charges" summarize parole adjustment, including residence and employment. Include reason(s) for report, present location, type of drug used, dates used, amount and frequency used. Parole Agent will recommend "Suspend / Reinstate," giving date of first clean test, or "Continue in Out Patient or Civil Addict Parole Status." Distribution: Original to Case Records, one copy to the field file, and one copy to the releasee.

STATE OF CALIFORNIA
INCIDENT REPORT (DRP)
CDCR 2284 (04/14)

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
DIVISION OF REHABILITATIVE PROGRAMS
OFFICE OF OFFENDER SERVICES / COMMUNITY AND REENTRY SERVICES
Page 1 of 1

CHECK ALL DIVISIONS THAT WERE NOTIFIED OF THIS INCIDENT ☐ DAPO ☐ DHCS ☐ DRP ☐ OTHER:_____			INCIDENT DATE	INCIDENT TIME
CDC NUMBER	PAROLEE NAME (LAST, FIRST, MI)	PAROLE AGENT OF RECORD (NAME AND TELEPHONE NUMBER)		
INCIDENT LOCATION/SITE NAME AND PHYSICAL ADDRESS		NAME AND ADDRESS OF REPORTING AGENCY OR PROGRAM		
PROGRAM ADMISSION DATE	CASE MANAGER NAME TELEPHONE NUMBER AND E-MAIL ADDRESS			
WAS LOCAL LAW ENFORCEMENT AGENCY CONTACTED? ☐ YES ☐ NO		WAS THE PAROLEE ARRESTED? ☐ YES ☐ NO		
NAME OF LOCAL LAW ENFORCEMENT AGENCY CONTACTED		IF ARRESTED, NAME OF ARRESTING AGENCY	DATE OF ARREST	
CHECK ALL OTHER EMERGENCY RESPONSE AGENCIES CONTACTED ☐ FIRE ☐ PARAMEDICS ☐ POLICE		NAME(S) OF AGENCY(IES) CONTACTED		
NEWS MEDIA COVERAGE ☐ YES ☐ NO	NAME OF NEWS MEDIA AGENCY	NEWS MEDIA REPRESENTATIVE'S NAME AND TELEPHONE NUMBER		

DESCRIPTION OF INCIDENT
PLEASE PROVIDE A DETAILED DESCRIPTION OF KNOWN INFORMATION RELATED TO THIS INCIDENT (WHO, WHAT, WHEN, WHERE, HOW, AND IF KNOWN, WHY, AND INCLUDE THE NAMES OF WITNESSES OR OTHER INVOLVED PARTIES AND ANY ACTIONS TAKEN OR FORCE USED.)

NAME AND TITLE OF REPORTING PERSON (PRINT)	TELEPHONE NUMBER	SIGNATURE	DATE

DISTRIBUTION: ORIGINAL TO DIVISION OF REHABILITATIVE PROGRAMS, OFFICE OF OFFENDER SERVICES / COMMUNITY AND REENTRY SERVICES
COPY TO PAROLE AGENT OF RECORD

PHYSICAL SITE VISIT EVALUATION
IFB Number C5612990-D

Bidder Name:		**Date of Initial Site Visit:**	
Facility Name:		**Facility Address:**	
Facility Contact Person:		**City and State:**	
Bed Capacity:		**Telephone Number:**	
Site Visit Analysts:			

Pass	Fail	COMMENTS

The purpose of the site visit is to view the proposed site to ensure it meets the requirements of the bid solicitation. The following checklist shall be used to identify critical elements that are deemed acceptable as outlined in the Scope of Work. Check "YES" if the proposed site includes the element at an acceptable level; check "NO" if the proposed site does not address the element; Any "NO" answers may result in immediate disqualification from the bidding process.

PHYSICAL SITE REQUIREMENTS	MEETS SITE REQUIREMENTS		COMMENTS
	YES	NO	
LOCATION OF FACILITY			
1) Is the facility ***approved by DAPO*** to able to accommodate Penal Code (PC) 290 registrants?*			
2) Is the facility located in an area that will allow access to employment opportunities for parolees?			
3) Is the facility located close to public transportation?			
4) Was a floor plan showing designating sleeping, dining, storage, and laundry areas provided?			
CENTRAL CONTROL AREA			
1) Is the area available for operation 24 hours a day, 7 days a week?			
2) Does the control area contain operational smoke detectors?			
3) Does the control area contain charged fire extinguishers situated in key locations?			
MEDICINE CABINET			
1) Does the LTORR facility have space for a secured medicine cabinet for storage of all medications?			
2) Is there space for a locked and refrigerated storage area for medication requiring refrigeration?			

