

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 123 PAGES

AGREEMENT NUMBER

C5608104

AMENDMENT NUMBER

5

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR NAME

WESTCARE CALIFORNIA, INC

2. The term of this Agreement is:

START DATE

July 1, 2018

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$82,585,310.73 (Eighty-Two Million, Five Hundred Eighty-Five Thousand, Three Hundred Ten Dollars and Seventy-Three Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Agreement Number C5608104, approved on June 12, 2018, Amendment 1 approved on January 25, 2019, Amendment 2 approved on April 23, 2019, Amendment 3 approved on January 15, 2021, Amendment 4 approved on October 28, 2021, for Specialized Treatment for Optimized Programming (STOP) services, is hereby amended to extend the term end date to June 30, 2025; and to add funds in the amount of \$28,055,106.73 (Twenty-Eight Million, Fifty-Five Thousand, One Hundred and Six dollars and Seventy-Three Cents) for a total contract amount not to exceed \$82,585,310.73; and revise, replace, and incorporate exhibits as outlined below Upon Approval.

The following is incorporated herein:

A. Page 1, Item 2 of Amendment Number 5 is hereby revised and now reads, "The term of this Agreement is: July 1, 2018 through June 30, 2025."

B. Page 1, Item 3 of Amendment Number 5 is hereby revised and now reads, "The maximum amount of this Agreement after this Amendment is: \$82,585,310.73 (Eighty-Two Million, Five Hundred Eighty-Five Thousand, Three Hundred Ten Dollars and Seventy-Three Cents)."

C. Exhibit A, Scope of Work, has been replaced in its entirety with Exhibit A, Scope of Work, Amendment 5.

D. Exhibit A-2, STOP Placement Office Location, Amendment 1, has been replaced in its entirety with Exhibit A-2, STOP Placement Office Location, Amendment 5.

E. Exhibit B, Budget Details and Payment Provisions of the original Agreement has been replaced in its entirety with Exhibit B, Budget Details and Payment Provisions, Amendment 5.

F. Exhibit B-1.5, Budget Proposal - Optional Fiscal Year 22/23, Amendment 4 has been replaced in its entirety with Exhibit B-1.5, Budget Proposal - Fiscal Year 22/23, Amendment 5.

G. Exhibit B-1.6, Budget Proposal - Fiscal Year 23/24, Amendment 5 has been incorporated.

H. Exhibit B-1.7, Budget Proposal- Fiscal Year 24/25, Amendment 5 has been incorporated.

I. Exhibit B-2, Budget Proposal Summary, Amendment 4 has been replaced in its entirety with Exhibit B-2, Budget Proposal Summary, Amendment 5.

J. Exhibit B-4, Line Item Budget Guide of the original Agreement has been replaced in its entirety with Exhibit B-4, Billing and Invoicing Guidelines, Amendment 5.

K. Exhibits B-5, Budget Proposal Worksheet of the original Agreement has been removed.

L. Exhibit D, Special Terms and Conditions has been replaced in its entirety with Exhibit D, Special Terms and Conditions, Amendment 5.

M. Exhibit F, Prison Rape Elimination Policy - Volunteer/Contractor Information Sheet of the original Agreement has been replaced in its entirety with Exhibit F, PREA Policy Information for Volunteers and Contractors, Amendment 5.

N. Attachments 3-13 and 15-17 of the original Agreement have been removed.

O. Attachment 14, Estimated Minimum Daily Capacities, Funding Thresholds and Annual Releases, Amendment 2 has been removed.

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- P. Attachment 3, Request for Live Scan Service, Amendment 5 has been incorporated.
- Q. Attachment 4, No Longer Interested Notification, Amendment 5 has been incorporated.
- R. Attachment 5, Activity Report, CDCR 1502, Amendment 5 has been incorporated.
- S. Attachment 6, Multiple Program Request for Mixed Population, Amendment 5 has been incorporated.
- T. Attachment 7, Data Requirements and Reporting Timeframes, Amendment 5 has been incorporated.

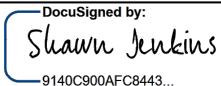
All other terms and conditions shall remain the same.

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.)


WESTCARE CALIFORNIA, INC

CONTRACTOR BUSINESS ADDRESS 1900 N. Gateway Boulevard	CITY Fresno	STATE CA	ZIP 93727
PRINTED NAME OF PERSON SIGNING SHAWN JENKINS	TITLE Chief Operating Officer Resolution WCCA 2022-02		
CONTRACTOR AUTHORIZED SIGNATURE  9140C900AFC8443...	DATE SIGNED 1/9/2023		

STATE OF CALIFORNIA

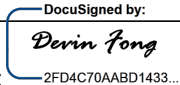
CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTING AGENCY ADDRESS 9838 Old Placerville Road, Suite B-2	CITY Sacramento	STATE CA	ZIP 95827
PRINTED NAME OF PERSON SIGNING DEVIN FONG	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE  2FD4C70AABD1433...	DATE SIGNED 1/17/2023		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)
I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval. Exempt from DGS Approval per Assembly Bill 179.

Name: 
2FD4C70AABD1433...

Date: 1/17/2023

WestCare California, Inc.
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5608104
Exhibit A
Amendment 5

SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING

I. GENERAL INFORMATION

The Contractor agrees to provide the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP) with Specialized Treatment for Optimized Programming (STOP) program services as described in this Agreement. All program service components shall be in accordance with this Agreement and all applicable local, city, county, state and federal statutes, regulations and ordinances.

A. Agreement Term

This is a fully executed Agreement with the CDCR for the period of July 1, 2018, through June 30, 2025.

B. Location and Capacity

The Contractor shall provide services to the CDCR parolee population, hereinafter referred to as participants, located within Program Area 1 in accordance with Attachment 1, STOP Program Map. The Contractor shall have the ability to accommodate up to 302 participants at any given time; however, 56 out of the 302 shall be made available for those that have an identified housing need only. Capacity may fluctuate across modalities based on utilization, which is determined by individual assessed needs.

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 one (1) optional, one (1) year term.

C. Expansions

If additional funding is made available during the term of this Agreement, CDCR reserves the right to expand the contracted modality services to include adding new modality types, which may include an increase in the number of the participant population within the STOP program. If the contracted services are expanded, the Contractor shall be permitted to increase staffing levels proportionately and consistently with the terms of the original Agreement. Expansions will require an Amendment to the Agreement and are at the sole discretion of CDCR.

D. Reductions

CDCR reserves the right to reduce the contracted services, which may include a decrease in the number of participants or an adjustment in the length of treatment for each participant. If the contracted services are reduced, the Contractor shall be permitted to decrease staffing levels proportionately and consistently with the original Agreement. Reductions will require an Amendment to the Agreement and are at the sole discretion of CDCR.

E. Ownership

All existing materials and any materials/products that result from this Agreement shall be under the sole ownership of the CDCR.

F. Transition of the Agreement to a Successor

The Contractor shall have a 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 must be approved by the DRP Program

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Analyst (PA) and updated as requested by the DRP PA during the term of this Agreement. The draft plan is due to the DRP PA within sixty (60) calendar days of execution of this Agreement.

II. INTRODUCTION

The goal of STOP is to provide comprehensive services to the participant population during their transition into the community in order to support a successful reentry. CDCR/DRP has developed reentry strategies that target inmates who are nearing their release with enhanced academic and vocational programs, Substance Use Disorder Treatment (SUDT), and pre-employment transitional services. CDCR is extending this network of reentry services into the community through this Agreement. Individuals who have been released from prison and are under parole supervision will be eligible for these services. Priority will be given to those within their first year of release, assessed with a medium to high risk to reoffend and need for substance use treatment, as measured by the California Static Risk Assessment (CSRA) and the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS). In addition, via the Returning Home Well Initiative, temporary emergency housing services will be offered to those who have an identified need for housing only.

III. ORGANIZATION

A. Structure

The Contractor shall provide an organizational chart to the DRP PA within thirty (30) calendar days of execution of this Agreement that outlines the structure of authority, responsibility and accountability within the STOP and its parent organization. Changes made to the organizational chart shall be provided to the DRP PA within thirty (30) calendar days of the change.

IV. PERSONNEL

A. Staffing Plan

The Contractor shall develop and maintain a staffing plan addressing their ability to maintain full staffing levels of all programming services, the recruitment and selection process for new hires, and the ability to staff the program at the level necessary to meet contractual obligations. The staffing plan must also address contingencies for staffing shortages or other operational emergencies. The staffing plan shall identify part-time/full-time staff and the projected time base the staff will be allocated to the STOP program. The staffing plan shall be submitted to the DRP PA within thirty (30) calendar days of execution and maintained throughout the term of this Agreement. Changes made to the staffing plan shall be provided to the DRP PA within in thirty (30) calendar days of the change.

The Contractor shall submit job descriptions on all staff positions to the DRP PA within thirty (30) calendar days of execution of this Agreement. The job description must include the minimum qualifications and the tasks associated with each position. Copies of the employment applications, résumés, and diplomas documenting work experience and/or education used to meet the requirements for each position shall be submitted to the DRP PA at time of agreement execution and as staff recruitment occurs. The staffing plan shall be in accordance with established staffing ratios and the Exhibit B-1.1 through B-1.7, Budget Proposals.

Based on modality, program size and delivery of services for each STOP facility, the Contractor shall utilize the staff positions identified within this Agreement to ensure program components are delivered effectively.

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B. Vacancies

STOP Placement Office staff vacancies and affiliate Community Based Providers (CBP) shall be brought to the immediate attention of the DRP PA. 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 the DRP PA on a case-by-case basis. The STOP Placement Office is responsible to ensure all CBP's maintain full staffing.

C. Hiring

At the time of agreement execution and prior to hiring a candidate to fill a Placement Office or affiliate CBP position, the Contractor shall ensure a hiring package is submitted to the DRP PA with the following documentation: application, résumé, transcripts, diplomas, job description, certifications, Authorization for Security Clearance (Attachment 2), and other documents as needed. The DRP PA will process the candidate for Provisional Clearance, and upon clearance results the DRP PA will continue to process the hiring package for approval or denial.

At the time of agreement execution and prior to hiring a candidate to fill a position at a non-affiliate CBP, the STOP Placement Office is responsible to ensure a hiring package has been reviewed and all minimum qualifications for the position have been met. Once the hiring review has been completed, the STOP Placement Office is responsible to submit an Authorization for Security Clearance (Attachment 2) to the DRP PA for Provisional Clearance processing.

An ex-offender 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 the DRP PA prior to employment of the ex-offender.

D. Minimum Qualification (MQ) Waiver

The Contractor shall make reasonable attempts to fill all positions with qualified candidate(s). The Contractor may submit a Minimum Qualification Waiver Request to the DRP PA 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 eighteen (18) months, unless otherwise approved by the Staff Services Manager II (SSM II) or designee) 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 must be approved by the DRP SSM II or designee.

E. Provisional Clearances

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, but are not limited to, the following:

1. The Authorization for Security Clearance, (Attachment 2) shall be submitted as indicated in the hiring package for any individual who will be working in regular contact with the participants.

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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.

F. Security Clearance/Live Scan

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, but are not limited to 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, CDCR will provide the Request for Live Scan Service (Attachment 3).
3. Potential staff shall take the Request for Live Scan Service (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 Request for Live Scan Service (Attachment 3) to DRPCRSLS@cdcr.ca.gov and fax to the Office of Peace Officer Selection at (916) 255-3302 within twenty-four (24) hours.
5. CDCR will approve or deny all security clearances.
6. Criteria for denial or approval of security clearances include, but are not limited to, 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 Chief or designee 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 Chief or designee, shall review the following ex-offenders 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:
 - a. Ex-offenders that fall under Health and Safety (H&S) Code Section 11590 and/or PC 457.1 shall have completed registration requirements, and employment will not violate those requirements.

- b. Ex-offenders with a conviction history involving a serious felony offense as defined by PC 1192.7
 - c. Ex-offenders with a conviction history involving a violent felony offense as defined by PC 667.5(c).
8. Ex-offenders who are on active parole or probation will require DRP Chief or designee 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 Division of Adult Parole Operations (DAPO) Deputy Director or designee(s) shall review the following ex-offenders 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 will be consistent with the Department Operating Manual, regulations, the statutes, and meet the following criteria:

- a. In good standing, as determined by CDCR or County Probation.
- b. Must have the Agent of Record (AOR) or Probation Officer written approval on department letterhead.
- c. Do not reside or not 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. Ex-offenders 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.
- f. The Contractor is responsible for notifying the DRP PA of employment termination of any individual who has received a security clearance from CDCR. The Contractor must submit the No Longer Interested Notification (Attachment 4) to DRPCRSLS@cdcr.ca.gov and the DRP PA.

G. 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 Program training. This training may be done in collaboration with CDCR.

Within thirty (30) business days of program implementation, the DRP PA shall collaborate with the Contractor to schedule training on the Automated Reentry Management System (ARMS) requirements and use of the system. In accordance with Section XI. Data Management, Subsection A. Data Requirements, the DRP PA shall collaborate with the Contractor to schedule training on any revised data requirements, reporting timeframes and/or procedure changes fifty-six (56) calendar days before the effective date of the change. Documented evidence shall be maintained for each employee detailing the training deliverables and the date(s) the training took place.

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

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in-service training annually thereafter (after execution of the Agreement a list of required IST trainings shall be provided upon request). The documented evidence shall include an individual training plan maintained for each employee that shows documentation of the dates the training took place and the classes taken. The training plan shall be maintained in the employee's personnel file.

The Contractor shall ensure staff availability for initial orientation and ongoing training pursuant to California laws and CDCR's rules, regulations, policies and procedures.

H. Personnel Requirements

The Contractor shall ensure the following:

1. Personnel records shall be complete and maintained for each employee and shall be available to CDCR for review.
2. Performance evaluations shall be conducted annually, documented, and retained in the personnel files.
3. Notify DRP PA in writing of any resignation, reassignment or dismissal of any required personnel identified under Subsection J, "STOP Placement Office Key Staff Positions" within twenty-four (24) hours of the action, no later than the next business day.
4. Provide a copy of the Employee Handbook to DRP PA within thirty (30) calendar days of Agreement execution. All revision(s) and modifications shall be provided to the DRP PA within five (5) calendar days of the revision(s). The Employee Handbook shall be reviewed and approved by the DRP PA.
5. 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. Minimum competencies for staff working directly with participants shall include a high school diploma or equivalent.
6. Recruitment, selection, hiring, training, supervision and retention of staff necessary to carry out all functions of the agreement. The Contractor shall employ a sufficient number of staff to ensure all program components are delivered in accordance to the agreement. Ensure that all staff responsible for program curriculum delivery requirements in accordance with the agreement.

I. Policy and Procedure

Within thirty (30) calendar days of execution of this Agreement, and within thirty (30) calendar days of organizational updates, the Contractor shall provide to the DRP PA, written personnel policies and procedures that include, but are not limited to, the following:

- Development and maintenance of personnel files.
- Development, maintenance and training of Employee Orientation.
- Performance evaluation process.
- Development and maintenance of "drug free workplace". Prospective and current staff shall comply and acknowledge receipt of the "drug free workplace" policy. A signed copy shall be maintained in the employee's personnel file.

- Develop policies and procedures to address how employees may be screened and/or tested for illegal substances.
- Work hours
- Staff benefits (e.g., vacation, sick leave, insurance, retirement, etc.)
- Promotions
- Pay increases
- Hiring and termination conditions and requirements.
- Provision of recruitment, selection, hiring, training, supervision and retention of staff.
- The Contractor shall have a written sexual harassment policy in compliance with CDCR policy and procedures and state/federal laws.
- The Contractor shall not discriminate against any employee or job applicant based on race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.
- The Contractor shall establish written policy and procedures in compliance with CDCR policy and procedures, which prohibit STOP employees from fraternizing with participants and their families.
- The Contractor shall establish a written contingency plan to be implemented in the event of employee job actions, which may disrupt the facility's daily operation (e.g., strikes, sick-outs, sit-ins).
- The Contractor shall establish an employee grievance procedure to address unresolved labor issues.

J. STOP Placement Office Key Staff Positions

The Contractor shall provide the required staff for the overall administration of the program in compliance with state and county rules, directives and evidence-based practices. The Contractor staff responsible for program curriculum delivery shall meet all skills, abilities, and knowledge. Position descriptions and minimum qualifications shall conform to the requirements listed below:

1. Program Director (One [1] Full-Time Position)

The Program Director is responsible for the overall administration of the STOP. Working with CDCR, the planning, direction, and coordination of all program activities shall be the direct responsibility of this position. The Program Director is responsible for the selection and training of staff, monitoring program effectiveness, negotiating agreements with Subcontractors, coordinating invoices, submitting required reports, and managing all required contract services.

Responsibilities include, but are not limited to, the following:

- a. Implementation of program services and activities to ensure compliance with the CDCR's administrative and fiscal regulations in accordance with Agreement provisions.
- b. Development, management and oversight of all contracted and subcontracted facilities and services.
- c. Ensure the efficient operations of contracted and subcontracted facilities.
- d. Supervise all program staff positions.
- e. Remain responsible for logistics related to food, program equipment and compliance with the Agreement.
- f. Development of quality control procedures to ensure high quality service.
- g. Assist in resolving programmatic and personnel problems.

- h. Conduct staff meetings with all employees to discuss personnel and program issues and assign other duties as needed.
- i. Remain knowledgeable in the programmatic process and be able to define and identify program methodology, counseling modalities, program design needs, the various facets of the program and the principles and techniques of individual counseling and small and large group counseling.
- j. Monitor the casework process.

Minimum Qualifications:

It is desired, but not mandatory, to possess a Substance Use Disorder Certified Counselor Credential (SUDCCC) from an accredited certifying organization.

Possess a four (4) year degree in the Social Sciences or a related field (additional experience working with the criminal justice population may be substituted for education on a year for year basis) and three (3) years of experience working with a criminal justice population; or possess six (6) cumulative years of full-time administrative experience with a criminal justice population.

2. STOP Case Manager (Part-Time or Full-Time Positions)

The STOP Case Manager is the direct provider of casework services to the participants, including intake, and initial placement in community-based services, transportation, case planning, case management and interfacing with DAPO. The case manager to participant caseload ratios shall not exceed 1 to 50, unless prior written approval is obtained from the DRP SSM II or designee.

Responsibilities include, but are not limited to, the following:

- a. Provide interactive services to the STOP participants.
- b. Develop Case Management Plans (CMP) for participants.
- c. Develop and monitor the participant's progress relative to their CMP through all phases of the program.
- d. Make appropriate referrals to outside agencies as necessary.
- e. Maintain progress notes in participant files.
- f. Keep the AOR apprised of participant's progress.
- g. Develop exit and aftercare plans.

Minimum Qualifications:

Possess a high school diploma or its equivalent and a minimum of two (2) years of experience working with criminal justice populations in the provision of case management services.

3. Community Service Representative (CSR) (Optional Positions) (Part-Time or Full-Time Positions)

This position is responsible to conduct ongoing contacts with inmates, coordinating STOP Placement Office, In-Prison Program Director, AOR, and Community Transition Program (CTP) staff to ensure continuum of care from in prison programming services to the STOP network of post-release services.

Responsibilities include, but are not be limited to, the following:

- a. Provide interactive services to the inmates and CDCR staff.

- b. Confer with the STOP Transportation Coordinator to facilitate the transportation of participants.
- c. Assist in development of community transition plans.
- d. Assist with appropriate referrals to community programming.
- e. Keep the CDCR Releasing Institution Staff apprised of the community transition plan.

Minimum Qualifications:

Possess a high school diploma or its equivalent and a minimum of two (2) years of experience working with criminal justice populations and must qualify for gate clearances into CDCR institutions.

4. Administrative Staff (Part-Time or Full-Time Positions)

The Contractor shall be responsible for identifying all administrative duties essential to this Agreement and the staff necessary to accomplish these tasks.

Minimum Qualifications:

Must possess either a high school diploma or equivalent. Possess good interpersonal, written communications and typing skills.

5. Employment Development Liaison (One [1] Full-Time Position)

The Employment Development Liaison shall work out of the STOP Placement Office and is responsible for supporting a network of job development and pre-employment services within the Program Area. The Employment Development Liaison shall be familiar with pre-employment services, transitional work opportunities and long-term job opportunities within the Program Area. The Employment Development Liaison shall have a basic knowledge of the expungement process, the benefits of completing the process, and/or the ability to provide information or a referral on how to expunge a criminal record, or obtain a Certificate of Rehabilitation. Responsibilities shall include, but not be limited to, the following:

- a. Coordinate and monitor job development services taking place at STOP facilities within the Program Area.
- b. Provide support for Job Developers working at STOP facilities.
- c. Develop a network of prospective employers (e.g., trade associations, labor unions) within the Program Area that will work with participants to secure gainful employment.
- d. Liaison with DAPO and DRP on employment related policy issues.
- e. Collect and maintain employment data for the Program Area.

Minimum Qualifications:

Possess a high school diploma or equivalent and a minimum of two (2) years of experience as a Job Developer or Employment Specialist or in a similar position.

6. Transportation Coordinator (One [1] Full-Time Position)

The Transportation Coordinator is responsible for facilitating the transportation of participants upon release from designated CDCR's institution locations to locations as identified by the receiving STOP Placement Office and upon completion of STOP services to the participant's parole unit.

Minimum Qualifications: Possess a valid California driver's license. Possess a high school diploma or equivalent.

7. Data Entry Coordinator (Part-Time or Full-Time Positions)

This position is responsible for data entry of all data into ARMS within the Program Area by reporting and exporting data, and the designated point of contact to address data quality and systems issues.

Minimum Qualifications:
Possess a high school diploma or equivalent.

K. CBP Key Staff Positions

The Contractor shall ensure that the CBP's provide the required staff for the overall administration of the facilities and certify that they are in compliance with state and county rules, directives and evidence-based practices. The Contractor staff responsible for program curriculum delivery shall meet all skills, abilities, and knowledge. Position descriptions and minimum qualifications shall conform to the requirements listed below: Staff providing modality services to the participants shall meet the following minimum qualifications: (affiliates approved by DRP, and all other CBP's are approved by STOP Placement Office).