PROPOSED DAY ROOM/TV ROOM			
1) Is a proposed day room area provided for living activities in accordance with a minimum standard of 10 square feet per participant?			
2) Are smoke detectors operational and situated in the Day Room/TV room?			
3) Is a charged fire extinguisher available and situated for easy accessibility?			
HOUSING - Living and Sleeping Areas			
1) Do sleeping areas provide for the minimum square feet per participant? * 1 participant/room = 50 square feet required * 2 participants/room= 70 square feet required (35/each) * 3 participants/room= 90 square feet required (30/each) * 4 participants/room=110 square feet required (27.5/each)			
2) Are sleeping areas well lit and adequately heated/cooled and ventilated?			
3) Are sleeping areas free of fire hazards?			
4) Are charged fire extinguishers available and situated in key locations?			
5) Are smoke detectors operational and situated in each bedroom?			
6) Does site have existing landline or landline connection (either coin operated or operator assisted) available to participants for personal calls?			
Housing - Bathrooms			
1) Do housing units contain an adequate number of full-service bathrooms? * Toilets (1:10) * Sinks (1:10) * Showers (1:20) * Urinals (optional) (1:10) Participants with disabilities must be provided bathroom facilities in accordance with the Americans with Disabilities Act requirements.			
2) Are all bathrooms functional, clean, and well-maintained?			
LAUNDRY SERVICES			
1) Is there a proposed on-site laundry room capapble of being equipped with at least one commercial size washer and one commercial size dryer?			
2) Is the proposed laundry area clean, well-lit, ventilated and free of safety hazards?			
3) Is there adequate space available for storage of clean, unassigned, and unclaimed clothing and linen?			
4) Is there an operational smoke detector and a charged fire extinguisher located in the laundry room?			

HOUSEKEEPING AND MAINTENANCE			
1) Is the facility equipped with a utility sink and have space available for a secured storage area for cleaning supplies and equipment?			
2) Is there space to store information binders and Material Safety Data Sheets for each cleaning agent in the room where the chemicals are kept? (I.e. a janitorial equipment room)			
3) Is there space available for a locked maintenance room?			
4) Are all exits, walk ways, and stairwells clear of storage and clutter?			
5) Is the proposed facility kept clean and a condusive environment for participants?			
FOOD SERVICES			
1) Is there a prposed kitchen area that is adequately furnished with plumbing and electical and with adequate work space to perform kitchen duties?			
2) Is there a proposed dining area sufficient to accommodate the number of participants served at each mealtime?			
3) Is the dining room well lit, properly ventilated and free of damage to floor, walls, ceiling, doors and windows?			
4) Is there a proposed space for dry food storage to keep the food off the floor in a dry, well ventilated, insect/rodent-free area located adjacent to the kitchen and secured to prevent theft?			
5) Is there adequate space for refigerators for the cold storage of food?			
6) Is the kitchen/dining room equipped with an operational smoke detector and a charged fire extinguisher?			
7) Is a well-equipped first aid kit located in the kitchen?			
CDCR OFFICE SPACE			
1) Does the proposed location have adequate space for assigned CDCR staff for adequately furnished, private office space at a minimum of 95-110 square feet?			
2) Is the proposed location equippped with broadband internet capability available for CDCR staff?			
SECURITY OF PARTICIPANT CASE FILES			
1) Is there adequate space for an assigned room for all participant case files to be secured in a locked file cabinet and accessible only to authorized CDCR/Contractor staff?			
CLASSROOMS			
1) Does the facility have adequate classroom space to accommodate up to 60 percent of the total number of participants at full capacity?			
2) Are classrooms equipped with operational smoke detectors and charged fire extinguishers?			