1. Residential Program Director (One [1] Full-Time Position)

There shall be a Residential Program Director at each Licensed Substance Use Disorder Treatment (LSUDT), Licensed Substance Use Disorder Detoxification (LSUDD), and Female Offender Treatment and Employment Program (FOTEP) facility. The Residential Program Director shall be designated by the Contractor to act on their behalf in the overall management and operation of the residential program. The Residential Program Director shall have knowledge of SUDT related problems, the recovery and treatment process, Cognitive Behavioral Therapy Interventions (CBTI), and shall have sufficient administrative, management and personnel skills to direct the program. This position is responsible for securing storage of participant records.

Minimum Qualifications:

Possess a high school diploma or its equivalent and have no less than two (2) years of work experience in the field of alcohol and/or other drug services and two (2) years of full-time experience supervising counseling staff in a substance abuse program for the criminal justice population.

2. Outpatient Program Director (One [1] Full-Time Position)

There shall be an Outpatient Program Director at each Certified Substance Use Disorder Treatment (CSUDT), and Other Outpatient Program (OOP) facilities. The Outpatient Program Director shall be designated by the Contractor to act on their behalf in the overall management and operation of the outpatient program. The Outpatient Program Director shall have knowledge of SUDT (applicable to CSUDT); CBTI (applicable to CSUDT and OOP), the recovery and treatment process (applicable to CSUDT and OOP), and shall have sufficient administrative, management and personnel skills to direct the program (applicable to CSUDT and OOP). This position is responsible for securing storage of participant records.

Minimum Qualifications:

Possess a high school diploma or its equivalent and have no less than two (2) years of work experience in the field of alcohol and/or other drug services and two (2) years of full-time experience supervising counseling staff in a substance abuse program for the criminal justice population.

3. Licensed Clinician (FOTEP only) (Part-Time or Full-Time Positions)

There must be a Licensed Clinician at each FOTEP facility to ensure participant caseload ratios have been met. FOTEP Licensed Clinician to participant caseload ratios shall not exceed 1 to 12.

The licensed clinician(s) must be one of the following:

- Licensed Clinical Social Worker (LCSW)
- Licensed Marriage, and Family Therapist (LMFT)
- Licensed Psychologist
- Intern registered with the California Board of Psychology or the California Board of Behavioral Sciences.

In accordance with the scope and practice of each license, the following services must be provided by a licensed clinician:

- Trauma treatment services
- Individual or group counseling which involves the behavioral effects of HIV/AIDS, depression, mental illness, including depression and Post- Traumatic Stress Disorder due to trauma, relationships with substance- abusing and violent partners, physical/sexual/emotional abuse, and any other topics that require a licensed clinician
- Any other services offered through the gender-responsive treatment as outlined in this Agreement that require a licensed clinician Family counseling and reunification activities which involve topics of discussion that require a licensed clinician.

Minimum Qualifications:

All Licensed Clinicians must possess and maintain a valid California license in good standing without current disciplinary action with their respective licensing Board.

All Licensed Clinicians fall within the definition of “mandated reporter” under PC 11165.7(a) (21), and are required to report suspected child abuse or neglect. Failure to meet this requirement will be addressed via the sanctions for non-compliance process at the CDCR’s discretion.

4. Substance Use Disorder Certified Counselor (SUDCC) (Part-Time or Full-Time Positions)

The SUDCC(s) are responsible for the delivery of the face-to-face treatment activities with participants. The counselor to participant caseload ratios shall not exceed 1:25.

Duties and responsibilities shall include, but not be limited to, the following:

- a. Conduct initial interviews/assessments of participants assigned to the program.
- b. Conduct group SUDT counseling sessions, at a 1:25 ratio.
- c. Evaluate the progress of each participant through one-on-one counseling sessions.
- d. Work directly with participants to develop and implement treatment plans.
- e. Work with the participant’s family to create a support network for the participant’s return to the community.
- f. Notify the Program Manager, Program Director, and CDCR, DRP PA of any problems/issues involving any program/services or participants.

- g. Participate in case conferences for each participant assigned to the caseload.

Minimum Qualifications:

The SUDCC shall possess a minimum of two (2) years of full-time experience working with a criminal justice population in a SUDT program (preferably experience counseling individuals with co-occurring disorders) and a high school diploma or its equivalent.

Staff providing SUDT counseling services such as: intake, assessments, treatment planning, individual or group counseling, or transitional planning to the participants are required to have an SUDCCC from an accredited organization recognized by the Department of Health Care Services (DHCS) within six (6) months of hire, and an MQ Waiver approved by the STOP Contractor Program Director or designee. Licensed professionals, including licensed physicians, psychologists, clinical social workers, and registered interns are exempt from this certification requirement.

5. Cognitive Behavioral Therapy (CBT) Facilitator(s) (Part-Time or Full-Time Positions)

The Cognitive Behavioral Therapy (CBT) Facilitator is responsible for the delivery of treatment curriculum to the participants. The facilitator to participant ratio shall be no greater than 1:25.

Duties and responsibilities shall include but not be limited to the following:

- a. Be trained as facilitators in the evidence-based CBT curricula selected to address Anger Management, Criminal Thinking and Family Relationships.
- b. Deliver the selected evidence-based CBT programs.
- c. Deliver Life Skills program to participants.
- d. Evaluate progress of participants with the Case Manager and SUDCC.
- e. Work with participants on their CMP(s).

Minimum Qualifications:

The CBT Facilitator shall possess a high school diploma or its equivalent and a minimum of two (2) years of experience providing CBT services to the criminal justice population. A CBT Facilitator certification is desirable.

6. Job Developer (Part-Time or Full-Time Positions)

The Job Developer shall provide direct services to participants who have demonstrated that they are ready to transition to employment. Duties and responsibilities shall include, but not be limited to, the following:

- a. Assess participants to identify employment and/or training needs in order to assist with securing employment and/or training.
- b. Work with the Employment Development Liaison assigned to the Program Area to build and access a network of prospective employers.
- c. Make referrals to or provide employment services that include, resume writing, mock interviews, time management, social skills for the work environment, and how to follow instructions.
- d. Assess participants to determine training and Career Technical Education (CTE) needs;

- e. Assist in formulating plans to achieve occupational goals and refer participants to appropriate employers, training and educational facilities or other community agencies and organizations;
- f. Provide counseling to assist participants in analyzing and evaluating their skills and aptitudes for employability;
- g. Provide information on occupational opportunities, job requirements, training and rehabilitation resources;
- h. Assist participant with assembling documents as necessary to legally work within California (e.g. California ID, Social Security Card, etc.);
- i. Identify the benefits of completing the criminal record expungement process;
- j. Provide information or a referral on how to expunge a criminal record, and obtain a Certificate of Rehabilitation;
- k. Mentor the participant in disclosing appropriate information regarding past convictions and/or parole status to the employer;
- l. Assist participant in locating and securing employment, college enrollment or CTE training;
- m. Work with participant once they have been employed to address issues that may arise after job placement;
- n. Obtain verification of participant employment;
- o. Identify and establish a working relationship with local area employers to assist with the recruitment of participants; and
- p. Participant to Job Developer ratios shall not exceed the ratio of 50:1. An exception may be granted, based on assessed need, and shall be permitted with prior written approval by the DRP PA.

Minimum Qualifications

The Job Developer shall possess either: 1) a BA or BS degree from a granting institution accredited by the WASC, or equivalent, and a minimum of one (1) year of experience as a Job Developer or similar position; or 2) a high school diploma, or its equivalent, and a minimum of two (2) years of experience as a Job Developer or similar position.

7. House Manager (Part-Time or Full-Time Positions)

Duties include property maintenance and assuring adherence to the rules of residence, which ensure an alcohol and drug free environment. Housing staff must ensure housing is abstinence focused with the goal of sustained recovery for all residents.

Minimum Qualifications:

Possess at minimum either a high school diploma or equivalent.

8. Monitor (Part-Time or Full-Time Positions)

Duties include, but shall not be limited to, the following:

- a. Monitor facility and participants after business hours, seven (7) days a week, including holidays; and
- b. Assist Caseworker with the delivery of participant services and activities, as necessary.
- c. Functioning as the facility's receptionist and performing office clerical duties within the facility.

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- d. The Contractor is required to have a maximum Monitor to participant ratio of one (1) Monitor to twenty-five (25) participants (1:25) 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 DRP SSM II, designee.

Minimum Qualifications:

Be at least twenty-one (21) years of age and possess either a high school diploma or equivalent. Possess good interpersonal, written and communication skills.

9. Cook (If food services not subcontracted) (Part-Time or Full-Time Positions)

Responsibilities and duties include, but are not limited to, the following:

- a. Oversee the safe and efficient operation of the culinary area.
- b. Supervise the Assistant Cook(s) (optional).
- c. Purchase and properly store food. Plan and serve meals.
- d. Ensure kitchen activities conform to policy and procedures and with State and local health department sanitation requirements.
- e. Develop and follow approved menus that meet nutritional standards consistent with CDCR regulations, policy, and procedures.
- f. Prepare meals for the population housed at the facility.

Minimum Qualifications:

Possess at a minimum a high school diploma or a GED with one year experience in the efficient operation of a culinary area OR two (2) years of experience in the efficient operation of a culinary area, and obtain a California Food Handler Card within thirty (30) calendar days of hire.

V. DESIGN

The Contractor is responsible to establish and maintain one (1) Placement Office within the contracted program area. The Placement Office location (upon award) is listed in Exhibit A-2, STOP Placement Location. The Contractor shall have administrative oversight to process referrals, determine initial placement and for the provision of transportation needs, assessments and case management services, as identified in this agreement.

The Contractor shall establish and provide technical assistance, oversight and monitoring of contract compliance to a network of subcontracted CBPs responsible for the provision of modality services as defined in this Agreement. The Contractor shall ensure the design, development of, and implementation of programs that are evidence-based, gender-responsive, trauma-informed, culturally competent, family-focused, and strength based, while utilizing Motivational Interviewing (MI) techniques.

The Contractor shall ensure all programming incorporates, at a minimum, the following:

A. Evidence Based Programs (EBP)

The Contractor shall ensure the provision of integrated programming approaches based on theories that fit the psychological, social, and developmental needs through EBP. These areas include, but are not limited to: physical, sexual and emotional abuse, family relationships, trauma, substance use disorders, co-occurring disorders, educational, and vocational skills.

The Contractor shall ensure the utilization of EBP through appropriate training and technical

assistance to ensure programming is implemented with fidelity to the model to achieve the desired outcomes. The Contractor shall be responsible for all costs related to implementation and maintaining the integrity/delivery of programming.

B. Evidence-Based Curriculum

All treatment program components delivered by the Contractor shall be evidence-based treatment curricula selected from the PEW-MacArthur 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 PEW-MacArthur Results First Clearinghouse, substantiated proof of evidence-based documentation must be provided to the DRP PA. The curriculum shall be submitted for approval for use to DRP SSM II, or designee. Only approved curriculum shall be used in the treatment program components.

C. Program Fidelity

The EBPs have specific requirements that may affect the Contractor's ability to implement a program with fidelity to the model. The Contractor shall be responsible for all costs related to implementation and maintaining the integrity and/or delivery of EBPs. The Placement Office staff shall perform fidelity reviews to ensure selected EBPs are being implemented with accuracy to the model. These reviews shall be conducted annually during their physical site inspections.

D. Gender Responsivity

The Contractor shall ensure all services encompass, at a minimum, the following: creating an environment through site and staff selection, program development, content and materials that reflect an understanding of the realities of specific genders. The Contractor shall ensure all programming approaches are based on theoretical perspectives that acknowledge gender specific pathways into the criminal justice system.

E. Cultural Competence

The Contractor shall ensure all services encompass at a minimum, the following: the process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientation, and other diversity factors. Cultural competence requires such responses in a manner that recognize, affirm and value the worth of individuals, families and communities, while protecting and preserving the dignity of each.

F. Trauma Informed

Trauma is the experience of violence and victimization including sexual abuse, physical abuse, severe neglect, loss, domestic violence, and/or the witnessing of violence, terrorism, or disasters. Trauma and addiction are interrelated issues in the lives of individuals incarcerated or on parole. The Contractor shall ensure all programming services are provided with the understanding of trauma informed principles and how deviations from these principles may trigger trauma related responses.

G. Family-Focused

The Contractor shall ensure the provision of services to strengthen family systems by encouraging families to become self-reliant, promote healthy family reunification, and positive parenting, while providing a course specific to developing effective parenting skills.

H. Strength-Based

The Contractor shall ensure the provision of services, which build upon the participant's

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strengths in order to raise motivation for treatment by empowering participants to recognize personal responsibility and accountability, while providing positive behavior support through peers or mentors with the utilization of positive reinforcements.

I. Motivational Interviewing Techniques

The Contractor shall utilize MI techniques to initiate and maintain participants' behavior changes throughout the duration of programming services.

VI. STOP PLACEMENT OFFICE PARTICIPANT ADMINISTRATION SERVICES

The Contractor shall provide within thirty (30) calendar days of Agreement execution, to the DRP PA policies and procedures describing each activity identified in this section, and how they will be performed.

A. Administrative Oversight

The Contractor shall, at a minimum:

1. Ensure participants are provided programming and services according to evidence-based principles as stated throughout this agreement and as determined by individual risks and needs assessments.
2. Implement performance measures for each of the program components and measure the progress of the participant against the goals, objectives and tasks laid out in the participant's CMP.
3. Document programming, services, referrals, changes in risk and needs, and progress for all participants on a monthly basis in the participant's CMP. The CMP shall document all program and services delivered, including the number of hours of participation in each area.
4. Participants shall be actively engaged in programming services. Non-participation shall be reported to the AOR for disciplinary actions.
5. Maintain an accurate and verifiable data server as required by CDCR guidelines.
6. CDCR may require additional performance measures with a minimum of thirty (30) calendar days written notice.

B. Community Transition Contacts and Outreach

The Contractor is responsible to ensure Community Transition Contacts and Outreach activities are performed within the contracted Program Area.

1. Contacts

The Contractor shall ensure the assigned staff conducts ongoing contacts with inmates, In-Prison Programs Program Director, STOP Placement Office staff, AOR, and CTP staff beginning one hundred fifty (150) calendar days prior to release in order to develop community transition plans. The Contractor shall ensure all pre-release contacts are documented in the STOP case management file. Pre-Release Contacts may include the following:

- a. Face-to-face contacts with the inmate, STOP staff, In-Prison Programs Program Director and CTP staff (if assigned).

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- b. Contacts with the designated STOP staff.
- c. Telephone contact with the AOR and STOP staff.

2. Outreach

A Global Presentation describing and defining all community programs offered to participants shall be collectively created by a consortium of DRP STOP Contractors. The Contractor shall work collaboratively with all STOP contractors to ensure accurate information is disseminated regarding CDCR programming. The Contractor shall provide to the DRP PA for review and approval, a copy of the Global Presentation sixty (60) calendar days prior to use.

At a minimum, the STOP staff shall be responsible to provide the outreach presentations as follows:

- a. Presented quarterly at all CDCR institutions within the awarded Program Area as identified on Attachment 1, STOP Program Map, or locations deemed appropriate by CDCR.
- b. Scheduling of the Global Presentation must be coordinated through the In-Prison Programs Contractor, or staff identified by CDCR.
- c. Documented at the STOP Placement Office with sign-in sheets to include the following:
 - 1. name of the institution
 - 2. date and time of presentation
 - 3. name and signature of the STOP presenter
 - 4. name, CDCR number, and signature of each attendee

C. Pre-Release Referral

The Contractor shall accept referrals and coordinate placement from DAPO/CTP staff on behalf of inmates during pre-release from CDCR institutions.

STOP Placement Office shall initiate program placements upon receipt of a CDCR 3005, Parole Verification Document, and shall provide a conditional approval of placement which is subject to change. A "Conditional Approval" shall mean the STOP Placement Office has secured placement into a specified CBP facility. If upon release, the specified CBP facility does not have availability; the participant will be given priority placement to a comparable CBP facility.

STOP shall ensure offenders being released from an institution shall be admitted to STOP CBP facility after normal business hours and/or weekend hours without a delay.

Upon release from custody, the AOR shall generate and provide an Activity Report, CDCR 1502 (Attachment 5) referral to the Contractor.

D. Referral

The Contractor shall accept referrals and coordinate placement from CDCR, the participant or the Participant Reentry Court. Upon receipt of a referral, the Contractor's STOP Placement Office shall initiate the participant admission process. All referrals shall be confirmed with an Activity Report, CDCR 1502 (Attachment 5).

Participants who are identified or presumed as eligible to receive Drug Medi-Cal funded services, or other assistance, shall be referred to those services prior to placement by the

Contractor. The Contractor shall provide assistance to participants with enrollment of such services.

E. Eligibility

All participants on parole supervision are eligible for the programs and services available through STOP; however, CDCR shall have the final decision regarding program placements and retains the right to remove participants from the program at any time. The Contractor shall provide reasonable accommodations for participants with disabilities eligible to receive services. CDCR shall deny placement for facilities with children residing on site under the following circumstances:

1. Individuals with current or past convictions for PC 273(A), Cruelty to Children with Great Bodily Injury; and
2. Individuals required registering as sex offenders under PC Section 288 or who have a history of crimes against children.

CDCR shall consider placement under the following circumstances on a case-by- case basis:

1. Participants who are designated high notoriety.
2. Participants who are required to register pursuant to PC Section 290 (Sex Offense) and/or PC 457.1 (Arson).
3. Participants in custody with pending local misdemeanor charges, which could result in county jail time.
4. Participants with case factors considered to be a danger to others, including, but not limited to; a participant documented as an enemy of a person(s) in the program; a participant whom a current program participant has a restraining order against; a participant with rival Security Threat Group affiliation, etc.
5. Participants who are identified as members of a CDCR Security Threat Group I or II.
6. Participants classified as Enhanced Out-Patient (EOP).

F. Initial Placement

The Contractor shall ensure each referral is administratively processed within three (3) business days of receipt, based on information received from CDCR. The participant shall receive initial placement upon release or as defined by the referral documents. If appropriate placement documentation is not received, it is the Contractor's responsibility to contact the AOR to determine appropriate initial placement. CDCR reserves the right to approve or deny any placement.

G. Placement Assessment

The Contractor shall select, train and implement an evidence-based assessment tool. The Contractor is responsible for the interpretation and administration of their selected assessment tool.

The Contractor shall ensure an evidence-based assessment is conducted to determine the most appropriate level of programming for each participant. The results of the assessment

shall be used to develop the goals, objectives, and tasks of the CMP. The Contractor shall ensure the assessment results and its significance in the development of the CMP are understood by staff. A copy of the completed assessment shall be provided to the CBP for each participant.

H. Length of Stay/Extension

For any extensions or additional program time beyond the one hundred and eighty (180) accumulative calendar days, a Program Extension Request shall be approved by the DRP PA or their designee. No participant shall be allowed to remain in the program for more than three hundred and sixty-five (365) accumulative calendar days unless approved by the DRP SSM I or designee. FOTEP is an exception to the three hundred and sixty-five (365) accumulative calendar day rule, as participants can reside at the FOTEP facility for up to fifteen (15) accumulative months, and shall not exceed fifteen (15) accumulative months, unless approved by the SSM II or designee. If a participant is enrolled in the 52 Week Batterer's Program and/or Vocational Employment Programs, an extension request to complete the program is not required.

Any participant who is re-referred to the Program within ninety (90) calendar days of program discharge or exit is not considered a new participant/new episode and shall be subject to program extension approval. If a participant is re-referred to the program to attend the 52 Week Batterer's Program and/or Vocational Employment Programs, an extension request to complete the program is not required.

I. Participant Transportation

1. The Contractor shall provide Americans with Disabilities Act (ADA) accessible transportation (within their Program Area) for participants to the STOP locations upon release from designated CDCR's institution locations and upon completion of STOP services to the participant's parole unit.
2. Each STOP Placement Office is required to provide and coordinate transportation services through the STOP Placement Office within the Program Area.
3. The Contractor shall provide transportation for the Participants to the designated STOP facility. Each STOP Contractor shall be responsible to provide participant transportation services within the Program Area. The STOP Contractor shall be responsible for transportation within their assigned Program Area. The receiving Contractor shall coordinate with STOP Contractors in other Program Areas to provide transportation services for participants throughout the entire State of California. Prior written authorization, initiated by the receiving Contractor, for each transport is required when more than one (1) Contractor is involved in the transportation of a participant.
4. If transportation from a remote institution requires overnight accommodation, STOP Contractor shall request prior written approval from the DRP PA.
5. Public transportation can also be utilized by the Contractor for those Participants in-route to their county of parole. If a participant utilizes personal funds for public transportation from a designated CDCR location directly to the STOP location, the Contractor shall reimburse the participant the cost of the transportation within thirty (30) calendar days of consecutive programming. The participant shall be required to submit verification of transportation for reimbursement by the Contractor within fifteen (15) calendar days of the date the transportation was completed.

J. Case Management

1. CMP

Upon completion of the placement assessment, the Contractor shall prepare an individualized CMP for each participant. The goals, objectives, tasks and target needs in the CMP shall be based on the placement assessment(s) results.

- a. 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 placement assessment.
- b. The STOP Case Manager shall complete the initial CMP and ensure that both their signature and the participant's signature is on the initial CMP. The CMP shall be retained in the participant's case file.

2. Case Management Plan Review

Participants shall contribute and participate in their reoccurring Case Management Plan Reviews (CMPR). Administration of the CMPR shall include notifying the participant as to the purpose of the review. The Program procedures on CMPR shall be inclusive of the following components:

- a. The STOP Case Manager, and the Job Developer (if applicable) are encouraged to work with the AOR to develop collective goals, objectives, and tasks for the participant to achieve.
- b. Documentation of the review shall be placed in the participant's case file.

3. Case Management One-on-One

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.

4. Discharge Plan

The Contractor is responsible to ensure every participant has a discharge plan. Participants shall be involved in creating and updating discharge plans with their assigned STOP Case Manager. A copy of the discharge plan shall be maintained in the participant's file unless otherwise approved by the DRP PA in writing.

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

1. Residency accommodations
2. Mental health/medical information
3. Employment
4. Continued education (if applicable)
5. Transportation options
6. SUDT and/or other related Treatment maintenance to include, at a minimum:

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- a. List of local area self-help group meetings
- b. Relapse prevention information

VII. NETWORK OF COMMUNITY BASED PROVIDER FACILITIES

The Contractor is responsible for ensuring services are provided through the use of a network of CBP Facilities. The Contractor shall subcontract with these CBP's and ensure that the subcontracts adhere to the Scope of Work (SOW) and are in accordance with the provisions detailed in this agreement. The Contractor shall ensure the daily capacity listed within Exhibit A, SOW, Section I. General Information, Subsection B. Location and Capacity is available through the Network of CBP Facilities throughout the term of this agreement, unless changes are authorized by the DRP SSM I or designee in writing.

The Contractor shall request prior written approval from the DRP PA before adding an affiliate CBP to the network. CDCR defines an affiliate as, "an organization that is a member of another organization." The Contractor and/or its affiliates may provide services of no more than 25% of the total funds utilized in the Budget Proposals (Exhibits B-1.1 - 1.7), Category G. Services Modalities per month, without prior written approval from the DRP PA.

The Contractor shall be responsible for obtaining written approval from DAPO regarding any requests for mixed populations (e.g. county, city, federal, private entity programs, etc.) that may be co-located at any CBP facility (Attachment 6, Multiple Program Request for Mixed Population). Upon DAPO's approval, the Contractor shall obtain approval from the DRP Chief or designee. The Contractor shall provide a copy of DAPO's written approvals to the DRP PA within thirty (30) calendar days of notification and prior to program implementation. In addition, CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the CBP facilities and to review the criminal history of non-STOP participants residing at the CBP facility.

The Contractor shall provide a copy of each CBP subcontract template to the DRP PA for approval and prior to use upon agreement execution. The Contractor shall provide the DRP PA a copy of all executed CBP Packets, within thirty (30) calendar days of agreement execution. The CBP Packets shall consist of the following:

1. Modality Cost Sheet (as appropriate) (Templates will be provided upon Agreement Execution)
2. DHCS license and/or certification (if applicable)
3. Business License
4. Liability Insurance
5. Pest Control Contract – Signed
6. Sub-Contract Agreement – Signed
7. Lease Agreement – Signed and/or Proof of Ownership

If any CBP Packets are revised or a new CBP is added to the network, the Contractor shall ensure to provide the revised CBP Packet to the DRP PA for approval in writing, within thirty (30) calendar days prior to activation and/or deactivation. The Contractor shall ensure all CBP Packets are finalized prior to placing any participants at the CBP facilities, and no retroactive placements will be approved, unless approved by the DRP SSM II or designee. Sub-Contractor or Consultant expenditures will be disputed if agreements are not on file with DRP.

The Contractor shall conduct annual physical site inspections of all non-affiliated CBP Facilities, documented by a report, to ensure compliance with the provisions of this agreement. During the review process, the Contractor shall observe programming and review

participant documentation to monitor the quality of the services contracted. The Contractor shall review case file material to ensure that adequate documentation is being maintained. The Contractor shall develop and provide to the DRP PA a physical site inspection schedule within thirty (30) calendar days of agreement execution and within thirty calendar days of every new Fiscal Year (new Fiscal year begins July 1). The Contractor shall provide a copy of the physical site inspection reports annually to the DRP PA within sixty (60) Calendar days of the physical site inspection.

A. Types

The Contractor shall develop and maintain a network of CBP facilities as follows:

1. Licensed Substance Use Disorder Detoxification

The Contractor shall provide a DHCS, LSUDD detoxification facility within the Network of CBP's. Admission and length of stay in a LSUDD facility shall be based upon assessed need. A participant shall be considered to have completed detoxification services when symptoms of physical withdrawal process are no longer present. Upon completion of the detoxification period, the Contractor shall make arrangements for the participant to attend appropriate programming or implement a discharge plan, and shall provide twenty-four (24) hour, non- medical services. Detoxification services shall include:

- a. Intake/admission;
- b. Food/housing;
- c. Withdrawal assessment;
- d. Detoxification observation, monitoring and supervision;
- e. Medical care referral;
- f. Crisis intervention referrals.

2. Licensed Substance Use Disorder Treatment

The Contractor shall provide LSUDD facilities licensed by DHCS. LSUDD facilities shall provide twenty-four (24) hour, non-medical services. Services shall include substance use disorder treatment (SUDDT), substance use disorder education (SUDE), group or individual sessions; recovery, and treatment planning services. Comprehensive SUDDT services shall be provided to participants who have been assessed with a medium to high need for SUDDT services.

The activities shall involve face-to-face interaction between designated program staff and participants. Attendance shall be according to a specified schedule. The scope of activities within Residential Services shall include:

- a. Rehabilitative Services
- b. Counseling - Individual/Family/Group
- c. SUDDT Assessment/Treatment Planning
- d. Services focused on developing cognitive and behavioral skills for management of stress, anger, and violence related to criminality
- e. Preventative and primary health care services referrals
- f. Health Education services referrals
- g. Employment and Educational services and/or referrals
- h. Life Skills program and/or referrals
- i. Community referrals
- j. Social and recreational activities

3. Female Offender Treatment Employment Program

The Contractor shall provide twenty-four (24) hour, non-medical services to participants through a DHCS licensed female with children only residential treatment facility. The FOTEP facility shall have the ability to house participants' dependent children.

Services shall include SUDT, SUDE, group or individual sessions, detoxification service, recovery, and treatment planning services. Comprehensive treatment services shall be provided to participants who have been assessed with a medium to high need for SUDT services. The activities shall involve face-to-face interaction between designated program staff and participants. Attendance shall be according to a specified schedule.

The scope of activities within Residential Services shall include:

- a. Rehabilitative Services
- b. Counseling - Individual/Family/Group
- c. SUDT Assessment/Treatment Planning
- d. Services focused at developing cognitive and behavioral skills for management of stress, anger, and violence related to criminality
- e. Preventative and primary health care services referrals
- f. Health Education services referrals
- g. Employment and Educational services and/or referrals
- h. Life Skills program and/or referrals
- i. Community Referrals
- j. Social and Recreational Activities

4. Reentry and Recovery Housing (RRH)

The Contractor shall provide short term RRH facilities with minimal barriers to enrollment, so that periods of sobriety, income requirements, clean criminal records, or clear eviction histories are not required, subject to safety and security of other housing participants, state law, or conditions of parole.

Participants voluntarily reside in the RRH housing setting, which is targeted towards individuals in recovery with an abstinence focus. Participants engaged in services shall be offered resources to help achieve goals focused on stable income, employment, permanent housing, and housing stability. Holistic services and peer-based recovery support are available to participants while enrolled in the RRH facility. Services shall align with the participant's choice and prioritization of personal goals of sustained recovery and abstinence from substance use. The Contractor shall ensure the following:

- a. RRH shall be made available to participants who have an identified need for housing and an assessed need for treatment.
- b. Contractors are encouraged to provide RRH to PC 290 participants.
- c. RRH services shall be documented and kept on file at the STOP Placement Office.
- d. Participants shall be provided personal privacy space, 24/7 access to the residence, and community space for resident gatherings and meetings, subject to residency guidelines or rules.
- e. Participants housed at RRH facilities shall be provided with prepared meals, provisions, or the ability to secure the provisions to prepare three (3) nutritionally balanced meals per day, seven (7) days per week. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, participants shall be provided provisions for special diets

- related to their religious preferences and practices. Participants shall be provided provisions for special diets for medical reasons with a medical practitioner's written instructions.
- f. The RRH community-based subcontractor shall designate an RRH House Manager and an alternative RRH House Manager to ensure the coverage detailed below. Any staffing is for the purpose of property maintenance and assuring adherence to the rules of residence only.
 - g. All RRH facilities shall have a house manager available seven (7) days per week. The house manager shall be onsite during evening hours through the morning hours from 10:00 PM to 6:30 AM. The house manager, or an approved designee, shall be available by telephone seven (7) days per week for twenty-four (24) hours per day or when not on-site.
 - h. Participants may be discharged if their behavior conflicts with the guidelines of the RRH or disrupts or impacts the welfare and recovery of other participants that reside at the RRH. Substance use and relapse shall not be treated as an automatic cause for discharge from RRH. Instead, a participant may be referred to a level of care appropriate to their assessed need.
 - i. The participant may be re-referred to the RRH if they express a renewed commitment to participating in treatment and living in a housing setting targeted to individuals in recovery. All placements are subject to availability of program slots and funding. Participants who are discharged, or determine they are no longer interested in residing in an RRH setting, will be offered linkages and/or referrals to other housing service options, including housing operated with harm reduction principles.

5. Returning Home Well Housing- (RHWH)

The Contractor shall establish a service modality, known as "Returning Home Well Housing (RHWH)". The RHWH shall be utilized for participants that are within ninety (90) calendar days of release, with an identified housing need ONLY, and have not been assessed for wrap around services. Participants shall receive up to ninety (90) calendar days in the RHWH and shall be permitted to receive a ninety (90) calendar day extension, with approval by the CDCR SSM I or designee. The total length of stay shall not exceed 180 calendar days while residing in the RHWH. If it is determined that a participant is in need of wrap around services, the participant shall be removed from RHWH modality and placed into the RRH modality (if applicable) and/or appropriate treatment modality (outpatient/residential services).-

The RHWH modality shall provide shelter, clothing, essential toiletries, and supervision for all STOP participants residing at the facility, but shall be prohibited from providing treatment services.

Participants housed at RHWH facilities shall be provided with prepared meals, provisions, or the ability to secure the provisions to prepare three (3) nutritionally balanced meals per day, seven (7) days per week. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, participants shall be provided provisions for special diets related to their religious preferences and practices. Participants shall be provided provisions for special diets for medical reasons with a medical practitioner's written instructions.

All RHWH facilities shall have a House Manager available seven (7) days per week. The House Manager shall be onsite during evening hours through the morning hours from

10:00 PM to 6:30 AM. The house manager, or an approved designee, shall be available by telephone seven (7) days per week for twenty-four (24) hours per day or when not on-site in order to provide supervision. Any staffing is for the purpose of property maintenance and assuring adherence to the rules of residence only.

6. Outpatient

Outpatient Services are provided to participants through face-to-face interaction with program staff outside of the participant's residence. Placement shall be determined based on the primary assessed need (SUDT, criminogenic). Outpatient facilities shall be supervised during operational hours. The facility may be utilized by participants other than the CDCR referrals.

Outpatient services may be provided through either of the following:

a. Certified Substance Use Disorder Treatment

The Contractor shall provide CSUDT facilities certified by DHCS. CSUDT services are organized, non-residential services provided by staff in regularly scheduled sessions outside of the participant's residence. CSUDT staff shall provide professionally directed evaluation, treatment and recovery services to participants under a defined set of policies and procedures.

The following scope of activities provided shall address the objectives of the participant's treatment plan:

- Rehabilitative Services
- Counseling - Individual/Family/Group
- SUDT Assessment/Treatment Planning
- Services focused at developing cognitive and behavioral skills for management of stress, anger and violence related to criminality
- Preventative and primary health care services and/or referrals
- General Health Education services and/or referrals
- Employment and Educational services and/or referrals
- Practical life skills counseling, education and training services and/or referrals
- Advocacy and Referral

The Contractor shall provide participants who have a low to medium assessed SUDT need with SUDT outpatient services. The Contractor may also engage a participant in SUDT outpatient treatment as a step-down once residential treatment is completed.

b. Other Outpatient

OOP Services are non-residential professional services which shall be evidence-based interventions to encourage participants to adopt a pro-social, law-abiding lifestyle and help them obtain the skills necessary to function as productive members of society. The services shall focus on helping participants to interpret social cues, identify and compensate for distortions and errors in thinking, generate alternative solutions, and make decisions about appropriate behavior. Such services are provided in regularly scheduled sessions and services function under a defined set of policies and procedures. OOP Services may include the following:

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- Cognitive Behavioral Therapy Interventions
- Employability and Job Development
- Education and Literacy
- Life Skills
- Individual Counseling (Non-SUDT)

B. Physical Requirements

The Contractor shall ensure all facilities are maintained in a clean, safe, secure and sanitary living environment and remain compliant in accordance with federal, state, and local laws. All repairs which affect the health and safety of participants shall be completed within twenty-four (24) hours of discovery.

The Contractor shall ensure facilities providing services under the terms of this Agreement comply with the following:

1. Title II of the American Disabilities Act (ADA), 42 U.S.C., Section 12131. Reasonable accommodations shall be made for participants with disabilities. If on-site parking is available space is reserved for disabled parking, in accordance with the ADA statute.
2. Ensure public transportation is available within one (1) mile from the CBP Facility or transportation shall be provided for medical, employment, or other external support services.
3. Ensure all participants are not locked down in the facility at any time.
4. Develop and maintain written policies and procedures to ensure the safety and security of participants, staff, visitors, and the facility.
5. The Contractor shall ensure all emergency and safety equipment is tested monthly and quarterly drills are performed with results documented and available for review by the DRP PA.
6. Develop and maintain written policies and procedures, to include, at a minimum, instructions for the following:
 - a. Fire prevention safety requirements
 - b. Evacuation plan
 - c. Alert the local fire department
 - d. Alert notification and/or evacuation of all occupants
 - e. Emergency evacuation training
 - f. Quarterly emergency evacuation drills
7. Develop and maintain clear, concise and site- specific emergency evacuation diagrams and ensure they are posted throughout the facility and include the following:
 - a. Identifies the "You Are Here" location that is compatible with the building floor plan.
 - b. Includes the location of building exits, fire extinguishers, and first aid supplies.
8. Ensure all facilities are equipped with and regularly tested smoke detectors and fire

extinguishers. At a minimum, both smoke detectors and fire extinguishers shall be placed in:

- a. Common areas
 - b. Kitchen/break rooms (excluding Outpatient Facilities)
 - c. Sleeping area(s) (excluding Outpatient Facilities)
 - d. Laundry (excluding Outpatient Facilities)
 - e. Maintenance and Storage area(s) (excluding Outpatient Facilities)
9. Ensure all facilities are equipped with emergency lighting, at a minimum, in the main lobby and exit corridors and shall be operational at all times.
 10. Ensure all facilities have fully stocked first aid kits readily available throughout the facility. The telephone numbers of all local emergency service agencies shall be posted and readily available.
 11. Smoking is prohibited in accordance with state law. The Contractor shall post "NO-SMOKING" signs in all sleeping areas, common areas, designated visiting areas, and in the main office of the facility in full view of participants, staff, and visitors.
 12. A list of nearby Alcoholics Anonymous (AA), Narcotics Anonymous (NA), or non-secular equivalent meetings shall be maintained and available at all times in the common area (Excluding RHWH).
 13. Ensure all facilities furnishings, equipment, and appliances work and are replaced when necessary.
 14. Ensure all facilities, where applicable, have adequate classroom/treatment space for programming (e.g. individual/groups (Excluding RRH/RHWH)).
 15. Ensure all facilities maintain monthly pest control services.
 16. Ensure all facilities maintain the maintenance of written policy for inventory, use, storage and disposal of all hazardous, toxic, and volatile substances in accordance with the Hazardous Substances Information and Training Act, Chapter 2-5 (commencing with Section 6360), Part 1 of Division 5 of the Labor Code. Material Safety Data Sheets (MSDS) shall be maintained on-site for all hazardous materials used in the facility. The MSDS shall be posted and immediately accessible to staff and participants wherever these substances are used. Rooms designated for the storage of hazardous materials shall be identified with hazardous material signage. Hazardous, toxic and volatile substances shall not be stored in sleeping rooms, furnace areas, kitchens, dining areas, or in close proximity to stored food or kitchen supplies.
 17. Ensure all facilities have a secured maintenance room for storage of cleaning supplies, tools and equipment. Flammable substances such as gasoline, kerosene and paint thinner shall be stored outside the facility's main structure in approved containers behind locked, properly ventilated and labeled fireproof cabinets.

The Contractor shall ensure residential facilities providing services under the terms of this agreement comply with the following:

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- a. All LSUDD, LSUDT, and FOTEP facilities must possess a valid license, in good standing, with DHCS as defined in Title 9 of the California Code of Regulations. The license shall indicate the ability to operate as a SUDT residential facility for the contracted capacity of participants to reside on site with sufficient living, eating and treatment space;
- b. All LSUDT and FOTEP facility participants shall sign in and out of the facility indicating specific destinations. Participants shall not leave the facility prior to 0600 hours or return no later than 2200 hours, without prior approval by the AOR who may also place additional time restrictions on a case-by-case basis.
- c. RRH and RHHW participants sign a residency agreement that clearly establishes rules, guidelines, and policy and procedures. A copy of the most current residency agreement, for each participant, shall be maintained on site.
- d. Searches of the facility for and securing of contraband shall be in compliance with STOP policy and procedures. Facility searches shall be documented. Any findings of contraband shall be reported as required by the incident reporting protocol.
- e. Adequate sleeping space to include bed frame, box spring, mattress, plastic mattress cover, pillow, and linen. Such items shall be replaced as they degrade or become damaged.
- f. Adequate space for the storage of participant(s) personal items.
- g. All issued linen shall be laundered on a weekly basis or sooner as needed. At a ratio of 16:1, access to an operational large-load washer, dryer and detergent, shall be available at no cost to participant(s).
- h. Dining room areas shall be adequately furnished.
- i. Participants shall be provided a wholesome and nutritionally balanced diet of three (3) meals a day. Sack lunches shall be provided to participants enrolled in LSUDT/FOTEP who are off-site during the day on authorized activities.
- j. Menus shall be posted in locations accessible to participants. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, participants shall be provided special diets related to their religious preferences and practices. With a doctor's or acceptable medical practitioner's written directions, participants shall be served special diets for medical reasons.
- k. Food preparation shall be completed in a kitchen with adequate workspace and a functional stove, microwave oven, refrigerator, and freezer. Staff and participants preparing food shall be cleared for food handling and instructed in the requirements for sanitation and cleanliness before handling food. All food service staff shall have clean hands and fingernails; wear plastic disposable gloves, hair nets or caps, clean aprons, clothes, and shoes.
- l. Daily food services that are subcontracted shall meet the same requirements of food prepared on-site. Subcontracted food service providers shall: 1) adhere to all state and local health and sanitation codes; 2) have a valid business license; and 3) be notified in writing that the provider is subject to CDCR inspection and approval.
- m. All food items shall be kept off the floor and stored in accordance with packaging instructions. All cleaning solutions, detergents and supplies shall be stored separately and away from food, cooking supplies, and serving utensils.
- n. Kitchen and dining room trash shall be stored in properly sealed containers.
- o. Staff shall conduct documented inspections of the kitchen, dining room, and food storage room to ensure that all food service equipment, furnishings, utilities, and handling practices are maintained in a safe and hygienic manner.

- p. Ensure all facilities have secured file storage space and availability of private office space for CDCR staff use, excluding RRH and RWH facilities.

VIII. PROGRAMMING

The Contractor shall ensure the administration of curriculum, management of the program and reporting of each participant enrolled. The Contractor shall develop and maintain policy and procedures describing in detail how programming services at the community level will be monitored to ensure successful programming and contract compliance. A copy of these policy and procedures shall be provided to the DRP PA within thirty (30) calendar days of agreement execution and within thirty (30) calendar days of any revisions.

Participants shall only be placed into programming services that will address their assessed needs. Program services are to be offered on an open entry/open exit basis at various times of the day, including evenings and weekends, in order to accommodate participants' work schedules. The Contractor shall ensure that an alternate program track is made available for those participants who have already completed a treatment regimen while in prison. Ensure all materials (e.g., workbooks, videos) to be utilized for the required programming are made available to the participants. Development and implementation of programming services to include, but not limited to, the following:

A. Cognitive Behavioral Therapy Based Interventions

The Contractor shall provide additional evidence-based interventions based on the principles of CBT to encourage participants to adopt a pro-social, law-abiding lifestyle, and help them obtain the skills necessary to function as productive members of society. The CBT curricula shall be geared toward helping participants to interpret social cues, identify and compensate for distortions and errors in thinking, generate alternative solutions, and make decisions about appropriate behavior. At a minimum, the Contractor shall ensure the provision of CBT curricula for the following:

1. Substance Use Disorder Treatment

Residential non-medical SUDT programming services delivery to participants working to overcome addiction to alcohol and/or other drugs. Treatment services shall be provided in both group and individual sessions and shall include at a minimum substance abuse education, relapse prevention and recovery/ treatment planning services. Attendance shall be according to a planned and specified schedule as identified in the Participant's Individual Treatment Plan (ITP).

2. Anger Management

Anger Management session delivery to address participants that have aggressive and anti-social behavior. The goal is to help displace out-of-control destructive behaviors with constructive pro-social behavior.

3. Criminal Thinking

Criminal Thinking session is a delivery method to address participants that have anti-social thinking and criminal behavior. The curricula shall include, at a minimum, moral development, narcissism, low self-esteem, resistance to change, defensive attitudes, reasoning, and behavioral traits that lead to criminal activity.

4. Family Relationships

Family Relationships session is a delivery method to address participants that are estranged from and/or have dysfunctional family relationships. The curricula shall

include at a minimum, family, and parenting skills. The Contractor shall provide liaison services between participants and their families. The goal is to strengthen and/or renew family foundations by minimizing stress and anxiety during parole and promoting healthy family values and parenting skills.

B. Employability and Job Development

The Contractor shall assist unemployed participants in the following areas: employment preparation, resume writing, skill development, interviewing skills, job search and placement. The Contractor shall offer a variety of resources to transition participants into long-term sustainable work providing the participant has progressed as determined by the Case Manager and AOR. The Contractor shall develop and maintain written policies and procedures that describe how the Employment Development Liaison will work collaboratively with the Job Developer(s) or designee to ensure resources are available to transition participants into long-term sustainable work. The policies and procedures shall describe how the Job Developer or designee will assist unemployed participants based on assessed needs and the duration of their time in the program. A copy of these policy and procedures shall be provided to the DRP PA within thirty (30) calendar days of agreement execution and within thirty (30) calendar days of any revisions.

The Contractor shall:

1. Actively collaborate with employers within the awarded program area to create job opportunities for participants.
2. Notify prospective employers of the Work Opportunity Tax Credit, the fidelity bonding incentive, and any other benefit for hiring participants (refer to the Employment Development Department's website for additional information: www.edd.ca.gov).
3. Prepare and update a monthly roster of those employers willing to hire participants and provide the roster to the Employment Development Liaison and/or CDCR upon request.
4. Make appropriate referrals by utilizing the local Employment Development Department or Local Workforce Investment Board, temporary employment agencies, and community job development agencies.