PROPERTY ROOM			
1) Is there space at the proposed location a clean and well maintained room provided to store participant property pending disposal, and can the area be secured by a locked door to prevent damage or theft of such property?			
MAINTENANCE ROOM			
1) Is there space at the proposed location for a secured maintenance room to store tools and equipment needed for facility maintenance and building projects?			
2) Is a fully-stocked first aid kit located in the maintenance room?			
3) Is the maintenance room equipped with an operational smoke detector and a charged fire extinguisher?			
HAZARDOUS/TOXIC/VOLATILE SUBSTANCES			
1) Does the proposed location have space available for a locked cabinet available in an appropriate location to be used only for the storage of HTVS?			
2) Does the proposed location have space available for an outdoor, properly ventilated storage container available for flammable substances?			
SAFETY/SECURITY			
1) Does the facility include functional: * locks and latches on all windows, doors, and gates * electrical lighting (inside and out) * door alarms on unstaffed exit doors * emergency evacuation procedures? * emergency lighting? * smoke detectors? * fire extinguishers?			
2) Is emergency lighting in key areas to ensure staff's supervision and control in emergency situations?			
SMOKE-FREE ENVIRONMENT			
1) Is there at least one "NO-SMOKING" sign posted in full view of participants, staff and visitors?			
PARKING			
1) Is there parking available at the proposed location for Contractor staff, visitors and assigned CDCR employees?			

LONG TERM OFFENDER REENTRY RECOVERY PROGRAM
MONTHLY PARTICIPANT DAY INVOICE

_____
(Official Name of Contractor)

_____
Contract #

TO:

California Department of Corrections and Rehabilitation
Sacramento Accounting Office
P.O. Box 187015
Sacramento, CA 95818-7015
Attn: Accounts Payable A
Electronic Submission: DRPInvoiceUnit@cdcr.ca.gov

FROM:

_____
(Facility Name)

_____
(Facility Address)

In accordance with the above numbered contract, payment is requested for satisfactory service provided in the month of _____, 20 _____

1	Total Participant Days	_____
2	Reimbursement Rate Per Contract	$ _____
3	TOTAL PER DIEM PAYMENT	$ _____
4	Facility Operating Cost (only applicable if fixed operation cost is included in Exhibit B-1 Daily Bed Per Diem Rate Sheet)	$ _____
6	**TOTAL PAYMENT REQUESTED**	$ _____

The Facility Administrator certifies that the requested reimbursement for the monthly participant days are in compliance with the Billing Invoice Guidelines.

_____
Signature of Facility Director
or Fiscal Officer

Date: _____

_____
Signature of CDCR Facility Captain
or Designee

Date: _____

DIVISION OF REHABILITATIVE PROGRAMS
MONTHLY PARTICIPANT INVOICE
INSTRUCTIONS

The contractor will submit one original monthly invoice (original signatures) and one legible copy. Incomplete or improperly prepared invoices will be returned for corrections before payment will be made.

Line number and instructions

1 Enter the total participant days from the Register of Participation

2 Enter the Per Diem Rate from the contract

3 Multiply Line 1 (Total Participant Days) by Line 2 (Per Diem Rate)

4 Enter total request for payment

STATE OF CALIFORNIA

LTORR Program – REGISTER OF PROGRAM PARTICIPATION CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION			Month & Year			Page 1 of ___	
Name of Facility		Contract #		Beds	REASON CODES 1 Paroled		
Address of Facility		City		Zip Code	2 Escape 3 Discpl 115 (Jail)		
Signature of Facility Representative		Title		Phone No.	4 Discpl 115 (Inst.) 5 Transferred to Another Facility 6 Other (Specify)		
Participant		Participation Period			Departure		
CDCR Number	Name	From	To	Total Participant Days a/	Effective Date	Reason Code	

TOTAL PARTICIPANT DAYS (PAGE TOTAL)	0
TOTAL INMATE PARTICIPANT DAYS (SCHEDULE TOTAL) b/	

a/ The Total Inmate Participation Days should include the first day of participation, but not the last day. Any variation requires adequate documentation, as outlined in the Financial Management Handbook, and shall be attached to the invoice

b/ Add total of all Register of Participation pages and enter. Use this total in determining completion of line 1 on the monthly invoice.

BIDDER'S REFERENCES

Organization's Name:		
Address:	Phone:	Email

List three (3) professional references for services provided in accordance with the requirements of the IFB. Attach additional sheets if necessary. The State reserves the right to verify all references provided by the Bidder.