C. Education/Literacy

The Contractor shall provide or make available an academic literacy program for those participants with assessed educational needs. This may be in the form of a computer literacy program, a General Educational Development preparation program and/or other general adult education programs.

D. Life Skills

The Contractor shall provide or make available basic Life Skills programming to help participants live successfully and function in their multiple roles as members of a family, community, and workforce. Life Skills programming shall include, at a minimum:

1. Effective communication
2. Victim awareness
3. Healthy relationships

4. Health and personal hygiene

5. Financial literacy

E. Family-Focused Services/Family Reunification

Family-focused services with emphasis on family strength and recovery have been shown to produce more successful outcomes, by providing more of the necessary support that result in a successful return to the community. The family shall be engaged in transitional planning and ongoing care through participation in activities. The Family Reunification component of programming shall provide, at a minimum, the following:

1. A supervised process for participants to reunite with their children
2. Develop parenting skills
3. A safe environment for reunification of participants and all family

IX. CBP SERVICES

The Contractor shall require the development and implementation of policies and procedures from each applicable CBP to confirm the delivery of services that include but are not limited to the following (a copy of these procedures shall be made available within thirty (30) calendar days of request from the DRP PA or designee):

A. Participant Orientation

1. All participants receive a "Participant's Orientation Program Handbook" immediately upon arrival to the facility. The handbook shall include, but not be limited to: policies and procedures governing personal conduct, employment, education, counseling, Medi-Cal enrollment, self-improvement, substance use disorders, victim awareness, mail, visiting, use of facility telephones, appeals, daily activities, passes, substance use testing, paid employment, maximum amount of cash permitted, participant grievance process, and the role of each staff at the facility.
2. Conduct an initial orientation for each participant at the facility. At, a minimum, the orientation shall consist of clear expectations of each participant, program rules and a review of the "Participant's Orientation Program Handbook." An acknowledgement of the orientation shall be retained in the participant's file and signed by the staff who conducted the orientation and the participant.
3. Provide a copy of the "Participant's Orientation Program Handbook" to the DRP PA within thirty (30) calendar days of agreement execution and within thirty (30) calendar days of revisions to the handbook. The handbook shall be reviewed and approved by the DRP PA prior to use.
4. Conduct an initial orientation for all participants at facilities with children residing or visiting overnight at the facility and ensure they receive a "Parent's Handbook". The "Parent's Handbook" shall include, but not be limited to, the following:
 - a. Parenting rules
 - b. Children's rules
 - c. Sleeping area
 - d. Meals and snacks

- e. Personal hygiene and necessary supplies
- f. Cooperative childcare services
- g. School requirements
- h. Health care services (including medical, dental, vision, mental health, and medications)
- i. Transportation
- j. Visitation procedures
- k. Disciplinary actions/alternate placement

5. Conduct an initial Children's Accommodations orientation for participants with dependent children upon arrival of the dependent children to the facility. A copy of the "Parent's Handbook" must be provided at the initial Children's Accommodations orientation.
6. Provide a copy of the "Parent's Handbook" to the DRP PA within thirty (30) calendar days of agreement execution. The handbook shall be reviewed and approved by the DRP PA prior to use. All updates, revisions, and modifications shall be provided to the DRP PA within thirty (30) calendar days of the proposed changes.

B. Frequency of Services (LSUDT and FOTEP only)

Participant's programming hours may vary from week to week but shall average twenty-six (26) hours per week over the duration of the participant's stay. Participants shall be actively engaged in programming at least five (5) days per week; however, programming activities should be scheduled across at least six (6) days per week. There shall be a minimum of twenty (20) hours per week of face-to-face individual and group sessions for each participant. In addition, there shall be a minimum of six (6) hours per week of supplemental face-to-face individual and group activities; this may include participation in activities such as a 12-step self-help group. Medical appointments and health and wellness activities may count toward the additional six (6) hours.

Participants who are employed may reduce the amount of required programming hours in accordance with their hours worked. For every verifiable hour of employment, the participant may reduce programming hours by fifteen (15) minutes. Working hours must be verified (e.g. timesheet, paystub, etc.) and documented in the participant's file. Participants must partake in a minimum of twenty-one (21) programming hours per week, which shall consist of 80 percent face-to-face individual and group sessions and 20 percent supplemental face-to-face individual and group activities.

C. Program Schedule

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 the DRP PA, upon request.

The program schedule shall include the following information:

1. Date
2. Start time and end time

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3. Title of program component or service
4. Location
5. Maximum number of participants allowed
6. Facilitator's name and title

D. Secondary Assessment

The Contractor shall utilize an evidence-based secondary assessment to determine appropriate services for each participant. The assessment shall be documented and retained in the participant's case file.

E. Individual Treatment Plan

Upon completion of the secondary assessment, the Contractor shall ensure each participant has an ITP on file. The goals, objectives, tasks and target needs in the ITP shall be based on the secondary assessment(s) results. The SUDCC and/or CBT Facilitator shall ensure that both their signature and the participant's signature is on the initial ITP. The ITP shall be retained in the participant's case file. All ITPs shall include, but are not limited to, the following:

1. Statement of assessed treatment needs of the participant.
2. Statement of goals, objectives, and tasks to address the identified treatment needs.
3. Action steps that shall be taken to accomplish the identified treatment goals, objectives, and tasks.
4. Target date(s) for accomplishment of action steps and treatment goals, objectives, and tasks.
5. Treatment exit planning.

F. Individual Treatment Plan Review

Participants shall contribute and participate in their Individual Treatment Plan Review (ITPR). Administration of the ITPR shall include notifying the participant as to whom the committee members are, and the purpose of the review. The Program procedures in the ITPR shall be inclusive of the following components:

1. A committee shall consist of the Residential and/or Outpatient Program Director, SUDCC and/or CBT Facilitator, Job Developer, and AOR if available.
2. The Job Developer (if applicable), SUDCC and/or CBT Facilitator are encouraged to work with the AOR to develop collective goals, objectives, and tasks for the participant to achieve.
3. Documentation of the review shall be placed in the participant's case file.

G. 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 ITP and next steps, actions, interventions and/or referrals.

H. One-on-One Counseling Sessions

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.

I. Group Counseling

Groups that engage participants in addressing the values and behaviors that contributed to the offender's 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 appropriate CBP staff.

J. Caseload and Group Ratios

The caseload and group size for each CBT Program component shall not exceed a 25:1 participant to counselor/facilitator ratio.

K. Substance Use Drug Screening

The Contractor shall use a non-invasive substance use drug screening process to test participants for alcohol and/or illicit drug use.

1. The Contractor shall test participants on a random basis and for probable cause if behavior exhibited is consistent with being under the influence.
2. The Contractor and/or their Subcontractors may utilize Instant Test Urinalysis (UA) Test Strips.
3. All participants who test positive for alcohol or illicit drugs shall be reported to the AOR within twenty-four (24) hours.
4. Any participant refusing to test shall be reported to the AOR/Officer of the Day/Unit Supervisor immediately.
5. The Contractor shall have accommodations or referral arrangements for participants requiring detoxification in accordance with Title 9 of the CCR.

L. Discharge Plan

The Contractor is responsible to ensure every participant has a discharge plan. Participants shall be involved in creating and updating discharge plans with their assigned SUDCC and/or CBT Facilitator. Administration of the discharge plan shall include notifying the participant as to whom the committee members are, and the purpose of the review. A copy of the discharge plan shall be maintained in the participant's file unless otherwise approved by the DRP PA in writing.

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

1. A committee shall consist of the Residential and/or Outpatient Program Director, SUDCC and/or CBT Facilitator, Job Developer, and AOR if available.
2. Residency accommodations
3. Mental health/medical information
4. Employment
5. Continued education (if applicable)
6. Transportation options
7. SUDT and/or other related Treatment maintenance to include, at a minimum:
 - a. List of local area self-help group meetings
 - b. Relapse prevention information

M. Positive Reinforcements/Motivational Incentives

The Contractor shall ensure that the applicable CBP operates an ongoing Motivational Incentives Program (MIP). MIP shall consist of positive reinforcements and encourage participants to successfully complete each program phase and commit to participate in other program-related services. The Contractor shall encouraged the CBP to work with the AOR to develop a combined incentive program/process to support pro-social behavior and positive programming. Participants must be actively engaged in programming. Each motivational incentive shall receive prior written approval by the Placement Office Program Director or designee.

Motivational incentives shall not be cash-based, but may include:

1. Welcome packets, work equipment, work attire, housing vouchers, application and registration fees for General Educational Development (GED) and college, purchase of school and trade books, dress for success, and farewell packets;
2. Donated items from community organizations that shall be for participants use only;
3. Vouchers shall not exceed fifty dollars (\$50) per award. The fifty dollar (\$50) threshold may be increased on a case-by-case basis, with prior justification and approval from the AOR and DRP PA.

All incentives shall be documented and include the participant's name and CDCR number.

N. Participant Savings Fund (PSF)

The Contractor shall ensure the CBP establishes a PSF for participants enrolled in the network.

1. Participants shall be required to place seventy five (75) percent of their net income into the PSF. While participants are enrolled in the network, their income shall not be used to purchase expensive personal items, e.g. automobiles, motorcycles, stereo sets, or jewelry, without prior written approval from their assigned AOR. All governmental

assistance shall be considered as income and treated with the same procedure set in place for participants while in the network. If a participant is removed from the program either voluntarily or involuntarily (including absconders), but has funds left in their PSF, the Contractor shall ensure the CBP forwards a check to either the AOR or the participant, as designated by the AOR, no later than three (3) business days after removal from the facility.

2. The Contractor shall ensure the CBP maintains accounting records necessary to provide for the recording of all transactions that correspond with the PSF. The accounting system shall also provide accurate and current information relative to each individual participant record included within the PSF. All entries to the PSF shall be supported by sufficient and relevant source documentation.
3. The Contractor shall ensure the CBP conducts monthly reconciliations to ensure the accuracy of the accounting records. The PSF shall not be utilized for the expenditures relative to the operation of the facility or any other expenditure not authorized by the participant and approved by the assigned AOR.
4. The Contractor shall ensure the CBP retains a file of all financial data relevant to each individual participant. Data shall include, but is not limited, to paycheck and paycheck deduction records, and PSF transactions. The Contractor shall retain such records for three (3) years from the date the participant leaves the facility.

O. Self-Administered Medication

The Contractor shall ensure the CBP provides the provision of self-administration of medication by participants at LSUDD/LSUDT/FOTEP facilities through the following:

1. Each facility shall have a secured medicine cabinet in an area controlled by staff. Medications shall be monitored in compliance with Department Operations Manual (DOM) Section 83080.4. The cabinet shall include log sheets on each medication that includes the participant's name, CDCR number, and dosage.
2. The log shall also identify the date and time medication was observed being self-administered, amount of medication remaining, name, date and initials of staff that observed the self-administered dosage and the participant's signature.
3. All outdated and discarded medications shall be properly disposed of in accordance with Title 9 of the CCR and federal guidelines. Disposal of sharps shall be disposed in accordance with Health and Safety Code Section 118275-118320. Disposal of medication and sharps shall be documented in the daily logbook with two (2) signatures to verify the date and method of disposal. Labels on the packaging shall be destroyed. In addition, each STOP facility shall have a locked and refrigerated storage area for medication requiring refrigeration.

P. Passes

All participant passes shall be maintained in the participant's file. Participants adhering to the STOP program requirements shall be allowed community leave, which includes overnight visits for family reunification. The noted passes shall be limited to the time necessary to accomplish the stated purpose. The participant shall return to the facility with documented verification of his/her authorized activities. The AOR shall grant participants community leave on passes for more than six (6) hours.

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Passes shall be issued for up to six (6) hours per pass, unless prior written approval is obtained from the AOR and shall be taken between the hours of 0600 through 2200 hours for the following activities:

1. Shopping for essential personal items (clothing, toiletries, and work tools)
2. Medical and dental appointments
3. Arranging parole plans with participant's AOR
4. Participating in appropriate and scheduled recreational or social activities (with AOR approval)
5. Attending a religious activity
6. Seeking employment
7. Arranging post release housing and living arrangements
8. Other activities as approved by the Parole Agent Liaison
9. Education

Q. Participant Medical Care (LSUDD, LSUOT, CSUOT and FOTEP only)

The Contractor shall ensure the CBP provides the following:

1. Development and implementation of written procedures for both routine and emergency medical care of participants. The procedures shall address actions to be taken in the event of the death of a participant and also incorporate CDCR's procedures. No participant shall be denied the opportunity to seek medical attention.
2. Implementation and maintenance of a provider network capable to accommodate participation in Medically Assisted Treatment (MAT).
3. Appropriate reasonable accommodations and plans for participants with special needs shall be documented.
4. Communication regarding notification to the Contractor (the Contractor shall notify the DRP PA immediately, upon receipt of notification) to determine a course of action for any participants' health-related problems that interferes with a participant's ability to remain at the facility. If the participant can remain at the facility, the Contractor shall ensure the CBP provides the participant adequate information to secure the necessary medical appointment and assist with transportation.
5. Intake screening for participants that include citizenship status, Veteran status, American Indian/Alaskan Native status, and medical and/or mental health conditions.
6. Health care coverage application assistance shall be provided to participants who did not apply for health care coverage while in prison; do not currently have health care coverage; have had their health care coverage suspended or terminated; or do not have the means

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to pay for health care. The following health care coverage applications and/or renewal assistance shall be provided:

- a. Affordable Care Act (ACA)
- b. Medi-Cal
- c. Retirement
- d. Survivors
- e. Disability Insurance (RSDI)
- f. Supplemental Security Income (SSI)
- g. Veterans Affairs Health Benefits
- h. Indian Health Services
- i. Other Health Care Coverage, as applicable

R. Clothing and Shoes

The Contractor shall ensure the CBP refers participants to local, charitable organizations for clothing needs and/or maintain an adequate on-site clothing locker.

S. Property

The Contractor shall ensure the CBP provides protection and disposition of participant property in accordance with the CDCR policy (DOM Section 54030) and state law (PC Sections 5061-5063). The Contractor shall ensure that the CBP includes in their procedures inventory upon reception, secure storage during residency, and disposition when the participant terminates the program.

T. Community Partnerships

The Contractor and CBP shall link participants with community partners and or resources to address the participants' specific needs. The Contractor shall foster ongoing public and private partnerships with community agencies and providers to better serve participants and ensure seamless delivery of services. The Contractor shall provide access to and/or training on existing programs/services and maintain current, updated resource materials. Conduct community outreach by meeting monthly, with local agencies and parole offices to promote their program and develop a collaborative network of service-based connections for participants.

X. ADMINISTRATION

The Contractor shall ensure the administrative integrity of all facilities and services within the STOP network of CBPs are maintained at all times. The Contractor shall participate in the evaluation of the program and assist the designated evaluators in information collection efforts and program analysis. Policies and procedures shall be submitted to the DRP PA within thirty (30) calendar days of agreement execution, and within thirty (30) calendar days of any revisions. The policy and procedures shall at a minimum, describe how to maintain administrative control, and the Contractor shall incorporate the following components:

A. Subcontract Responsibilities

1. **Subcontractor Changes** – Contractor shall ensure change in sub-contractors or consultants, either by Amendment or Budget Transfer Request (BTR) during the term of the contract shall be subject to the following requirements:
 - a. Subcontractor or consultant agreements of \$4,999 or less require the Contractor to obtain at least three informal bids. If three informal bids are

unattainable, the Contractor shall document the reason why. Documentation shall include advertisements, bids received and shall be maintained by the Contractor. The written bid documentation shall be included in the BTR submission.

- b. Subcontractor/consultant agreements of \$5,000 up to \$14,999 require the Contractor to obtain at least three formal written bids or submit a sole source document to DRP for approval. Three bids and/or sole source document must be included in the BTR submission.
- c. Subcontractor/consultant of \$15,000 or more shall be awarded to the lowest responsible bidder or under an approved evaluation criteria making all efforts to comply with the Disabled Veteran Business Enterprise (DVBE) participation program requirements. If specific evaluation criteria are utilized, a minimum of 30 percent of the points shall be allocated to cost. Documentation must be included in the BTR submission.

Sole source or specific evaluation criteria require prior written approval from the DRP Section Chief or designee. Failure to comply with the requirements may result in delay or disallowance of payments of invoices.

2. Subcontract Reimbursement

- a. The Contractor shall ensure that all Subcontractors (affiliate or non-affiliate) are reimbursed within forty-five (45) calendar days of receipt of a Subcontractor's invoice. Compensation to STOP Subcontractors shall be for actual utilization of services rendered. All Subcontractor invoices must have supporting documentation verifying the participant's name, CDCR number, STOP facility name, type of services provided, rates and units of service. The term "Residential Services" shall be used when referring to the actual cost of the bed space (Residential Treatment). These terms will also be used on the approved form for billing/invoicing.
- b. The Contractor shall review and approve the invoicing to verify proper billing for services. Upon completion of the review process, the Contractor shall send an invoice to CDCR. All Contractor invoices must have supporting documentation verifying the participant's name, CDCR number, STOP facility name, type of services provided, rates and units of service. CDCR shall reimburse at the actual rate invoiced by the Subcontractor. For disputed invoices, the undisputed amount shall be paid within the forty-five (45) day requirement.
- c. 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.

B. Fiscal Systems and Responsibilities

1. The Contractor shall establish and maintain an adequate accounting and internal administrative control system. The Contractor is required to establish and maintain an accounting system that at a minimum includes the general ledger accounting structure and subsidiary accounting records. The accounting records must identify the receipt and

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the expenditure of all contract funds. Overall, the accounting systems should conform to Generally Accepted Accounting Principles (GAAP). Accounting systems for this contract may be on an accrual basis.

- a. 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 must provide accurate and current financial reporting information. All accounting records and supporting documentation must maintain a clear audit trail.

- b. All general ledger account entries must be supported by the subsidiary records and the original source documentation. The format of the subsidiary records is determined by the Contractor.
2. The Contractor is required to maintain accurate, complete, and orderly records. All Agreement records and documents must be adequately protected from fire, theft or other damage or loss. If Contractor does not store records at the program's principal office, then the Contractor must maintain a written index of the records and ensure the files can be easily accessed.
 3. The Contractor shall ensure all program books, documents, papers, and records relating to the program must be accessible to the CDCR or its authorized representatives.
 4. The Contractor shall retain all contract 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.
 5. The Contractor agrees that the development, management and modification of the program budget shall be in accordance with the policies, procedures, and guidelines contained in the Budget Details and Payment Provisions (Exhibit B), Billing and Invoicing Guidelines (BIG) (Exhibit B-4), and the Budget Proposals (Exhibits B-1.1 - 1.7). Additionally, the following shall be provided to the DRP PA within thirty (30) calendar days of agreement execution, and within thirty (30) calendar days of any revisions:
 - a. Proof of program facility insurance coverage, to include vehicle insurance and ensure that the insurance complies with the State of California Requirements.
 - b. All lease agreement terms/specifications including facility, vehicles, etc.
 - c. Cost allocation plan for shared space, staff, indirect cost, staff benefits, etc.
 6. Any costs associated with the management of the Agreement shall be included in the budget in accordance with the BIG 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.
 7. Purchase or lease the necessary hardware, software, and other necessary equipment

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and maintenance agreements to administer the program, in accordance with the BIG (Exhibit B-4). The completed Non-Expendable Equipment Form (Exhibit B-3) shall be provided to the DRP PA within thirty (30) calendar days of agreement execution, and within thirty (30) calendar days of any revisions.

8. Any reimbursable costs associated with this Agreement that shall be necessary to complete the SOW, shall be in accordance with the BIG (Exhibit B-4), and shall be supported with source documentation upon CDCR request.
9. All vehicles purchased or leased with STOP funds must receive written approval from the DRP PA prior to purchase or lease. These vehicles will be accounted for on a tracking system inventory maintained by the Contractor and provided to CDCR upon request.
10. The Contractor shall complete a monthly travel log on all leased/purchased vehicles with STOP funds and/or vehicles used to transport participants where mileage reimbursement is being requested. The monthly travel log must include the following data elements: month, year, headquarters of car, STOP Name, date, odometer reading (start and end), trip miles from location, time of departure to location, time of arrival, storage, driver name, reason for transport, participant(s) name and CDCR number. The monthly travel log shall be provided to CDCR upon request
11. The Contractor shall provide a plan and a line item budget for the transportation of participants. The transportation budget will be incorporated into the overall budget. The CDCR reserves the right to amend any/all transportation plans to facilitate efficient operation throughout the State. The transportation budget will be utilized in accordance with the BIG.

C. Operations Manual

The Contractor shall prepare and maintain a current operations manual that describes the STOP's purpose, philosophy, programs, services, policies and procedures. The manual shall define the approved methods of implementing and executing the terms of this agreement. The manual shall be kept at each STOP Placement Office and be available to staff, volunteers, and CDCR designee(s). A copy of the manual shall be provided to the DRP PA within thirty (30) calendar days of agreement execution, and within thirty (30) calendar days of any revisions.

D. Communications

The Contractor shall:

1. Collaborate with state and local government agencies, faith-based organizations, other community non-profit organizations, and other entities identified by CDCR to enhance program services.
2. Conference in person or by telephone and attend meetings as often as necessary, with CDCR staff, and participant in order to share information regarding parole or program related activities.
3. Ensure that all Subcontractors employed pursuant to this agreement adhere to all requirements of the agreement.

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4. Notify CDCR of any complaint against staff and facility that have been reported to DHCS.

XI. DATA MANAGEMENT

A. Data Requirements

The CDCR reserves the right to revise the Data Requirements and Reporting Timeframes (Attachment 7) under this agreement, without processing an amendment. The Contractor will be notified of modifications to the Data Requirements and Reporting Timeframes (Attachment 7) and/or procedure changes fifty-six (56) calendar days before the effective date of the change. In the event that CDCR is legislatively or departmentally mandated to make changes to the Data Requirements and Reporting Timeframes (Attachment 7), the fifty-six (56) calendar day notification shall be waived or reduced.

In the event of conflict between the Data Requirements and Reporting Timeframes (Attachment 7) and language and/or provisions set forth in any other Exhibit or Attachment incorporated by this agreement, the Data Requirements and Reporting Timeframes (Attachment 7) shall govern and take precedence.

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 to the following data collection protocols:

1. Utilization of compatible computer hardware and/or software, and internet connectivity.
2. Ensure data security, as outlined in the Data Sharing Agreement (Exhibit G).
3. Implement and maintain policies and procedures to ensure the 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. A copy of these policies and procedures shall be provided to the DRP PA within thirty (30) calendar days of agreement execution, and within thirty (30) calendar days of any revisions.
4. Data Entry Requirements: Data entry is required daily. The ARMS allows authorized individuals to be identified as alternates in order to input data when the primary staff is not available. It is the responsibility of the Contractor and the CBP to ensure ongoing data entry and accuracy.
5. Provide all data collected outside of ARMS to the DRP PA within thirty (30) calendar days of contract termination.

B. Participant Files

The Contractor shall fully comply with the federal regulations governing "Confidentiality of Substance Use Disorder Patient Records" as cited in 42 CFR, Part 2 and 45 CFR, as well as, Health Insurance Portability & Accountability Act (HIPAA) requirements related to collection, maintenance, and release of SUDT client data. The Contractor shall have various files separated by service type. All paper files shall be secured in a locked file cabinet or drawer, behind a locked door located in a secured area to prevent unauthorized access.

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The Contractor agrees that any and all participant records, all information gathered, maintained or created related to participants for the purposes of this agreement is the property of CDCR. Upon request, the original files or a complete copy of the files shall be transferred to the DRP PA or designee within thirty (30) calendar days of any participant's conclusion or termination of program services under this agreement.

The Contractor shall maintain complete files on all participants. The CDCR reserves the right to identify additional file requirements as needed. A complete file consists of, but is not limited to:

1. Participant's full name and CDCR number
2. Release of Information
3. Intake forms and admission agreements/documents
4. Health questionnaires
5. All assessments (e.g. COMPAS, placement assessment)
6. Program orientation checklists
7. Participant's disclosure and authorization forms
8. Participant's service and/or programming agreements
9. Initial and updated CMPs and ITPs
10. Case/ progress notes as identified within this Agreement
11. Counseling forms and supporting documents
12. Participant's programming and service attendance records and data
13. Service and/or treatment referrals
14. Job development and family relationships forms/documents
15. Drug testing, dates, and results
16. Disciplinary and adverse action documents
17. Emergency release and notifications
18. Reasonable Accommodation documents/forms
19. Personal, financial, or other program related documents
20. Discharge summary and/or exit plans

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C. Reports

1. Incident Reporting Protocol - DRP Memo #14-01

The Contractor shall ensure compliance with Incident Reporting Protocol (DRP Memo #14-01). A copy of the DRP Memo #14-01 shall be provided upon agreement execution.

2. Utilization Report

The Contractor shall maintain a Utilization Report (to be provided upon agreement execution) and submit it electronically to the DRP PA monthly and with the monthly invoice.

3. The Contractor shall ensure compliance with the California Welfare and Institutions Code, Section [8256 \(c\)\(1\)\(C\)\(iv\)](#).

XII. CDCR RESPONSIBILITIES

The CDCR's responsibilities shall include the following:

A. Assessment, Referral and Removal

1. Assess a participant's criminogenic needs and generate a Reentry Case Plan using the COMPAS Reentry assessment, if available.
2. Provide the COMPAS Reentry Case Plan summary, if available.
3. Determine eligibility for placement, by targeting (but not limited to) participants who are within their first year of release, have a medium to high California Static Risk Assessment (CSRA) score, and a medium to high COMPAS Reentry identified need.
4. Refer participants to the Contractor. Referrals shall be confirmed on Activity Report, CDCR 1502 (Attachment 5). Program placement is subject to bed and funding availability as coordinated through the STOP Placement Office; final placement must be approved by the AOR.

B. Collaboration

1. Facilitate communication and collaboration between DRP, DAPO, and the Contractor regarding participant related activities, progress on the participant's CMP, and discharge plans.
2. Collaborate, in person or by telephone, with the Contractor to review progress. The review shall include, but is not limited to, assisting the Contractor in implementation, problem-solving, quality assurance, performance objectives, and related issues.
3. Schedule and facilitate meetings with DRP and Contractor staff as needed.
4. Facilitate mental health treatment through the Parole Outpatient Clinic (POC) for participants who are designated as Correctional Clinical Case Management System (CCCMS) or Enhanced Outpatient (EOP).
5. Work together with the Contractor and/or their Subcontractors to ensure there are no contradictions in the CMPs. In addition, both parties shall ensure that the services complement one another in improving the participant's mental health status.

C. Training and Technical Assistance

1. Provide ongoing training to Contractors/Subcontractors staff on changes or updates to the CDCR rules, regulations, policies and procedures that might impact program operations.
2. Provide updates to the Contractor relevant to the effective management of participants pursuant to the CDCR rules, regulations, policies and procedures, as necessary.
3. Provide technical assistance to the Contractor regarding program operation, as needed.

D. Quality Assurance

1. Work with the Contractor or Subcontractor to establish an ongoing quality assurance monitoring process that shall ensure the successful program implementation and completions.
2. Work closely with the Contractor or Subcontractor during activation and program implementation. The Contractor shall be assigned to a DRP PA whose role shall include, but not be limited to, monitoring:
 - a. progress of the Contractor in achieving their stated goals and objectives within the timeline identified in the Agreement
 - b. services being provided
 - c. participants' interaction with staff and each other
 - d. environment of the facility
3. All Contractor protocols or revisions shall be reviewed and approved by both DRP staff and DAPO regional management prior to implementation.

E. Program Accountability Review and Corrective Action Plan

The CDCR staff shall conduct routine Program Accountability Reviews (PAR) of Contractor's and/or Subcontractor facilities to review program quality, program management, facility operations, and the general safety of the facility and grounds. CDCR reserves the right to conduct PARS on any Subcontractor.

1. PARs shall be conducted to verify the Contractor or Subcontractor is in compliance with the terms of this Agreement. The Contractor shall receive a copy of the PAR report.
2. If deficiencies are found, the Contractor shall submit a Corrective Action Plan (CAP).
3. Within ten (10) business days of receiving the PAR report identifying deficiencies, the Contractor shall submit to the DRP PA, a CAP that indicates the actions to be taken to correct the identified deficiencies and time frames required for full compliance. Unless otherwise noted, any areas of non-compliance identified during the review are to be corrected within thirty (30) business days.
4. The DRP PA shall review the CAP and determine whether the plan fully addresses the finding(s) and whether the timeframe for completion of the corrective action(s) is appropriate.

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5. All CAPs are subject to verification and approval. A follow-up PAR may be conducted to determine compliance with the CAP.
6. Should the Contractor or Subcontractor dispute any of the PAR findings, an appeal may be filed in writing within ten (10) business days of receipt of the PAR Report. The first level appeal is to the DRP SSM II of DRP's Community and Reentry Services section (CRS) and the second level appeal is to the Deputy Director of DRP.

F. Contract Monitoring

1. Track and report program utilization on a monthly basis. Work with the Contractor and DAPO staff to identify and provide solutions to issues with referrals, capacity, and other program related issues.
2. Review the Contractor's/Subcontractor's invoices for accuracy and reimburse for services provided. Ensure invoices are processed within required timeframes. Expenses reimbursed by the CDCR shall be subject to review as part of the PAR; if discrepancies are identified, costs shall be adjusted to reflect the audited actual allowable costs incurred.
3. Monitor contract compliance through site visits and PARs.

G. Performance Measures

The CDCR reserves the right to develop, institute, and regulate a series of program performance measures to monitor and enhance service delivery system components. The CDCR reserves the right to implement these measures at any point during the term of this contract.

H. Failure to Perform Contracted Services

Should the Contractor fail to adequately perform the services under the terms of this Agreement and the CDCR policies and procedures, the Contractor shall not be permitted to continue to perform services. The CDCR shall state in writing the reasons the Contractor does not meet the Agreement standards and/or the CDCR policies and procedures. The CDCR shall not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance. The Contractor is required to comply with any CAP reviewed and approved by the CDCR as a result of a performance evaluation. Failure to provide and/or improve services within the time frame established in the CAP may result in sanctions for non-compliance. Continued failure may result in termination of the Agreement.

I. Sanctions for Non-Compliance

The Contractor or the Contractor's Subcontractors shall be evaluated for compliance by various methods (i.e. PAR, data review, fiscal audit, etc.). Should the Contractor or the Contractor's Subcontractors be found out of compliance with this Agreement or fail to adequately complete the corrective action(s) timely as identified by the CAP approved by the CDCR, the Contractor may be subject to one or more of the following sanctions:

1. Immediate PAR with a CAP to remedy deficiencies.
2. Performance of the Contractor outlined in the State Contracting Manual, Chapter 9, Section 9.11.

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3. Withholding of reimbursement for services rendered during the period of non-compliance.
4. Removal of participants from the program and suspension of services without reimbursement.
5. Reimbursement to the CDCR for costs incurred by the Contractor's failure to perform.
6. Immediate program and fiscal audit at the Contractor's expense.
7. Withholding of a percentage of charges for the work that is out of compliance, as a security for the correction of that deficiency. When the Contractor or the Contractor's Subcontractors are deemed to be in compliance, the amount withheld shall be resubmitted on an invoice.
8. Profit, Service, or Indirect Fee shall be withheld until all deficiency(ies) has been corrected to the satisfaction of the CDCR.
9. Termination of the Agreement.

XIII. CDCR CONTACT INFORMATION

Should questions or problems arise during the term of this contract, the Contractor should contact the following offices:

A. Billing/Payment Issues:

Headquarters Accounting Office
Phone Number: (916) 255-2042
FAX Number: (916) 255-2103

B. Scope of Work/Performance Issues:

Staff Services Manager I,
Community and Reentry Services
Division of Rehabilitative Programs
Phone Number: (916) 639-4235

C. General Contract Issues:

Office of Business Services
Phone Number: (916) 255-5624
FAX Number: (916) 255-6187

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STOP Placement Office Location

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PROGRAM AREA 1

STOP Placement Office

4616 Roseville Road, Suite 107
North Highlands, CA 95660

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1. **Invoicing and Payment**

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 Exhibits B-1.1 through B-1.7 and made a part of this Agreement. Exhibits B-1.1 through B-1.7 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.

DRP requires all Contractors to submit their invoices electronically through the DRP inbox with the Agreement name and number on the subject line.

Submit invoices by the 15th business day to: DRPInvoiceUnit@cdcr.ca.gov

Proper invoice face sheet shall include the following:

- Agreement Name
- Agreement Number
- Purchase Order Number
- Invoice Number/Month
- Remit Address
- Authorized signature and Date

Receipts for all travel line item and Sub-Contractor expenditures must be included with monthly invoices. Upon request from DRP, receipts and other supporting documentation for all other line items shall be included in the monthly invoice. Failure to provide appropriate source documentation may result in a delay of or denial of payment.

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.

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.

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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. State agencies which acquire property or services pursuant to a contract with a business must pay that business for each complete delivered item of property or services within 45 days from the date set forth in the contract or, if no payment date is specified in the contract, submit a correct claim schedule to the State Controller's Office (SCO) within 30 calendar days after receipt of the undisputed invoice.

The SCO must pay the business within 15 days of receipt of the invoice from the State agency. The clock starts to run when an invoice is received by the department, not when it is received by the accounting office. If payment is not made within the times specified above, an interest penalty fee at a rate of 1% above the Pooled Money Investment Account earning rate for the previous year must be paid. For non-small businesses, the penalty is waived if the penalty is \$75.00 or less (GC § 927.6 and SAM § 8475). B. Small business prompt payment. Additional provisions apply for certified small businesses (GC §927.6(a) and SCM 1, chapter 8).

The Contractor shall ensure that all Subcontractors (affiliate or non-affiliate) are reimbursed within forty-five (45) calendar days of receipt of a Subcontractor's invoice. Compensation to Subcontractors shall be for actual utilization of services rendered. All Subcontractor invoices must have supporting documentation verifying the participant's name, CDCR number, facility name, type of services provided, rates and units of service. The term "Residential Services" shall be used when referring to the actual cost of the bed space (Residential Treatment). These terms will also be used on the approved form for billing/invoicing. The Contractor shall review and approve the invoicing to verify proper billing for services. Upon completion of the review process, the Contractor shall send an invoice to CDCR. For disputed invoices, the undisputed amount shall be paid within the forty-five (45) day requirement.

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.

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. 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

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(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. Request and or questions regarding the process, please send an inquiry to DRPInvoiceUnit@cdcr.ca.gov.

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 to the contractor.

7. Fiscal Audit: Audit by State Auditor (Government Code 8546.7)

Contractor agrees that the awarding department, the Department of Corrections and Rehabilitation, the Office of Audits and Court Compliance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896). Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

In preparation of a CDCR audit, a Contractor must retain digital or original source document files in the Contractor's headquarters office based in California or at the project service location where services are being provided. CDCR reserves the right to bill the Contractor for all costs necessary to obtain the documentation needed to perform any project or fiscal audit. Examples of costs are the travel costs for CDCR employees, shipping costs, and/or duplication costs.

A misappropriation of funds shall result in a disallowance of costs. If the Contractor received payments that are determined to be unallowable, then, in addition to any other remedies the State may have, the State may withhold payments from the Contractor to recover these costs. The State also reserves the option to collect any unallowable costs from the Contractor in monthly installments. If disallowed or questionable costs are found, a draft report will be issued to the Contractor for review and comment. The Contractor will have 30 days to submit written comments and/or supply additional source documentation to the State for consideration in preparing the final report. The parties hereto mutually agree that the resolution of any issues pertaining to audits shall be resolved pursuant to Section 22090.7 of CDCR's Operations Manual.

SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING

FISCAL YEAR 2022/2023

(Upon Approval through June 30, 2023)

A.1	PERSONNEL (Placement Office) Salary Positions	No. of Positions	Monthly Salary Rate Range	Monthly Rate	% of Project Time*	Months per Year*	TOTAL
	Program Director*	1	\$ 3,775.03 - \$ 7,550.06	\$ 6,250.00	100%	12	\$ 75,000.00
	Data Entry Coordinator*	1	\$ 2,840.22 - \$ 6,880.44	\$ 5,200.00	30.5%	12	\$ 19,032.00
	Senior Case Manager	1	\$ 2,970.52 - \$ 6,941.04	\$ 5,200.00	100%	12	\$ 62,400.00
	VP of CA Operations	1	\$ 6,250.00 - \$ 14,233.76	\$ 8,333.34	15%	12	\$ 15,000.01
	Director of Data & Reporting	1	\$ 4,022.59 - \$ 8,045.17	\$ 6,066.66	20%	12	\$ 14,559.98
	Subtotal Annual Monthly Personnel Cost						\$ 185,991.99
A.2	PERSONNEL (Placement Office) Hourly Positions	No. of Positions	Hourly Rate Range	Hourly Rate	Hours per Year*	TOTAL	
	STOP Case Manager*	16	\$ 15.00 - \$ 28.97	\$ 23.00	2080	\$ 765,440.00	
	Community Service Representative*	1	\$ 15.00 - \$ 28.97	\$ 23.00	2080	\$ 47,840.00	
	Administrative Staff	1	\$ 15.00 - \$ 26.74	\$ 22.00	2080	\$ 45,760.00	
	Tech Support	1	\$ 15.00 - \$ 29.71	\$ 21.86	416	\$ 9,093.76	
	Data Entry Specialist	3.5	\$ 15.00 - \$ 31.27	\$ 22.00	2080	\$ 160,160.00	
	Data Entry Specialist	0.5	\$ 15.00 - \$ 32.59	\$ 24.00	2080	\$ 24,960.00	
	Marketing Specialist	1	\$ 15.00 - \$ 31.27	\$ 22.50	208	\$ 4,680.00	
	Driver	1	\$ 15.00 - \$ 26.74	\$ 21.00	2080	\$ 43,680.00	
	Employment Development Liason*	1	\$ 15.00 - \$ 31.15	\$ 24.00	2080	\$ 49,920.00	
	Transportation Coordinator*	1	\$ 15.00 - \$ 32.46	\$ 25.00	2080	\$ 52,000.00	
	Training Coordinator*	1	\$ 15.00 - \$ 30.25	\$ 24.00	2080	\$ 49,920.00	
	Contract Compliance*	1	\$ 15.00 - \$ 30.25	\$ 24.00	2080	\$ 49,920.00	
	Authorization Specialist	1	\$ 15.00 - \$ 33.28	\$ 26.00	686	\$ 17,836.00	
	Quality Assurance*	2	\$ 15.00 - \$ 26.40	\$ 21.50	2080	\$ 89,440.00	
	Vacancy Factor					\$ (26,267.00)	
	Subtotal Annual Hourly Personnel Cost						\$ 1,384,382.76
	Total Staff Salaries (A.1 + A.2)						\$ 1,570,374.75
A.3	Staff Benefits (% of Total Staff Salaries) Benefits Range	23.3 % - 30.3%	25%	\$ 392,593.68			
A.4	Estimated Temporary Help (Total Dollars for Above Term)	\$ 2,000.00					
A.5	Estimated Overtime (Total Dollars for Above Term)	\$ 4,000.00					
	TOTAL PERSONNEL COSTS (A.1 + A.2 + A.3 + A.4 + A.5)						\$ 1,968,968.43
B.	SUBCONTRACTORS COSTS (Excluding Section G, Services Modalities)						
	Business Name	Business Address					
	CA Infosec, LLC	2060-D E Avenida De Los Arboles #101, Thousand Oaks, CA 91362					\$ 25,000.00
	TOTAL SUBCONTRACTORS COSTS (B)						\$ 25,000.00
C.	OPERATING COSTS (Placement Office)						
	Travel						\$ 80,208.25
	Facility Lease/Rent						\$ 87,898.00
	Maintenance/Repair						\$ 18,157.00
	Communications						\$ 21,218.00
	Utilities						\$ 20,279.00
	Insurance						\$ 24,719.00
	Supplies/Expendable Equipment						\$ 47,793.00
	Non-Expendable Equipment						\$ 28,800.00
	Training and Education						\$ 15,914.00
	Staff Recruitment						\$ 4,244.00
	Client Incentives						\$ 7,426.00
	TOTAL OPERATING COSTS (C)						\$ 356,656.25
	SUBTOTAL ANNUAL DIRECT EXPENSES (SUM OF A+C)						\$ 2,325,624.68
D.	TOTAL INDIRECT COSTS	(% of Subtotal Annual Direct Expenses):	26.00%	\$ 604,662.41			
E.	PROFITS/SERVICE FEE**	(% of Subtotal Annual Direct Expenses):	0.00%	\$ -			
F.	OPERATING RESERVE/CONTINGENCY FUND	\$ 916,996.00					
G.	SERVICES MODALITIES:						
		Minimum Daily/Session Rate	Maximum Daily/Session Rate				
	LSUDD	\$75.00	\$400.00				
	LSUDT	\$75.00	\$400.00				
	FOTEP	\$75.00	\$400.00				
	Outpatient: CSUDT, and OOP	\$30.00	\$300.00				
	RRH	\$30.00	\$200.00				
	RHWH	\$30.00	\$125.00				
	TOTAL SERVICES MODALITIES COSTS (G)						\$ 9,144,961.40
	TOTAL OPERATIONAL BUDGET FOR FISCAL YEAR 2022/23 (SUM OF A+B+C+D+E+F+G)						\$ 13,017,244.49

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and 12 months per year. Full-time hourly positions must be budgeted at 2080

** Profit Fee is for For-Profit Programs Only.

SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING
FISCAL YEAR 2023/2024
 (July 1, 2023 through June 30, 2024)