Failure to complete and return this information will cause your bid to be rejected.

REFERENCE 1		
Name of Organization:		
Street Address:		
City:	State:	Zip:
Contact Person:	Phone Number:	
Contact Title:	Email:	
Dates of Service:	Agreement/Grant No:	
Description of Services:		

REFERENCE 2		
Name of Organization:		
Street Address:		
City:	State:	Zip:
Contact Person:	Phone Number:	
Contact Title:	Email:	
Dates of Service:	Agreement/Grant No:	
Description of Services:		

REFERENCE 3		
Name of Organization:		
Street Address:		
City:	State:	Zip:
Contact Person:	Phone Number:	
Contact Title:	Email:	
Dates of Service:	Agreement/Grant No:	
Description of Services:		

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT –** Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT –** Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
CDCR - Accounting Services Branch	Accounts Payable B - Client Management Unit

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
10000 Goethe Road		(916) 255-5514

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95827	ClientManagementUnitVendor@cdcr.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts **–** enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations **–** enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.

LEGAL NAME OF BUSINESS	
DBA	
FEIN OR SSN NUMBER	
BUSINESS PHYSICAL ADDRESS	
STREET	
CITY	
STATE	ZIP
REMIT TO INFORMATION (WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)	
COMPANY NAME	
STREET (P.O. Box)	
CITY	
STATE	ZIP
CONTACT INFORMATION	
SALES CONTACT PERSON	ACCOUNTING CONTACT PERSON
TITLE	TITLE
PHONE	PHONE
FAX	FAX
SALES E-MAIL ADDRESS	
WEB SITE ADDRESS:	

PURCHASING INFORMATION

☐ SERVICE TYPE OF SERVICE PROVIDED: _____

☐ COMMODITY TYPE OF PRODUCT PROVIDED: _____

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

BUSINESS DESIGNATION (Fill out only if registered with the Dept. of General Services)

☐ SMALL BUSINESS (SB) (Certified by DGS)	CERTIFICATION - #	EXPIRATION DATE
☐ MICRO BUSINESS (MB) (Certified by DGS)	CERTIFICATION - #	EXPIRATION DATE
☐ DVBE BUSINESS	CERTIFICATION - #	EXPIRATION DATE
☐ SMALL BUSINESS PUBLIC WORK	CERTIFICATION - #	EXPIRATION DATE
☐ NP VETERAN SERVICE AGENCY	CERTIFICATION - #	EXPIRATION DATE
☐ NON-PROFIT RECOGNITION	CERTIFICATION - #	EXPIRATION DATE

TAX INFORMATION

WITHHOLDING TAX INFORMATION	TYPE OF RECIPIENT (PLEASE SELECT ONE/ SHOULD MATCH SECTION 2 OF STD 204)
☐ RENTS	☐ CORPORATION (REGULAR)---------- **(SELECT "ALL OTHERS" ON 204)**
☐ ROYALTIES	☐ MEDICAL CORPORATION ---------- **(SELECT "MEDICAL" ON 204)**
☐ OTHER INCOME (PRIZED, AWARDS)	☐ LEGAL CORPORATION---------- **(SELECT "LEGAL" ON 204)**
☐ FISHING BOAT PROCEEDS	☐ NON-PROFIT CORP ----- **(SELECT "EXEMPT(N. PROF)" ON 204)**
☐ MEDICAL AND HEALTHCARE PAYMENTS	☐ LLC C-CORPORATION---------- **(SELECT "ALL OTHERS" ON 204)**
☐ NONEMPLOYEE COMPENSATION	☐ LLC S-CORPORATION--------- **(SELECT "ALL OTHERS" ON 204)**
☐ SUBSTITUTE PAYMENTS (DIVIDENDS/INTEREST)	☐ LLC PARTNERSHIP ---------- **(SELECT "PARTNERSHIP" ON 204)**
☐ DIRECT SALES	☐ SINGLE MEMBER LLC ----- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
☐ CROP INSURANCE PROCEEDS	☐ TAX EXEMPT ORG---------- **(OTHER THAN NON PROFIT CORP.)**
☐ EXCESS GOLDEN PARACHUTE PAYMENTS	☐ INDIVIDUAL/ SOLE PROP-- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
☐ GROSS PROCEEDS PAID TO AN ATTORNEY	☐ ESTATE---------- **(SELECT "ESTATE" ON 204)**
☐ STATE TAX WITHHELD	☐ QUALIFIED INTERMEDIARY
	☐ ARTIST OR ATHLETE
	☐ GOVERNMENT OR INT. ORGANIZATION
	☐ NOMINEE
	☐ FIDUCIARY
	☐ AUTHORIZES FOREIGN AGENT
	☐ TYPE OF RECIPIENT UNKNOWN
	☐ PRIVATE FOUNDATION