A.1	PERSONNEL (Placement Office) Salary Positions	No. of Positions	Monthly Salary Rate Range	Monthly Rate	% of Project Time*	Months per Year*	TOTAL
	Program Director*	1	\$ 3,775.03 - \$ 7,927.56	\$ 6,562.50	100%	12	\$ 78,750.00
	Data Entry Coordinator*	1	\$ 2,840.22 - \$ 7,224.46	\$ 5,460.00	30.5%	12	\$ 19,983.60
	Senior Case Manager	1	\$ 2,970.52 - \$ 7,288.09	\$ 5,460.00	100%	12	\$ 65,520.00
	VP of CA Operations	1	\$ 6,250.00 - \$ 14,945.44	\$ 8,750.01	15%	12	\$ 15,750.01
	Director of Data & Reporting	1	\$ 4,022.59 - \$ 8,447.42	\$ 6,369.99	20%	12	\$ 15,287.97
Subtotal Annual Monthly Personnel Cost							\$ 195,291.58
A.2	PERSONNEL (Placement Office) Hourly Positions	No. of Positions	Hourly Rate Range	Hourly Rate	Hours per Year*	TOTAL	
	STOP Case Manager*	16	\$ 15.00 - \$ 30.41	\$ 24.15	2080	\$ 803,712.00	
	Community Service Representative*	1	\$ 15.00 - \$ 30.41	\$ 24.15	2080	\$ 50,232.00	
	Administrative Staff	1	\$ 15.00 - \$ 28.07	\$ 23.10	2080	\$ 48,048.00	
	Tech Support	1	\$ 15.00 - \$ 31.19	\$ 22.95	416	\$ 9,547.20	
	Data Entry Specialist	3.5	\$ 15.00 - \$ 32.83	\$ 23.10	2080	\$ 168,168.00	
	Data Entry Specialist	0.5	\$ 15.00 - \$ 34.22	\$ 25.20	2080	\$ 26,208.00	
	Marketing Specialist	1	\$ 15.00 - \$ 32.83	\$ 23.63	208	\$ 4,915.04	
	Driver	1	\$ 15.00 - \$ 28.07	\$ 22.05	2080	\$ 45,864.00	
	Employment Development Liason*	1	\$ 15.00 - \$ 32.70	\$ 25.20	2080	\$ 52,416.00	
	Transportation Coordinator*	1	\$ 15.00 - \$ 34.08	\$ 26.25	2080	\$ 54,600.00	
	Training Coordinator*	1	\$ 15.00 - \$ 31.76	\$ 25.20	2080	\$ 52,416.00	
	Contract Compliance*	1	\$ 15.00 - \$ 31.76	\$ 25.20	2080	\$ 52,416.00	
	Authorization Specialist	1	\$ 15.00 - \$ 34.94	\$ 27.30	686	\$ 18,727.80	
	Quality Assurance*	2	\$ 15.00 - \$ 27.72	\$ 22.58	2080	\$ 93,932.80	
	Vacancy Factor					\$ (26,267.00)	
Subtotal Annual Hourly Personnel Cost							\$ 1,454,935.84
Total Staff Salaries (A.1 + A.2)							\$ 1,650,227.42
A.3	Staff Benefits (% of Total Staff Salaries) Benefits Range	23.3 % - 30.3%			25%	\$ 412,556.85	
A.4	Estimated Temporary Help (Total Dollars for Above Term)					\$ 2,000.00	
A.5	Estimated Overtime (Total Dollars for Above Term)					\$ 4,000.00	
TOTAL PERSONNEL COSTS (A.1 + A.2 + A.3 + A.4 + A.5)							\$ 2,068,784.27
B. SUBCONTRACTORS COSTS (Excluding Section G, Services Modalities)							
	Business Name	Business Address					
	CA Infosec, LLC	2060-D E Avenida De Los Arboles #101, Thousand Oaks, CA 91362					\$ 25,000.00
TOTAL SUBCONTRACTORS COSTS (B)							\$ 25,000.00
C. OPERATING COSTS (Placement Office)							
	Travel					\$ 79,291.19	
	Facility Lease/Rent					\$ 88,434.94	
	Maintenance/Repair					\$ 18,761.71	
	Communications					\$ 21,854.54	
	Utilities					\$ 22,947.37	
	Insurance					\$ 25,460.57	
	Supplies/Expendable Equipment					\$ 51,670.79	
	Non-Expendable Equipment					\$ 28,800.00	
	Training and Education					\$ 16,391.42	
	Staff Recruitment					\$ 4,371.32	
	Client Incentives					\$ 7,648.78	
TOTAL OPERATING COSTS (C)							\$ 365,632.63
SUBTOTAL ANNUAL DIRECT EXPENSES (SUM OF A+C)							\$ 2,434,416.90
D.	TOTAL INDIRECT COSTS		(% of Subtotal Annual Direct Expenses):	26.00%		\$ 632,948.39	
E.	PROFITS/SERVICE FEE**		(% of Subtotal Annual Direct Expenses):	0.00%		\$ -	
F.	OPERATING RESERVE/CONTINGENCY FUND					\$ 900,783.54	
G. SERVICES MODALITIES:							
		Minimum Daily/Session Rate	Maximum Daily/Session Rate				
	Detoxification	\$75.00	\$400.00				
	Residential	\$75.00	\$400.00				
	FOTEP	\$75.00	\$400.00				
	Outpatient	\$30.00	\$300.00				
	RRH	\$30.00	\$200.00				
	RHWH	\$30.00	\$125.00				
TOTAL SERVICES MODALITIES COSTS (G)							\$ 9,007,835.40
TOTAL OPERATIONAL BUDGET FOR FISCAL YEAR 2023/24 (SUM OF A+B+C+D+E+F+G)							\$ 13,000,984.23

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and 12 months per year. Full-time hourly positions must be budgeted at 2080
 ** Profit Fee is for For-Profit Programs Only.
 *** If it is determined to be in the best interest of the State, upon execution of the agreement between CDCR and the Contractor, the State may extend this Agreement through an amendment for up to one (1), optional one (1) year term.

SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING
FISCAL YEAR 2024/2025
 (July 1, 2024 through June 30, 2025)

A.1	PERSONNEL (Placement Office) Salary Positions	No. of Positions	Monthly Salary Rate Range	Monthly Rate	% of Project Time*	Months per Year*	TOTAL
	Program Director*	1	\$ 3,775.03 - \$ 8,305.06	\$ 6,890.63	100%	12	\$ 82,687.56
	Data Entry Coordinator*	1	\$ 2,840.22 - \$ 7,568.48	\$ 5,733.00	30.5%	12	\$ 20,982.78
	Senior Case Manager	1	\$ 2,970.52 - \$ 7,635.14	\$ 5,733.00	100%	12	\$ 68,796.00
	VP of CA Operations	1	\$ 6,250.00 - \$ 15,657.13	\$ 9,187.51	15%	12	\$ 16,537.51
	Director of Data & Reporting	1	\$ 4,022.59 - \$ 8,849.68	\$ 6,688.49	20%	12	\$ 16,052.37
	Subtotal Annual Monthly Personnel Cost						\$ 205,056.22
A.2	PERSONNEL (Placement Office) Hourly Positions	No. of Positions	Hourly Rate Range	Hourly Rate	Hours per Year*	TOTAL	
	STOP Case Manager*	16	\$ 15.00 - \$ 31.86	\$ 25.36	2080	\$ 843,980.80	
	Community Service Representative*	1	\$ 15.00 - \$ 31.86	\$ 25.36	2080	\$ 52,748.80	
	Administrative Staff	1	\$ 15.00 - \$ 29.41	\$ 24.26	2080	\$ 50,460.80	
	Tech Support	1	\$ 15.00 - \$ 32.68	\$ 24.10	416	\$ 10,025.60	
	Data Entry Specialist	3.5	\$ 15.00 - \$ 34.39	\$ 24.26	2080	\$ 176,612.80	
	Data Entry Specialist	0.5	\$ 15.00 - \$ 35.84	\$ 26.46	2080	\$ 27,518.40	
	Marketing Specialist	1	\$ 15.00 - \$ 34.39	\$ 24.81	208	\$ 5,160.48	
	Driver	1	\$ 15.00 - \$ 29.41	\$ 23.15	2080	\$ 48,152.00	
	Employment Development Liason*	1	\$ 15.00 - \$ 34.26	\$ 26.46	2080	\$ 55,036.80	
	Transportation Coordinator*	1	\$ 15.00 - \$ 35.70	\$ 27.56	2080	\$ 57,324.80	
	Training Coordinator*	1	\$ 15.00 - \$ 33.27	\$ 26.46	2080	\$ 55,036.80	
	Contract Compliance*	1	\$ 15.00 - \$ 33.27	\$ 26.46	2080	\$ 55,036.80	
	Authorization Specialist	1	\$ 15.00 - \$ 36.60	\$ 28.67	686	\$ 19,667.62	
	Quality Assurance*	2	\$ 15.00 - \$ 29.04	\$ 23.70	2080	\$ 98,592.00	
	Vacancy Factor					\$ (26,267.00)	
	Subtotal Annual Hourly Personnel Cost						\$ 1,529,087.50
	Total Staff Salaries (A.1 + A.2)						\$ 1,734,143.72
A.3	Staff Benefits (% of Total Staff Salaries) Benefits Range	23.3 % - 30.3%			25%	\$ 433,535.93	
A.4	Estimated Temporary Help (Total Dollars for Above Term)					\$ 2,000.00	
A.5	Estimated Overtime (Total Dollars for Above Term)					\$ 4,000.00	
	TOTAL PERSONNEL COSTS (A.1 + A.2 + A.3 + A.4 + A.5)						\$ 2,173,679.65
B.	SUBCONTRACTORS COSTS (Excluding Section G, Services Modalities)						
	Business Name	Business Address					
	CA Infosec, LLC	2060-D E Avenida De Los Arboles #101, Thousand Oaks, CA 91362					\$ 12,500.00
	TOTAL SUBCONTRACTORS COSTS (B)						\$ 12,500.00
C.	OPERATING COSTS (Placement Office)						
	Travel					\$ 77,813.58	
	Facility Lease/Rent					\$ 90,532.99	
	Maintenance/Repair					\$ 21,384.56	
	Communications					\$ 22,510.18	
	Utilities					\$ 23,635.79	
	Insurance					\$ 26,224.39	
	Supplies/Expendable Equipment					\$ 58,104.91	
	Non-Expendable Equipment					\$ 28,800.00	
	Training and Education					\$ 12,883.16	
	Staff Recruitment					\$ 4,502.46	
	Client Incentives					\$ 7,878.24	
	TOTAL OPERATING COSTS (C)						\$ 374,270.26
	SUBTOTAL ANNUAL DIRECT EXPENSES (SUM OF A+C)						\$ 2,547,949.91
D.	TOTAL INDIRECT COSTS		(% of Subtotal Annual Direct Expenses):	26.00%		\$ 662,466.97	
E.	PROFITS/SERVICE FEE**		(% of Subtotal Annual Direct Expenses):	0.00%		\$ -	
F.	OPERATING RESERVE/CONTINGENCY FUND					\$ 887,730.74	
G.	SERVICES MODALITIES:						
		Minimum Daily/Session Rate	Maximum Daily/Session Rate				
	Detoxification	\$75.00	\$400.00				
	Residential	\$75.00	\$400.00				
	FOTEP	\$75.00	\$400.00				
	Outpatient	\$30.00	\$300.00				
	RRH	\$30.00	\$200.00				
	RHWH	\$30.00	\$125.00				
	TOTAL SERVICES MODALITIES COSTS (G)						\$ 8,877,307.40
	TOTAL OPERATIONAL BUDGET FOR FISCAL YEAR 2024/25 (SUM OF A+B+C+D+E+F+G)						\$ 12,987,955.02

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and 12 months per year. Full-time hourly positions must be budgeted at
 ** Profit Fee is for For-Profit Programs Only.
 ***If it is determined to be in the best interest of the State, upon execution of the agreement between CDCR and the Contractor, the State may extend this Agreement through an amendment for up to one (1), optional one (1) year term.

**SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING
 PROGRAM AREA 1**

JULY 1, 2018 THROUGH JUNE 30, 2025

BUDGET SUMMARY

FISCAL YEAR	BUDGET
FY 2018/2019 (Exhibit B-1.1)	\$ 10,699,711.55
FY 2019/2020 (Exhibit B-1.2)	\$ 10,977,141.42
FY 2020/2021 (Exhibit B-1.3)	\$ 10,951,117.01
FY 2021/2022 (Exhibit B-1.4)	\$ 10,951,117.01
FY 2022/2023(Exhibit B-1.5)	\$ 13,017,244.49
FY 2023/2024 (Exhibit B-1.6)	\$ 13,000,984.23
FY 2024/2025 (Exhibit B-1.7)	\$ 12,987,995.02
TOTAL AGREEMENT AMOUNT	\$ 82,585,310.73

OPTIONAL YEAR*

FISCAL YEAR	BUDGET
FY 2025/2026 (Exhibit B-1.8 Optional FY 25/26)	\$ 12,973,768.56

*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 one (1) optional one (1) year term.

California Department of Corrections and Rehabilitation

Division of Rehabilitative Programs



Billing & Invoicing Guidelines

Developed for Bidders & Contractors
By The Office of Program Support
Version: October 2022

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I. Introduction and Responsibilities

Billing and Invoicing Guidelines are designed to assist Contractors in the administration of their contract budget, expenditures, amendments and budget transfer request (BTR). California Department of Corrections and Rehabilitation (CDCR) may modify and/or impose additional conditions not outlined in this exhibit if necessary. Modifications or exceptions to these provisions may be made, when not in conflict with any other laws.

A. Contractor Responsibilities

- Ensuring all expenditures claimed (including all Sub-Contractor expenditures) are allowable costs as specified in this Billing and Invoice Guide;
- Ensuring all costs are associated in performing contracted services for auditing purposes and program review;
- Ensuring all Sub-Contractors performing services have a written agreement stating the contracted services shall be performed in accordance with all contractual responsibilities of the prime Contractor;
- Ensuring that costs transferred from one line item to another via the Budget Transfer Request process can be supported (justified) to reflect actual and allowable expenses;
- Ensuring a budget amendment can be supported (justified) for actual expenses associated in performing contracted services;
- Maintaining contact with the Division of Rehabilitative Programs (DRP) for guidance and assistance in facilitating compliance with fiscal and contract requirements;
- Ensuring contract funds are not spent on items not necessary to operate the program and not in excess of the budget category totals;
- Maintaining an internal administrative fiscal system for the ongoing management of the contract.

B. Division of Rehabilitative Programs Responsibilities

- Administering the contract and monitoring the Contractor's performance and budget;
- Providing guidance and assistance to facilitate compliance with the invoices', billing, purchases and scope of work and contract requirements;
- Ensuring budget transfers and amendments are in accordance with Billing and Invoice Guidelines;
- Ensuring budget transfers and amendments do not compromise the competitive bidding process (i.e., changes that would not have affected the original award of the contract).

II. Actual and Allowable Costs

Contract budgetary expenditures shall be limited to the following:

- Actual – costs included in the approved contract budget; and
- Allowable - for goods and services necessary for the delivery of program services; and
- Has specific prior written approval by the DRP when required; and
- Are properly allocated to the appropriate fiscal year the time costs are purchased.

Contractor shall substantiate all cost with appropriate source documentation for any cost contained in the budget proposal. Source documentation may include, but are not limited to original invoices, original receipts, proof of payment records, payroll register/warrants, timesheets, cost allocation plans, accounting records and lease(s). Contractor generated "in lieu of receipts", work orders, purchase orders, purchase requisitions, etc., are not acceptable.

Receipts for all travel line item and Sub-Contractor expenditures must be included with the invoice(s). Upon request from DRP, receipts and other supporting documentation for all other line items shall be included with the invoice. Failure to provide appropriate source documentation may result in a delay of or denial of payment.

If a Contractor allocates costs to multiple programs or contracts, a cost allocation plan must be on file with DRP. A cost allocation plan is the organization's written policy that discloses its accounting practices, policies, and procedures for allocating direct and indirect costs. The purpose of the plan is to summarize in writing, the methods and procedures the Contractor will use to allocate costs to various programs, contract agreements, etc. Although there are different methodologies available for allocating direct or indirect costs, the methodology used must result in an equitable distribution of costs to various programs. Costs must be allocated using a base which accurately measures the benefits provided to each contract, program or activity, etc. Contractor must develop the cost allocation plan according to reasonable criteria, supported by current data and must be approved by DRP. If applicable, DRP will dispute shared cost if a cost allocation plan is not on file.

A. Direct Costs

Direct costs can be identified to a final cost objective. The following costs are direct costs:

1. Personnel

a) *Staff Salaries*

Personnel salary and wages (salary equals compensation for staff who are paid based on a fixed rate for a given amount of time [i.e., weekly, monthly, etc.]; and wage equals compensation for personnel who are paid based on an hourly rate) should be commensurate with the level of responsibility and experience necessary to perform contracted program obligations. Salaries must be realistic and conform to industry standards for each position. If personnel services are claimed for Sub-Contractors/Consultant costs, the Contractor will not be reimbursed for benefits or indirect costs. Positions that are paid hourly shall reflect the minimum to maximum hourly range. The budgeted positions shall not exceed 2080 hours per allocated budget. Salaried positions shall not be charged at an hourly rate. If hourly staff were incorrectly budgeted as salaried staff, wage will be allowable not to exceed maximum range.

All personnel costs submitted for payment with an invoice shall be based on actual expenditures. If a Contractor plans to use the same personnel/staff to provide services for multiple programs, a cost allocation method must be submitted. The allocation method must result in an equitable distribution of personnel costs to the different programs. Salaries are only allowable for the time the employee is performing work for the contracted program.

Salaries must be adequately documented by time sheets signed by the employee and the immediate supervisor, payroll register, payroll warrant, employee personnel file, general ledger accounts and a cost allocation method. DRP must be notified immediately if there are any changes to staffing (promotions, terminations, etc.).

Staff salaries are reimbursable if they have been properly vetted by DRP and are approved to work (including temporary). DRP may request timesheets and/or paystubs with monthly invoices to account for employees. For contracted staff below 50% of allocated time, Contractor must record time spent servicing the DRP contract or complete one-month time study. Consult with DRP regarding time study process.

b) *Salary Increase Policy*

Retroactive salary increases are unallowable unless specifically approved by the DRP Deputy Director or designee. Allowable salary increases within range are as follows:

- Merit salary adjustment;
- Anniversary increase;
- DRP increase contract responsibilities which in turn results in increased responsibilities of the established budgeted positions;

- Cost of living adjustments (COLA);
- The Contractor experiences documented recruitment or retention problems. Recruitment documentation should include, but is not limited to the following:
 - Length of vacancy;
 - Prevailing wages; or,
 - Documented recruitment efforts;
- The salary increases are required by the Contractor's agreement with its employees' unions.

c) Temporary Help and Overtime

Temporary Help and Overtime costs are allowable and must be billed from separate lines as shown below. Written DRP approvals for overtime must be submitted with the invoice upon DRP request. Prep- time is an unallowable expense. Overtime shall be reimbursed from the overtime line item. Overtime cost will be disputed if comingled in the individual staff salary line items. Temporary staff must be listed on the staff salary summary sheet included with the invoice.

A) PERSONNEL	No. of positions	MIN HR/SAL	MAX HR/SAL	Monthly Salary	% of Project	Hours per month
Temporary Help	N/A	Various	Various	Various	Various	N/A
Overtime	N/A	Various	Various	Various	Various	N/A

d) Staff Benefits

Staff benefits must be claimed in the fiscal year accrued. Contractors must adhere to a minimum and maximum range of benefits, which shall not exceed the staff benefits allocation for each fiscal year and for the contract term. Actual costs for staff benefits shall be provided based on a percentage of total staff salaries. Staff benefits may include regular compensation paid to employees for vacation, sick leave, jury duty, military training, and employer contributions for payroll taxes, employee health and unemployment insurance, social security, workers compensation, and a retirement plan. Contractor must provide a staff benefits cost breakdown, which clearly identifies the benefits, percentages, and/or costs, above employees' hourly or salaried wages are being charged. DRP will not reimburse staff benefit cost until breakdown is on file with DRP.

Contractor must ensure benefit costs paid by CDCR are reconciled with actual costs at fiscal year-end in accordance with the procedures outlined by the Code of Federal Regulations cost principles and Generally Accepted Accounting Principles applicable to your organization. The Contractor shall remit any overpaid benefit costs to DRP Invoice Unit within 30 days after the end of the fiscal year. Remittances may be adjusted off the Contractor's final invoice or the Contractor may submit a check payable to CDCR.

e) Paid Time Off (PTO)

Paid time off, including vacation, sick, personal, etc., are allowable in the personnel category. Paid time off is reimbursed by one of the following:

- **Accrual basis:** Employee's paid time off accruals are clearly identified in the staff benefit breakdown and billed on a monthly basis from the staff benefit line item. The Contractor is responsible for maintaining in reserve a portion of the percentage determined for staff benefits to allow for leave accrual pay-off at the end of the contract or employment termination. CDCR will not be liable for payment of accrued vacation time at the end of the contract or employment termination in excess of the amount maintained in reserve. The Contractor shall deposit reserve funds in an interest bearing account insured by a government agency. Interest earnings are the property of

the State and may not be used for any purpose. Such interest earnings must be reported and the interest remitted to the State by the Contractor by July 30th each fiscal year. In the event the contract ends before the close of the fiscal year, payment must be received by the last business day of the month immediately succeeding the end of the contract. The Contractor will remit any interest income to CDCR's Headquarters Accounting Office for placement in the General Fund.

- **Cash Basis:** Employee's paid time off is billed through salary line items with regular pay. Unused time off is reimbursed at the end of the fiscal year or termination of individual employment. Unused paid time off must be substantiated with documentation of leave earnings, usage, balance and time sheets. All accrued leave cash-outs shall not exceed 80 hours.

PTO costs in the form of regular compensation paid to employees during periods of authorized absences from the job are allowable if all of the following criteria are met:

- The Contractor has established written paid time off policies;
- Costs are in accordance with contract requirements;
- The costs are equitably allocated to all related activities;
- Not exceed a monthly accrual of 20 hours.

Leave accruals will only be reimbursed for the time contracted staff provided services to a CDCR contract. Paid time off will be compensated consistent with Contractor's written policies and for such time earned during the current contract only. CDCR will not be liable for time earned from previous contracts or employment. For example, an employee begins working on a contract services with 3 weeks of accrued vacation. When the employee takes vacation, these three weeks cannot be charged to the current contract's personnel category. The paid time off costs accrued from a prior CDCR contract must be paid out of the indirect cost budget. When an employee retires or terminates during the contract term, payments for unused leave are allowable as indirect costs. All accrued leave cash-outs in excess of 80 hours shall be paid out of indirect costs.

Contractors shall maintain original source documentation to support leave earning, usage, and balance for each staff. Contractors shall submit leave statements for staff listed on the Budget Rate Sheet at the request of the DRP.

2. Sub-Contractor or Consultant Costs

A Sub-Contractor or Consultant is defined as an individual or a firm, which the Contractor contracts for professional service(s). For the definition of an employee or a contract worker, refer to the Internal Revenue Service Publication 15A and the State of California, Employment Development Department, Employment Determination Guide DE 38.

3. Direct Operating Cost

Direct operating costs are defined as necessary program expenditures, which are based on actual costs, substantiated by original source documentation and cannot be based on the overall organizational expenses that would be defined as indirect costs. (See section on indirect cost.) Operating costs can include expendable equipment, but are exclusive of Sub- Contractor/Consultant service and indirect costs.

Specific guidelines for Direct Operating Costs are as follows:

- Specific operating cost purchases require DRP preapproval prior to purchase. Purchases requiring pre-approval will be identified in the fiscal year invoice guidelines. Guidelines are sent by DRP at the beginning of each fiscal year.
- The indirect or profit fee should not be applied to any transitional housing costs, with the exception the Contractor is providing the transitional housing directly.

- Per Governor's memorandum dated February 18, 2011, entitled, Stuff We All Get (S.W.A.G), Governor Brown directs state agencies and departments to stop spending taxpayer dollars on promotional and marketing gift items, such as key chains, coffee mugs, squeeze toys, pens, trinkets, etc. "Not a cent of taxpayer money should be spent on unnecessary items. As a result, any unnecessary items shall be disallowed. _
- For safety and security reasons, purchases used in CDCR institution require pre-approval from DRP and the Correctional Counselor III at the facility.
- Operating cost expenditures (single or multiple like items) greater than \$5,000 may be required to be reimbursed over the useful life of the equipment (as defined by the Internal Revenue Service) for budgetary purposes. If useful life extends beyond contract term, cost may be re-allocated to the subsequent contract if awarded.
- Written pre-approvals are to be included with invoice.

The following costs are direct operating costs:

a) Facility Lease, Rent and Depreciation

CDCR shall be responsible for the monthly reimbursement of lease/rent cost during the term of the agreement. Leasing terms shall be clearly identified in dollar value. If Contractor uses facility for non-CDCR purposes, or uses facility for non-CDCR clients such as Federal, County, or City clients, Contractor must clearly identify the service-ratio of clients (cost allocation plan) in the form of a percentage. Lease costs will be reimbursed based on the appropriate cost ratio. Leasing or rental agreements are exclusively between the Lessor and Contractor (Lessee), unless otherwise specified and pre-approved by CDCR. Current lease must be on file with DRP prior to reimbursement.

Lease Clauses: DRP will not reimburse for any cost if the lease states the Lessor is responsible. If the Lessee is responsible for capital expenditures/tenant improvements (costs for construction, remodel, renovation, alteration, or improvement) of leased property, and improvements are requested by DRP in order to meet the needs of DRP's population then the expenditures are allowable. Capital expenditure/tenant improvement costs of \$5,000 or more are to be reimbursed through depreciation (straight line or method as determined by lease) and shall not be reimbursed outright unless specifically approved by DRP Deputy Director or designee.

Ready to Occupy Space: The Contractor's bid (budget) must account for all capital expenditure/tenant improvement costs which ready facility for use.

b) Program Facility Owned by Contractor

If the Contractor owns the facility, it may be compensated for the use of the building through (1) depreciation or (2) current interest expense related to the original purchase of the facility. The computation of facility owned depreciation will be based on total facility purchase cost, less land cost. If a Contractor-owned facility is fully depreciated, a rental fee equal to Fair Market Value is allowable. The Fair Market Value shall be supported by an appraisal report prepared by a licensed independent real estate appraiser. The completed appraisal report must be submitted to the DRP for review within 30 days of the start of services.

Facility Depreciation: If a Contractor will be charging depreciation, a proper depreciation method must be followed and applied. The computation of the depreciation will be based on total facility purchase cost, less land cost. Adequate property records must be maintained and the straight line method of computing depreciation must be used in accordance with the internal revenue code. The method of computing depreciation must be in accordance with GAAP, and must be consistently applied. Only

interest expense related to the original purchase price's remaining principal balance is allowed. Interest expenses related to equity loans are not allowable.

The method of computing depreciation must be consistently applied. If a Contractor-owned facility is fully amortized and fully depreciated, a rental fee equal to a fair market value is allowable.

Cost for construction, remodel, renovation, alteration, or improvement which would enhance the value of such property to the benefit of the owner are allowable if specifically requested in writing by DRP. Capital expenditure costs of \$5,000 or more are reimbursed through straight line depreciation.

c) Maintenance and Repair of Facility

Allowable maintenance and repair costs are those that are necessary for the upkeep of the facility and non-expendable equipment. Repair cost of \$5,000 or more are to be depreciated through straight line method and must be preapproved by DRP.

d) Food

Food costs should be reasonable and necessary to carry out program services. CDCR recommends purchasing food items in bulk at wholesale prices. If Contractor is required to maintain a stock of food items, an inventory control system must be utilized to ensure appropriate use of items. Items such as eating utensils, pots, pans, cleaning detergents, and other items used to prepare meals are not food part of the food cost and should be considered as household supplies.

e) Communication

These costs may include telephone, messenger services, cellular phones, postage, internet services, printing for job postings, and basic cable services. Communications costs should clearly identify, and be limited to, the facility where the service is provided as relates to the contract. For shared communications costs where Contractors house multiple participants, expenses must be allocated according to the cost allocation plan. Communication costs are allowable for staff located in the personnel category of the approved budget rate sheet.

f) Utilities

Utility costs may include gas, heat, electricity, water, sewer and trash collection. All utility statements must be made available to CDCR upon request.

g) Insurance

Insurance costs are contingent upon receipt of an actual paid invoice from the insurance carrier detailing the costs that are specifically for the approved agreement. Cost may be allocated monthly and reconciled at year-end. Additional insurance costs beyond the required levels of the contract requirement will be incurred by the Contractor. Insurance costs should clearly identify and be limited to the facility where the service is provided as related to the contract. Contractor servicing additional agencies will be reimbursed based on the cost allocation submitted and shall notate a cost allocation percentage with the monthly supporting documentation. If any changes occur to the insurance policy at any time, the Contractor is required to provide an updated policy.

h) Travel

All travel expenses will be based on actual costs not to exceed the California Department of Human Resources (CalHR) designated rates. If the Contractor and/or Sub-Contractor are required to travel during the performance of this agreement, CDCR agrees to pay travel and per diem. If the Contractor's

travel and per diem rates exceed CalHR's rate, CDCR will only reimburse the Contractor based on CalHR rates unless specifically pre-approved by the Deputy Director or designee.

The Contractor may not claim meals provided by CDCR, meals included in hotel expenses, conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. CDCR shall not reimburse for alcoholic beverages. Airfare will be reimbursed at economy/coach rates. Reimbursement for business class and first class airfares is an unallowable cost.

Contractor cannot claim business mileage, if indirect costs are claimed for the vehicle used for transportation during travel for business purposes. All business mileage will be calculated from the Contractor's business location unless a trip is commenced at an employee's home. In this case, the distance traveled shall be calculated from employee's residence or headquarters whichever shall result in a lesser distance. Business mileage will be reimbursed when the Contractor's and/or Sub-Contractors personal vehicle is used in the direct performance of this Agreement.

To facilitate consistent processing with your monthly invoices contract staff should utilize State Travel Expense Claim (TEC) STD. 262A to support the travel/per diem expenses submitted to CDCR. Expenses must be properly supported. When submitting travel claims for reimbursement, attach all original receipts to an 8 1/2" by 11" sheet of paper. Travel and/or mileage costs invoiced to CDCR must be consistent with CalHR rates, and submitted on the correct budget line item consistent with above requirements. Contractor should document the allocation of shared travel/mileage costs to the appropriate programs/funding sources. Travel Expense Claim with hand written edits shall require Contractor staff initials. The State's travel and per diem rates may change periodically; therefore, these rates will not be specifically identified in this document. To obtain the most current travel and per diem rates go to the CalHR website at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Out-of-state travel is unallowable. On a case by case basis out-of-state travel will be considered if the following conditions are met:

- Training for Trainers (T4T) for mandated contract related training, if applicable;
- Written pre-approval from DRP; All out-of-state travel requests require pre-approval by the DRP Deputy Director or designee.

i) Household Supplies

Household supplies are those items necessary for the operation of the program and include, but are not limited to linens, kitchen utensils, hygiene items, cleaning supplies and food preparation supplies. For bulk purchases, DRP may request an inventory list. Linen services consist of outside services obtained to provide clean linen for use in the program, if applicable. Household supplies do not include food.

j) Office Supplies

Office Supplies are traditional office items used within the program, like pens, paper, files, staplers, paper clips, USB thumb drives, and printer ink cartridges etc. For bulk purchases, DRP may request an inventory list.

k) Participant and Program Supplies

Participant and Program supplies include items which directly benefit the participants of the program services. Supplies may include, but are not limited to newspapers, brochures, magazines, books, curriculum, other related publications and participant needs. Participant/program supply cost shall not include food.

l) Expendable Equipment

Expendable equipment is defined as expendable items, which depreciate with use and have a unit acquisition cost of less than \$5,000 per unit. Title to any expendable equipment purchased or built with State funds as part of the agreement will vest in CDCR. The Contractor must retain a list of expendable equipment purchases exceeding a single item value of \$100, such as cameras, calculators, two way radios, computer equipment, TV's, tablets, IPads, etc., for audit purposes. Upon termination of the agreement, expendable equipment becomes the property of CDCR. Expendable equipment must be listed on the DRP Invoice Unit Inventory List and submitted with your monthly invoice as expendable equipment is purchased.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items within the market. The Contractor should maintain an accurate inventory record for each piece of equipment purchased or built with funds provided under the terms of the contract. The inventory record of each piece of such equipment should include:

- Date acquired
- Total cost
- Serial number,
- Model identification (on purchased equipment) and
- Any other information or description necessary to identify said equipment

The inventory record must be submitted to CDCR upon request. If equipment purchased will be used by other entities sharing the facility program space, the proration of shared costs must be included in the cost allocation plan (CAP) and invoiced accordingly. Failure to adhere to these reporting requirements may result in CDCR assessing a fair-market value payment from subsequent contracts.

m) Non-Expendable Equipment

Non-expendable equipment is defined as movable articles which has a normal useful life of at least one year or more; and, has a unit acquisition cost of \$5,000 or more. (Note: A unit consists of one item.) CDCR will not provide funding to purchase non-expendable equipment. Contractors will be allowed to rent/lease equipment to be used in the performance of the contract. Contractors will be allowed to be compensated for the use of non-expendable equipment through depreciation.

The computation of depreciation shall be based on the acquisition cost and the useful life of the non-expendable equipment. CDCR will not pay for depreciation costs of non-expendable equipment that is fully depreciated. The period of useful life established for each class of non-expendable equipment must take into consideration such factors as type of non-expendable equipment, nature of the non-expendable equipment used, historical and usage patterns (refer to the Internal Revenue Service Publication 946).

In the absence of clear evidence indicating that the expected consumption of the non-expendable equipment will be significantly greater in the early portions than in the later portions of its useful life, the straight line method of depreciation shall be used. Contractors are responsible to update the Non-Expendable Equipment form as necessary and provide a copy to DRP.

Non-expendable equipment and costs not listed on the Non-Expendable Equipment form shall be disallowed. Non-expendable equipment items must be listed and the method of charge identified. Contractors will be allowed to rent/lease non-expendable equipment to be used in the performance of the contract. Non-Expendable Equipment form list all types of non-expendable equipment used with this program. Budgeted costs for non-expendable equipment reflect payment made per month during the term of the contract. A Non-Expendable Equipment list consists of the following:

- Equipment Item;
- 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)

n) Staff Recruitment

The staff recruitment may include: Advertising through media, newspapers, magazines, radio, Internet, television programs, direct mail and trade papers etc. Staff recruitment incentives and/or bonuses are unallowable.

o) Participant Motivational Incentives

Motivational Incentives may be acquired through donation or purchase. No direct cash awards to participants are allowed. Contractor shall maintain a monthly log clearly identifying participants, incentive and value.

p) Graduation Cost

Graduation costs are allowable. Graduation cost may include facility rental cost, food, supplies, etc.

q) Vehicle Lease

All vehicles purchased or leased with contract funds, must receive written approval from DRP. Contractors servicing multiple program/contracts will be reimbursed for vehicle leases (and listed on the nonexpendable equipment form) based on the cost allocation plan submitted, and shall notate a cost allocation percentage with the monthly supporting documentation. Wholly owned vehicles used in the performance of this agreement must be clearly identified where applicable, any compensation for the use of owned vehicles in the performance of this Agreement shall be reimbursed through depreciation. Leased or owned vehicles shall carry insurance at the prescribed rates as provided for in the Agreement.

r) Curriculum

The curriculum shall be in accordance with the contract and approved by DRP prior to purchase.

s) Training and Education

Training and Education costs for employee development directly benefiting the program are allowable and require pre-approval from DRP. All training and education-related expenses for sub- Contractor(s) shall not be reimbursed under the terms of this Agreement.

t) Participant Transportation

If a contract requires participant transportation, costs can include cab fares, bus passes/tokens, participant transporting mileage, vehicle lease, and car maintenance and be reimbursed at actual costs. If mileage is used as reimbursement, refer to the standard mileage rate permitted by the Internal Revenue service. If Contractor uses a business/corporate owned vehicle for transporting participants the Contractor can bill CDCR for either mileage or depreciation, but may not bill for both. Contractors must be consistent in the billing method throughout the contract term. These costs should be adequately documented and tracked. The use of bus tokens should be tracked by keeping a log of who receives them, date received and signature of person receiving them.

Bus tokens can be purchased in bulk and in advance but must be reconciled at fiscal year-end. Cost

not fully utilized shall be allocated to next fiscal year and reconciled at year end for the length of the contract term. If bus token costs are not reconciled to utilization in their June invoice, DRP may reduce the Contractor invoice by accumulated token cost until reconciliation is provided.

u) Translation Services

The cost of interpretation or interpreting of oral or sign-language communication.

B. Indirect Cost

Indirect costs are incurred for a common or joint purpose benefiting more than one objective. Indirect costs are general costs that cannot be easily assigned or allocated to a program based on some formula or timekeeping effort.

The indirect cost rate is calculated by adding up your total direct program costs and dividing that figure by your total organization's direct costs. Multiply this figure against total indirect costs to arrive at the program's share of indirect costs. Another way to illustrate this is through the following algebraic formula (Direct Program Costs/Total Organizational Direct Costs X Total Indirect Costs = Program's Share of Indirect Costs). There are several measures used to determine the proportion of indirect costs to allocate/charge/apply to each program. Two of the more familiar and generally accepted methods for developing the cost allocation are:

- The ratio of the program's or contract's total direct costs to the Contractor's organization-wide total direct costs (Total Direct Program Costs/Total Direct Organizational Costs X 100 = Percentage of Indirect Costs to Allocate to the Program).
- The ratio of the program's or contract's direct charged salaries and wages to the Contractor's organization-wide salaries and wages, excluding the administrative salaries and wages (Total Direct Program Salaries and Wages/Total Direct Organizational Salaries and Wages X 100 = Percentage of Indirect Costs to Allocate to the Program).

The Contractor may develop an allocation plan based on another operational or statistical basis. However, the method must be approved by the DRP. Contractors must be able to explain their rationale for assigning any indirect expenses to a program or contract. Bidder's that have established indirect cost rates with the Federal Government may use their approved Federal cost allocation plan for State purposes. However, the State may disallow items that are allowable under their Federal plan. If the Contractor does not have a cost allocation plan on file with DRP, indirect cost will be disputed.

The following costs are typically considered indirect. However, if these costs can be easily allocated to a final cost objective, they shall be identified on the line item budget as a direct cost.

1. Accounting

The cost of establishing and maintaining accounting and other information systems required for the management of contracted programs. This includes costs incurred by central service agencies for these purposes.

2. Advertising

Advertising media includes newspapers, magazines, radio, internet, television programs, direct mail, trade papers, etc.

3. Audit Service

The cost of audits necessary for the administration and management of functions related to the contracted program.

4. Bonding

Cost of fidelity, surety and performance bond premiums.

5. Budgeting

Costs incurred for the development, preparation, presentation and execution of budgets.

6. Corporate Staff

Costs connected with persons who, while not included as part of the contract, are necessary for the successful completion of said contract.

7. Disbursing Service

Cost of disbursing contract program funds by the Contractor's treasurer or other designated officer. Disbursing services cover the processing of checks or warrants from necessary records of accountability and the reconciliation of such records with related cash accounts.

8. Electronic Data Processing

The cost of data processing services related to the contracted program.

9. Legal Expenses

The cost of legal expenses required in the administration of contract programs. NOTE: Three bids are not required for legal services.

10. Management Studies

The cost of management studies to improve the effectiveness and efficiency of management for ongoing programs; subject to such prior authorization as may be required by the CDCR.

11. Meetings and Conferences

Costs when the primary purpose of the meeting is the dissemination of technical information relating to the CDCR contract program and are consistent with regular practices followed for the other activities of the Contractor. Registration fees are allowable under this line item. If travel is required for the meeting/conference, refer to page 8, Travel section.

12. Memberships, Subscriptions, and Professional Activities

The cost of membership in civic, business, technical and professional organizations provided the:

- Benefit from the membership is related to the contract program;
- Expenditure is for Contractor's membership;
- Cost of the membership is reasonably related to the value of the services or benefits received;
- Expenditure is not for the membership in an organization which devotes a substantial part of its activities to influencing legislation; and,
- Single membership cost does not exceed \$100.

13. Morale, Health and Welfare Costs

These costs must be comparable to what State employees receive and requires prior written approval by the CDCR Program Contract Manager.

14. Payroll Preparation

Cost of preparing payrolls and maintaining necessary related wage records.

15. Permits

Licenses, permits and local government use fees (e.g. conditional use permit fees, business license, etc.) are allowable.

16. Personnel Administration

Cost for the recruitment, examination, certification, classification, training, establishment of pay standards and related activities for contract programs.

17. Printing and Reproduction

Costs for printing and reproduction services, which are necessary for program administration include, but are not limited to: forms, reports, manuals, information literature and related services which are in support of CDCR's contracted program.

18. Procurement Service

The cost of procurement services include solicitation of bids, preparation and award of contracts and all phases of contract administration to provide goods and services for contract programs.

19. Taxes

In general, taxes or payment in lieu of taxes, which the Contractor is legally required to pay are allowable. In lieu taxes only relate to contracts with other governmental entities and then only if the governmental entity can show documentation (law or resolution) legally entitling the collection of in lieu tax. In lieu taxes do not apply to private profit and nonprofit organizations. *Payment of any type of income tax (Federal, State or local) is not allowable.*

20. Transportation

Transportation costs relating either to goods purchased, delivered or moved from one location to another. When such allowable transportation costs occur in moving items from one of the Contractor's CDCR contracted facilities to another, the cost shall be charged against the receiving facility's contract.

21. Warehouse

Cost of maintaining and operating a warehouse for supplies and materials used either directly or indirectly for contracted programs.

III. Unallowable Costs

The following are unallowable costs that cannot be considered in the Budget Proposal:

A. Advertising

Costs of promotional items, memorabilia, gifts and souvenirs in accordance to the Governor's Stuff We All Get (S.W.A.G) memorandum dated February 18, 2011. Costs of advertising and public relations designed solely to promote the organization.

B. Bad Debts

Loss arising from uncollectible accounts and related costs.

C. Banking Fees

Banking fees, credit card fees, any late fees, cost of banking or overdrawn cash fees.

D. Bonus/Gifts

Costs associated with bonuses and/or other gifts.

E. Contributions, Donations and Fundraisers

Contributions, donations, and fundraisers, including any expenses related to these activities are unallowable.

F. Disability Leave

Disability Leave (covered by State Disability Insurance [SDI], other insurance premiums, or employer self-funded programs), alternative employer-paid leave, or the cost of an extended leave of absences not covered by the Contractor's uniform vacation and sick leave policy are not permissible costs to the contract.

G. Entertainment

Entertainment costs of, amusement, diversion and social activities and any costs directly associated with such costs (such as tickets to shows or sporting events, meals, beverages, lodging, rentals, transportation and gratuities) are unallowable costs, unless such activity is specifically required as part of the program scope.

H. Food

Food for contract staff.

I. Fines and Penalties

Costs resulting from violations of or failure to comply with Federal, State and/or local laws and regulations are unallowable. Penalties and fees resulting from the Contractor's failure to meet financial obligations (charges/interest for delinquent payments, insufficient cash to cover checks, etc.) are also unallowable.

J. Gift Cards and Cash Gifts

Gift cards and cash gifts are unallowable. Gift certificates are considered cash according to the Internal Revenue Services (IRS). These items are generally redeemable for general merchandise or have a cash equivalent value.

K. Goods or Services for Personal Use

Goods or services for personal use of employees, e.g. flowers, massages, gym memberships, social memberships unrelated to scope of work etc.

L. Legal Expenses

The cost of legal expenses for the prosecution of claims against the State and/or CDCR.

M. Legislative Lobbying Costs

Costs associated with lobbying activities.

N. Security Deposits

Security deposits are not allowable costs. All security costs shall be borne by the Contractor.

O. Finance Charges, Fines and Late Fees

Finance charges, fines and late fees incurred from Sub-Contractors or business such as utility companies, false alarms, office supplies, lessors, etc.

P. Purchase, Estimates, Appraisals of Building Improvements/Renovations

Purchase, estimates, appraisal costs of improvement/renovations of buildings or land.

Q. Cost Inconsistent with Local, State, and Federal Regulations

Reimburse costs that are not consistent or allowable according to local, State, and/or federal guidelines and regulations.

DISCLAIMER: The California Department of Corrections and Rehabilitation acknowledges that there may be other allowable and unallowable program costs which are not listed in the Exhibit B-1, Budget Rate Sheet. However, all associated program costs incurred and claimed are subject to a fiscal audit.

IV. Profit Fee (Only for-profit Contractors may claim)

A maximum profit fee of up to 5 percent (5%) of the cost of operating the program, exclusive of indirect costs and Sub-Contractor costs, are allowed per fiscal year. Profit fee costs will be added to the other proposed costs and become part of the total bid. If a budget amendment occurs due to an increase or decrease in fiscal year funding levels, the Contractor shall adjust the budgeted profit fee costs accordingly. At no time shall the profit fee percentage be greater than that of the original bid. Any unallowable costs from an audit may result in a recalculation of profit fee costs and recovery by CDCR of the difference. Profit fee shall not include Sub- Contractor cost.

V. Operating Reserve/Contingency Fund

Contractors may include a line item for operating reserve/contingency fund, which can be up to 10 percent of the cost of operating the program, exclusive of indirect costs. Operating reserve/Contingency funds are allowable upon approved BTR. The BTR request must clearly describe:

- The need for the funds; and
- Explain why funds from other lines are not available to pay for the unanticipated costs.

Unallowable costs identified at audit will result in a recalculation of the operating reserve/contingency fund costs; and, CDCR will recover the difference.

VI. Sanctions

Contract deficiencies addressed in Corrective Action Plans may include sanctions. Sanctions can be applied to monthly invoices. Sanction penalties will cease following confirmation from DRP that all deficiencies have been addressed and remedied.

VII. Amendment

An amendment is required when any of the following changes are requested to an executed contract:

- Material change in the scope of work;
- Change in contract term;
- Increase or decrease in total funding for the term of the contract;
- Salary increase over maximum range;
- Increase or decrease in the total personnel category greater than 15%;
- Adding a new line item including positions; or,
- Adding/changing a Sub-Contractor/Consultant when the business name or entity is specified.

VIII. Budget Transfer Request

A BTR is a document used by the Contractor to indicate budget transfer costs of existing program funds without the need to process a formal amendment. The Contractor must include a justification and applicable supporting documentation when submitting a BTR. If the documentation or justification is not appropriate, a denial or delay in payments of invoices may occur. All BTRs must be approved by the DRP Deputy Director or designee. BTRs are effective for the entire fiscal year or contract term if requested by the Contractor. For audit purposes, the Contractor shall maintain documentation concerning their BTR(s).