STOP! Only fill out this section if your company has sold their receivables to another company

FACTORING VENDOR (WHEN A VENDOR SELLS RECEIVABLES TO A THIRD PARTY) ATTACH COPY OF THE LETTER FROM VENDOR NOTIFIYING CDCR OF THE ASSIGNMENT

COMPANY NAME & DBA

STREET(P.O. Box)

CITY

STATE

ZIP

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (*Required. Do not leave blank.*)	**TAX ID NUMBER** (*Required*) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (*If different from above*)	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- ***The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.***

1	**REMITTANCE ADDRESS** (number, street, apt or suite no.)		
	CITY	**STATE**	**ZIP CODE**
2	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
3	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
4	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
5	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	**CONTACT NAME**	
	TELEPHONE *(Include area code)*	**EMAIL**
2	**CONTACT NAME**	
	TELEPHONE	**EMAIL**
3	**CONTACT NAME**	
	TELEPHONE	**EMAIL**

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	**TITLE**	**E-MAIL ADDRESS**
SIGNATURE X	**DATE**	**TELEPHONE** *(Include area code)*

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

DARFUR CONTRACTING ACT

IFB Number C5612990-D

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company, or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

Select only one of the following options:

OPTION #1 – NO ACTIVITIES OUTSIDE THE US

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, print your company name, date and signature below:

Company/Vendor Name (Printed)	*Date*
By (Authorized Signature)	

OPTION #2 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State Of:*

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	

IRAN CONTRACTING ACT

IFB Number C5612990-D

Per Public Contract Code §§ 2200- 2208, prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your company/vendor name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code § 2205)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OPTION #2 – EXCEPTIONS

Pursuant to Public Contract Code § 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over $100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)*	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

IFB Number C5612990-D

Solicitation / Contract | **Number Bidder ID / Vendor ID (optional)**

Business Name | **Business Telephone Number**

Business Address | **City** | **State** | **Zip Code**

Contract / Description of Purchase

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")? ☐ **Yes** ☐ **No** (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering	

2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

Signature **Date**

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
    a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
    b. Purpose: Allows users to refer to and distinguish between different GenAI models.

2. (GenAI powered, or driven), applications/product owner:
    a. Definition**:** The name of the organization or entity responsible for creating or deploying the GenAI model or service.
    b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
    a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
    b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
    a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).

    b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
    a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.

    b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
    a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
    a. The signatory for the Contract shall also sign the STD 1000

ACORD # CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

SAMPLE

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**	
COMPANY LETTER **B**	
COMPANY LETTER **C**	
COMPANY LETTER **D**	
COMPANY LETTER **E**	

INSURED:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTHWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$
	☐ CLAIMS MADE ☐ OCCUR.				PERSONAL & ADV. INJURIES	$
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$
	☐ _____				FIRE DAMAGE (Any One person)	$
					MED. EXPENSE (Any One person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per Person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY (Per Person)	$
	☐ NON-OWNED AUTOS					
	☐ GARAGE LIABILITY				PROPERTY DAMAGE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ UMBRELLA FORM				AGGREGATE	$
	☐ OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASE-POLICY LIMIT	$
					DISEASE-EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS Re: All operations

The State of California, its officers, agents, employees and servants are hereby named as additional insured but only with respect to work performed for the State of California.

CERTIFICATE HOLDER

California Department of Corrections and Rehabilitation
Office of Business Services
9838 Old Placerville Rd, Suite B-2
Sacramento, CA 95827
FAX (916) 255-6187

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions:

Solicitation Number C5612990-D

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** **or None** ____ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ___ **No** ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

---

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

Non-Small Business Preference Request and Subcontractor Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number: C5612990-D
Total Dollar Value of Subcontractor Use	CDCR Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness (SB/MB) subcontractor or supplier for a CDCR agreement.

Subcontractor acknowledgements:

A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each SB/MB subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Net Dollar Value of SB/MB Subcontractor Agreement:	**Total SB/MB Percentage:**	SB/MB Certification #:	SB/MB Certification Expiration Date:
Name of Proposed Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ( )	SB/MB E-mail Address (if applicable):	SB/MB Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	**Signature of Subcontractor/Supplier Representative**:	
For State Use Only Information Verified by:		Date:	

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS

(09/03/09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a "good faith effort" (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or $100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called "bids") that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov
To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: http://www.pd.dgs.ca.gov/smbus/advocate.htm.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- DVBE Trade Paper Listing (New 02/09) (pdf)
- DVBE Focus Paper Listing (New 02/09) (pdf)

U.S. Small Business Administration (SBA): Use the Central Contractor Registration (CCR) on-line database. *Internet contact only* –Database: www.ccr.gov/.	**FOR:** Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)
Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts (New 02/09) (pdf)	**FOR:** List of potential DVBE subcontractors
DGS-PD **EProcurement** Website: www.eprocure.dgs.ca.gov Phone: (916)375-2000 Email: eprocure@dgs.ca.gov	**FOR:** • SB/DVBE Search • CSCR Ads • Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search
DGS-PD **Office of Small Business and DVBE Services (OSDS)** 707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: www.pd.dgs.ca.gov/smbus OSDS Receptionist, 8 am-5 pm: (916) 375-4940 PD Receptionist, 8 am-5 pm: (800) 559-5529 Fax: (916) 375-4950 Email: osdchelp@dgs.ca.gov	**FOR:** • Directory of California-Certified DVBEs • Certification Applications • Certification Information • Certification Status, Concerns • General DVBE Program Info. • DVBE Business Utilization Plan • Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: IFB C5612990-D SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2,* subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

(Printed Name)	(Signature)	(Date Signed)
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

PRINT CLEAR

DVBE Bid Incentive Request and Acknowledgement

Name of Prime Contractor:	CDCR IFB or RFP Number: C5612990-D

Completion of this document confirms DVBE BID Incentive request and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed DVBE subcontractor or supplier for a CDCR agreement. Unless otherwise stated, the DVBE incentive shall be equal to a bidder's DVBE participation level. Unless otherwise stated, the DVBE Bid Incentive is subject to a minimum of 3 percent and a maximum of 5 percent during the bid evaluation process. Each named DVBE must have an application on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) by 5:00 p.m. on the day bids are due. If the DVBE is a subcontractor, then they must acknowledge their participation as claimed herein via the DVBE Subcontractor/Supplier Acknowledgement below:

Subcontractor/Supplier Acknowledgement

Subcontractor acknowledgements:

A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on the DVBE incentive, the bidding firm/contractor is obligated to use each DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Total Dollar Value of DVBE Subcontractor Use:	**Total DVBE Percentage:**	DVBE Certification #:	DVBE Certification Expiration Date:
Name of Proposed DVBE Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ( )	DVBE E-mail Address (if applicable):	DVBE Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	**Signature of Subcontractor/Supplier Representative**:	
For State Use Only Information Verified by:		Date:	

TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT
C5612990-D	CDCR

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds $100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

(1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
(2) List complete addresses for each firm named below.
(3) Report projected number of labor hours required to perform the contract for each firm.
(4) Enter the CENSUS TRACT number.
(5) Enter the BLOCK GROUP number.
(6) Identify the California designated TACPA worksite(s) by entering the proper **Criteria** letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
	TOTAL PROJECTED LABOR HOURS:				

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's work site eligibility to request an additional 1% to 4% workforce preference in Section II

☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed $100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of $50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than $100,000 per bid.

Section I
Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the “Criteria” column and enter the “Census Tract” and “Block Group” Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following “Criteria” letters to identify each TACPA worksite on the reverse page:

A. The firm is located in a California eligible distressed area(s).

B. The firm will establish a worksite(s) in a California eligible distressed area(s).

C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.

D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.

E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**

F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder’s Summary* form (included with this solicitation).

If supplying goods, the bidder must also provide a completed and signed *Manufacturer’s Summary* form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

Section II
Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, “Total Projected Labor Hours,” STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

Section III
Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

(a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
(b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
(c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to http://factfinder.census.gov and click on “Enter a street address” to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

STATE OF CALIFORNIA
DGS/PD 526 (Rev. 01/2005)

BIDDER'S SUMMARY
Of Contract Activities and Labor Hours

Section I

SOLICITATION NUMBER	AGENCY/DEPT
C5612990-D	

To be eligible for the bidding preferences, the following data/information must be provided AND signed by the BIDDER. Any person furnishing false certifications, willfully providing false information, omitting information, or failing to comply with the preference requirements is subject to sanctions as set forth in the statutes

Section II

The *"Bidder's Summary"* of the contract activity and employee labor hours must be completed and signed by the Bidder. This form must accompany any bid preference request form(s) (STD 830, STD 831, STD 832) submittal to the designated contracting official at the awarding department.

Report the projected contract labor hours for each contract activity for administration, receiving, order processing, order shipping preparation, and transportation to state delivery point (see reverse for additional information). Report all employee labor hours necessary to perform this contract. Do not include labor-free hours (automated processing/storage time, etc).

Product Type Or Line Item	Contract Quantity (Total Product Units)	Number Of Bidder Contract Labor Hours To Be Used For This Contract						Total Number Of Contract Labor Hours Per Product Type Or Line Item
		Administration	Receiving	Order Processing (pick/pull)	Order Shipping Preparation	Transportation	Other*	
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
							GRAND TOTAL (Employee labor hours)	

* EXPLAIN "OTHER" ACTIVITIES OF CONTRACT PERFORMANCE USED MUST BE DEFINED HERE: (Use additional sheets, if necessary)

Section III

To be eligible for bidding preferences, the following certification statement must be complete and signed by the Bidder.

I hereby certify under penalty of perjury that the information and labor hours reported on this form are accurate and complete. I understand that any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the preference statutes may be subject to sanctions as set forth in the statutes.

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE:	PHONE NUMBER	DATE
	▶	( )	
		FAX NUMBER ( )	

BIDDER'S SUMMARY
References and Instructions

The California Legislature has declared that it serves a public purpose and is a benefit to the State to encourage business investment, promote job development, and to facilitate job maintenance in economically distressed areas of the State. It is the intent of the Legislature to further these goals by providing appropriate preferences to California based companies that submit bids or proposals for state contracts to be performed at worksites in economically distressed areas when the contract is for goods or services in excess of $100,000. To obtain preferences, the bidder must demonstrate that a minimum 50% (for goods contracts) or 90% (for services contracts) of the projected employee labor hours necessary for the contract will be performed within the economically distressed area.

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences[1], the *Bidder's Summary* form must be completed and signed by the bidder for each requested preference. The information provided on this form will be used to evaluate the total number of bidder employee labor hours required to complete the contract.

Section I

Solicitation Number: Enter the solicitation number identified on the front page of the Invitation For Bid for which this form is being submitted.

Agency/Dept: Enter the name of the buying Agency and/or Department (e.g., State and Consumer Services Agency, Department of General Services)

[1] Target Area Contract Preferences Act, GC § 4530 et seq., Enterprise Zone Act GC § 7070 et seq., and/or Local Agency Military Recovery Area Act (LAMBRA), GC § 7118 et seq.

Section II

This section identifies the number of bidder's projected employee labor hours that will be performed for the contract. Hours projected should only be those that the bidder will perform. Do not include manufacturing or any other subcontracted hours.

Product Type or Line Item: List the product type or line item as specified on the solicitation. Separate each product type to match the line items on the solicitation.

Contract Quantity: List the number of product units (i.e., cases, pounds, etc.). Use the same quantity and unit measure used in the state's solicitation.

Hours For This Contract: Enter the projected number of employee contract labor hours expected in the performance of the contract. Hours may include, for example: administrative, receiving (only include hours required to stock receive and/or physically place product into or out of storage), processing orders (pulling or picking) preparation of orders for shipment (routing, master billing, loading trucks), transportation hours (from shipping point to point of delivery) and/or other (contract labor hours identified as "other" must be defined). **Do not include labor hours for time the product is stationary**.

Grand Total: List the total number of employee labor hours for the entire contract period.

Section III

Section III must be completed and signed by the bidder.