The BTR process enables the Contractor to transfer monies across allowable categories; adjust monies within line items within the budgeted categories; reconciliation of the budgeted funds to reflect actual expenditures. CDCR will not pay invoices exceeding the budgeted category amounts until a BTR has been received and approved by the Deputy Director or designee. An approved BTR is not an approval of any specific expenditure. The Contractor is to ensure proposed expenditures are allowable per the contract. BTRs are allowable for changes in Sub-Contractor or Consultant only if they are listed by general name, i.e., "Transitional Housing" or "Instructor", on the Budget Rate Sheet.

A. Immediate Budget Transfer Requests:

The following changes require an immediate BTR and approval from the DRP Deputy Director or designee. If a BTR is not immediately submitted, costs may be disputed:

- Allowable transfers across established categories to address category funding deficiencies. DRP will not reimburse cost above budgeted category funding;
- Salary increases (must adhere to provisions in personnel section);
- If a line item is exceeded by an amount equal to or greater than \$5,000; or
- Change Sub-Contractor or Consultants when the line item does not include a specific business name or entity.

B. Reconciliation Budget Transfer Requests:

The Contractor shall submit a reconciliation BTR at the fiscal year-end to reconcile funds not requiring the submittal of an immediate BTR or upon the request of DRP at any time during the term of the contract. Reconciliation BTRs are due no later than 30 business days after the fiscal year-end quarter.

Unallowable Transfers			
Category	To/From	Category	Allowed
Personnel (Salary Savings)	To	Any Other Category	No*
Personnel (Key Personnel)	To	Any Other Category	No*
Indirect/Profit Fee	To/From	Any Other Category	No
Service Modalities	To	Any Other Category	No*

*A BTR may be allowed in certain situations subject to review and approval by the DRP Deputy Director or designee.

1. **Contract Disputes** (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 Associate Director, 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)

Associate Director
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 data 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 Associate Director, OBS, 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 Associate Director, OBS, 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 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 to extend the term if it is determined to be necessary by the State. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates agreed upon by both parties.

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 Government Code (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 inmates or parolees. The Contractor shall not itself employ or offer to employ inmates 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 inmates 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 inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff, made by any inmate 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 inmate 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 inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates 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 inmates 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 inmates and/or parolees at the facility and access to inmate 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. **Insurance Requirements**

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.

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 inmates.

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:

Government Code Sections 14837, 14839, 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; icshelpdesk.icshelpdesk@cdcr.ca.gov (for institution-related contracts) or to scshelpdesk.scshelpdesk@cdcr.ca.gov (for all other requests). 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

Military and Veterans Code (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 request 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 inmate/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 Government Code 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

If the Contractor and/or subcontractor are required to travel during the performance of this Agreement, the CDCR agrees to pay travel, per diem and expense costs described at rates not to exceed those approved by the Department of Human Resources for similar staff.

Receipts are required for every item of expense (i.e., airline tickets, lodging, meals, etc.) incurred as a result of conducting State business and must be attached to the invoice. No reimbursement will be paid without a receipt.

The Contractor may not claim lunch or incidentals on trips less than 24 hours. When trips are less than 24 hours and with no overnight stay, any meals claimed are taxable.

The Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

Reimbursement Agreements:

Airfare

Airfare will be reimbursed at economy/coach rates. Requests for reimbursement at business class and first class rates will be disallowed.

Meals and Incidentals

The following reimbursement rates are maximums, not allowances. The Contractor may only claim their *actual* expense.

Breakfast: Up to \$7; Lunch: Up to \$11; Dinner: Up to \$23; Incidentals: Up to \$5.

On the first day of travel, if the trip begins at or before 6:00 am – Breakfast may be claimed; 11:00 am – Lunch may be claimed; 5:00 pm – Dinner may be claimed.

If the trip continues after 24 hours and if the trip ends at or after 8:00 am – Breakfast may be claimed; 2:00 pm – Lunch may be claimed; 7:00 pm – Dinner may be claimed.

Lodging Reimbursements

The following reimbursement rates are per night maximums of actual expenses, plus tax, and not allowances.

COUNTIES	RATES
San Francisco County and the City of Santa Monica	Up to \$150
Alameda, Monterey, San Diego, Santa Clara, San Mateo	Up to \$125
Los Angeles, Orange, Ventura	Up to \$120
Napa, Riverside, and Sacramento Counties	Up to \$95

If the county is not listed above, the standard rate of **\$90** for lodging will apply.

38. Résumés, Job Descriptions and Duty Statements

The Contractor must provide and maintain résumés, duty statements and/or job descriptions for all staff paid through this Agreement. In addition, all contracted staff personnel files must indicate the date of employment, rate of pay and benefits, funding source, pay increases, promotions and status changes, and, if applicable, the date and reason(s) for employment termination.

39. Project Manager

The Contractor shall designate a Project Manager to be responsible for ensuring the terms,

conditions, and provisions of this Agreement are met. The Contractor shall notify CDCR within five (5) working days of a change in Project Manager. The continuation and subsequent replacement of this position is subject to the provisions contained in the section entitled "Personnel".

40. Personnel

The Contractor agrees to allow CDCR the right to 1) approve, in advance, any personnel to be assigned to this project, and 2) disapprove the continuing assignment of any personnel. If any employee of the Contractor is unable to perform due to illness, resignation or other factors beyond the Contractor's control, the Contractor shall immediately provide acceptable substitute personnel.

The Contractor shall report in writing the resignation or dismissal of personnel who are an essential part of the successful operation of the contracted program. CDCR may immediately terminate the Agreement if the replacement of personnel is detrimental to the program as determined by CDCR.

41. Consultant Contractor's Rights and Obligations

The State hereby notifies the Contractor of his or her duties, obligations and rights, which are contained in Public Contract Code Sections 10335 through 10381.

42. Progress Reports

The CDCR Program Manager and the Contractor shall confer as often as necessary, but not less than monthly, to review progress and performance. The review criteria shall include, but not be limited to, problems encountered during the Agreement, future performance, and other subjects relating to completion of specified tasks. A copy of each review shall be prepared by the following CDCR Program Manager and forwarded to the Contractor.

CDCR Program Manager: DRP Program Analyst
Address 1515 S Street Room 415 South
Sacramento, CA 95811

43. 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 inmates/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 inmates/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:

44. Bloodborne Pathogens

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

45. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates 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 inmates 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 inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates 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 inmates 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 inmates 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 inmates, 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 inmates 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 inmates 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 inmates 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 inmates 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 inmate or ward clothing (blue denim shirts, blue denim pants).

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

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate 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).

46. Clothing Restrictions

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 inmates 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 inmate 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.

47. Tobacco-Free Environment

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.

48. 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 inmates, 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 inmates, 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 inmates 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 inmates, 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 inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates 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.

49. 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.

50. 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.

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

The Prison Rape Elimination Policy for the 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.

CDCR 2301 PREA Policy Information for Volunteers and Contractors = Part A

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

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part B

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

REQUEST FOR LIVE SCAN SERVICE

APPLICANT SUBMISSION - PLEASE TYPE WHEN POSSIBLE

Please complete the form and do not leave any fields blank. If you have questions regarding the information requested, please call 916-255-1025. Fax all Request for Live Scan Service forms to the Office of Peace Officer Selection to 916-255-3302 on the same day the individual is printed. Retain a copy for your records. All individuals must be Live Scanned on a CDCR Live Scan machine including employees, contractors (excluding select contractors), volunteers, and retired peace officers. Contractors not permitted on institution grounds may be sent to outside Live Scan operators.

ORI	TYPE OF APPLICATION (Must Check One)				
A0231	<input type="checkbox"/> Non-Peace Officer	<input type="checkbox"/> Peace Officer	<input checked="" type="checkbox"/> Contractor/Volunteer	<input type="checkbox"/> Retired Peace Officer/CCW Permit	
POSITION TITLE OF APPLICANT					
CDCR OFFICE/INSTITUTION RECEIVING LIVE SCAN RESULTS			CONTACT NAME	TELEPHONE NUMBER	
DRP/COMMUNITY REENTRY SERVICES			DENISE LUPERCIO	(916) 322-9065	
NAME OF AGENCY AUTHORIZED TO RECEIVE CRIMINAL HISTORY INFO			MAILING ADDRESS		
CA - DEPT OF CORRECTIONS AND REHABILITATION			10000 GOETHE RD SUITE C-2 SACRAMENTO, CA 95827		
AGENCY BILLING NUMBER		PHONE NUMBER	FAX NUMBER	MAIL CODE	
BIL-130109		916-255-1025	916-255-3302	06259	
NAME OF APPLICANT	FIRST	MIDDLE	LAST		
APPLICANT GENDER	ALSO KNOWN AS (List all)		APPLICANT SSN	CA DRIVER'S LICENSE NO.	
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonbinary					
HEIGHT	WEIGHT	EYE COLOR	HAIR COLOR	DATE OF BIRTH (mm/dd/yyyy)	PLACE OF BIRTH (City, State, Country)
APPLICANT HOME ADDRESS (Street, City, State, Zip code)			LIVED AT RESIDENCE	CONTACT NUMBER	
			Years Months		
Live Scan Operators - Enter the Institution/Facility/Office Acronym Only and Today's Date as MM-DD-YY. Example OCA and Date is NFO 02-14-12.					
OCA AND DATE OF RECEIVING LOCATION	LEVEL OF SERVICE REQUESTING			RESUBMISSION LIST ORIGINAL ATI NO.	
DRP	<input checked="" type="checkbox"/> DOJ <input checked="" type="checkbox"/> FBI <input type="checkbox"/> CACI				
LIVE SCAN OPERATOR NAME	TODAY'S DATE			TRANSMITTING AGENCY	
ATI NUMBER	AMOUNT COLLECTED/BILLED (CCW Only)			PAYMENT TYPE (CCW Only)	
				<input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order <input type="checkbox"/> Personal Check	

I have received and read the included Privacy Notice, Privacy Act Statement, and Applicant's Privacy Rights.

Applicant Signature

Date

REQUEST FOR LIVE SCAN SERVICE

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Business and Professions Code sections 4600-4621, 7574-7574.16, 26050-26059, 11340-11346, and 22440-22449; Penal Code sections 11100-11112, and 11077.1; Health and Safety Code sections 1522, 1416.20-1416.50, 1569.10-1569.24, 1596.80-1596.879, 1725-1742, and 18050-18055; Family Code sections 8700-87200, 8800-8823, and 8900-8925; Financial Code sections 1300-1301, 22100-22112, 17200-17215, and 28122-28124; Education Code sections 44330-44355; Welfare and Institutions Code sections 9710-9719.5, 14043-14045, 4684-4689.8, and 16500-16523.1; and other various state statutes and regulations. The CJIS Division uses this information to process requests of authorized entities that want to obtain information as to the existence and content of a record of state or federal convictions to help determine suitability for employment, or volunteer work with children, elderly, or disabled; or for adoption or purposes of a license, certification, or permit. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

Providing Personal Information. All the personal information requested in the form must be provided. Failure to provide all the necessary information will result in delays and/or the rejection of your request.

Access to Your Information. You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to process applications pertaining to Live Scan service to help determine the suitability of a person applying for a license, employment, or a volunteer position working with children, the elderly, or the disabled, we may need to share the information you give us with authorized applicant agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes.
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the Associate Governmental Program Analyst at the DOJ's Keeper of Records at (916) 210-3310, by email at keeperofrecords@doj.ca.gov, or by mail at:

Department of Justice
Bureau of Criminal Information & Analysis
Keeper of Records
P.O. Box 903417
Sacramento, CA 94203-4170

REQUEST FOR LIVE SCAN SERVICE

Privacy Act Statement

Authority. The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose. Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses. During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental, or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

REQUEST FOR LIVE SCAN SERVICE

Noncriminal Justice Applicant's Privacy Rights

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints will be used to check the criminal history records of the FBI. ¹
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared. ²
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record. ³

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council. ⁴

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.) *You can find additional information on the FBI website at <https://www.fbi.gov/about-us/cjis/background-checks>.*

¹Written notification includes electronic notification, but excludes oral notification

²<https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

³ See 28 CFR 50.12(b)

⁴ See U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c)

California Department of Corrections and Rehabilitation
No Longer Interested Notification

Attachment 4
Amendment 5

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

NO LONGER INTERESTED NOTIFICATION

OFFICE OF PEACE OFFICER SELECTION

CDCR 1797 (Rev. 09/21)

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 California Department of Corrections & Rehabilitation Office of Peace Officer Selection (OPOS) 10000 Goethe Rd, Suite C-2 Sacramento, CA 95827		Type of Application (Peace Officer/Non Sworn Personnel/Contractor/Volunteer) (Mandatory)					
		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

- Position Title: _____
- Type of Separation:
 - Termination/Resignation
 - Retirement
 - Transfer to other CA Agency
 - Other - Specify: _____
 Date of Separation: _____
 Date of Separation: _____
- Name of personnel section employee processing NLI: Denise Lupercio
- Telephone number of personnel section: (916) 322-9065
- 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.

California Department of Corrections and Rehabilitation
Activity Report, CDCR 1502

Attachment 5
Amendment 5

STATE OF CALIFORNIA
ACTIVITY REPORT
CDCR 1502 (Rev. 10/06)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CHECK BOX

<input type="checkbox"/> SUPPLEMENTAL TO:		<input type="checkbox"/> ACTIVITY REPORT	<input type="checkbox"/> CASE REVIEW	<input type="checkbox"/> CIVIL ADDICT Suspend/Reinstate
		<input type="checkbox"/> 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)?		<input type="checkbox"/> YES <input type="checkbox"/> NO
* DISCHARGE REVIEW DATE		* CONTROLLING DISCHARGE DATE		IMMINENT DISCHARGE <input type="checkbox"/>

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:

		<input type="checkbox"/> 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 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:

<input type="checkbox"/> REFER TO DISTRICT ADMINISTRATOR	UNIT SUPERVISOR'S SIGNATURE	BADGE #	DATE SIGNED
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DISTRICT ADMINISTRATOR'S COMMENTS / DECISION:

<input type="checkbox"/> REFER TO BPH	<input type="checkbox"/> * DISCHARGE EFFECTIVE (DATE): _____	DISTRICT ADMINISTRATOR'S SIGNATURE	BADGE #	DATE SIGNED
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PAROLEE / RELEASEE COPY PROVIDED (DATE): MAILED DELIVERED BY: _____



FID000035B

California Department of Corrections and Rehabilitation
Activity Report, CDCR 1502

Attachment 5
Amendment 5

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.

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
 MULTIPLE PROGRAM REQUEST FOR MIXED POPULATION**

The Contractor shall be responsible for obtaining written approval from DAPO regarding any requests for mixed populations (e.g. county, city, federal, private entity programs, etc.) that may be co-located in any Division of Rehabilitative Programs (DRP), Community Reentry Services Provider Facility. Upon DAPO's approval, the Contractor shall obtain approval from the DRP Chief or Designee. The Contractor shall provide a copy of DAPO's written approval to the DRP Program Analyst within thirty (30) days of notification and prior to program implementation. In addition, CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the Facility and to review the criminal history of non-CDCR participants in the Facility.

Facility Name: _____	Contract Number: _____
Contact Name: _____	Telephone Number: _____
Facility Address: _____ _____	Email: _____
	Program Type: _____

Other Contracts: <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> County	Program Total Capacity: _____
Federal Capacity: _____	CDCR Total Capacity: _____
State Capacity: _____	
County Capacity: _____	

Program Representative		
Print Name	Signature	
Staff Services Manager II/Designee		
Print Name	Signature	
DAPO Representative		
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date
Print Name	Signature	
DRP Chief/Designee		
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date
Print Name	Signature	

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.

B	C	D	E	F	G	H	I	J
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_support@cdcr.ca.gov. Have questions about the TouchPoint Data Requirements and Reporting Timeframes? Please contact your assigned Program Analyst or Contract Provider.								


Row 1, Column K – Q (Row 1, Column J – P on the Functionality CRS Procedures tab): This section provides the definition for a TouchPoint/Functionality.

K	L	M	N	O	P	Q
TouchPoint Definition: A TouchPoint 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 exams, as well as other types of information. TouchPoints 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 in this spreadsheet.						


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.

A
 DIVISION OF REHABILITATIVE PROGRAMS Data Requirements and Reporting Timeframes: The following Division of 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 utilized to collect and maintain all data related to contracted services for DRP. DRP 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.


Row 2, Column B – BB (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.

 <p>Data Requirements and Reporting Timeframes: The following Division of Rehabilitation Programs (DRP) TouchPoint Data Requirements and Reporting Timeframes will detail specifications on required data to be received in ARMS. ARMS is the centralized data system, which is utilized to collect and maintain all data related to contracted services for DRP. DRP maintains all data related to contracted services for DRP. DRP reserves the right to restrict the Data Requirements and Reporting Timeframes as needed. The provider will be notified of modifications to Data Requirements and Reporting Timeframes as per procedure changes 15 or 15) 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 stepsheets have also been included.</p>	<p>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 to request an Admin - Support Request TouchPoint (refer to the Contract Administration TouchPoint data requirements for keying the Admin - Support Request TouchPoint) to let the potential staff members previous ARMS user account to the requested ARMS site. If the potential staff member has never had ARMS access, the provider shall submit an Admin - Support Request TouchPoint to either create or disable an ARMS user account under staff email 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, are required to be 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 Staff Position Decision TouchPoint and request the provisional clearance form to be sent to them directly via email (Case Management for STOP non-affiliates will be processed accordingly). No potential staff member will be granted access to ARMS until a provisional clearance has been approved.</p>
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Row 3, Column B – BB (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.

 <p>Data Requirements and Reporting Timeframes: The following Division of Rehabilitation Programs (DRP) TouchPoint Data Requirements and Reporting Timeframes will detail specifications 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 restrict 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 15 or 15) 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 stepsheets have also been included.</p>	<p>Automated Reentry Management System (ARMS) TouchPoint Data Requirements and Reporting Timeframes for Community Reentry Services Programs: To be recorded in the appropriate program when the ARMS site. Need help with entering TouchPoint data in ARMS? Please contact: arm_s_support@cdcr.ca.gov. Have questions about the TouchPoint Data Requirements and Reporting Timeframes? Please contact your assigned Program Analyst or Contract Provider.</p> <p>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 to request an Admin - Support Request TouchPoint (refer to the Contract Administration TouchPoint data requirements for keying the Admin - Support Request TouchPoint) to let the potential staff members previous ARMS user account to the requested ARMS site. If the potential staff member has never had ARMS access, the provider shall submit an Admin - Support Request TouchPoint to either create or disable an ARMS user account under staff email 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, are required to be 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 Staff Position Decision TouchPoint and request the provisional clearance form to be sent to them directly via email (Case Management for STOP non-affiliates will be processed accordingly). No potential staff member will be granted access to ARMS until a provisional clearance has been approved.</p>																																										
<p>Data Requirements and Reporting Timeframes by TouchPoint:</p>	<table border="1"> <tr> <td data-bbox="1258 161 1323 451"> <p>This TouchPoint shall be entered prior to offering a position to a potential staff member. The complete hiring packet (including the provisional clearance form, and copies of...</p> </td> <td data-bbox="1323 161 1388 451"> <p>This TouchPoint shall be completed.</p> </td> <td data-bbox="1388 161 1453 451"> <p>This TouchPoint shall be entered prior to offering a position to a potential staff member. If a candidate has multiple job offers for the position, a candidate must be qualified for the position, a minimum of 1 year of professional experience, a...</p> </td> <td data-bbox="1453 161 1518 451"> <p>This TouchPoint shall be completed.</p> </td> <td data-bbox="1518 161 1583 451"> <p>This TouchPoint shall be entered prior to offering a position to a potential staff member. 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<p>This TouchPoint shall be entered prior to offering a position to a potential staff member. The complete hiring packet (including the provisional clearance form, and copies of...</p>	<p>This TouchPoint shall be completed.</p>	<p>This TouchPoint shall be entered prior to offering a position to a potential staff member. If a candidate has multiple job offers for the position, a candidate must be qualified for the position, a minimum of 1 year of professional experience, a...</p>	<p>This TouchPoint shall be completed.</p>	<p>This TouchPoint shall be entered prior to offering a position to a potential staff member. If a candidate has multiple job offers for the position, a candidate must be qualified for the position, a minimum of 1 year of professional experience, a...</p>	<p>This TouchPoint shall be completed.</p>																																						
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Row 4, Column B – BB (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.

A	B	C	D	E	F	G	H	I	J
 <p>Division of 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 utilized to collect and maintain all data related to contracted services for DRP. DRP retains the right to make 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 60 days (60) 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.</p>	<p>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 ARMS access, the provider shall submit an Admin - Support Request TouchPoint to either create or disable an ARMS user account and/or staff entry 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, are required to be 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 Staff Position Decision TouchPoint and request the provisional clearance form to be sent to them directly via email (Case Management for STOP non-affiliates) and will be processed accordingly. No potential staff member will be granted access to ARMS until a provisional clearance has been approved.</p>	<p>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 ARMS access, the provider shall submit an Admin - Support Request TouchPoint to either create or disable an ARMS user account and/or staff entry 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, are required to be 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. 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<p>Data Requirements and Reporting Timeframes by TouchPoint:</p> <p>ARMS Reports Verification Route for Compliance Confirmation (the reports shall be generated in 6 month increments, unless the report prompts instruct otherwise):</p>	<p>This TouchPoint shall be entered prior to offering a position to a potential staff member. The complete hiring packet including the provisional clearance form, and copies of:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the Staff Roster Tab 	<p>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 TouchPoint shall be completed:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the Staff Experience Tab 	<p>This TouchPoint shall be entered prior to offering a position to a potential staff member. If a staff position requires multiple educational experiences, a TouchPoint shall be completed:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the Staff Education Tab 	<p>This TouchPoint shall be entered prior to offering a position to a potential staff member, if a candidate has multiple credentials required. If a candidate has multiple TouchPoints that qualify them for:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the Staff Credentials Tab 	<p>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. Hiring Process will not occur until the provider has:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the MQ History Validation Tab 	<p>This TouchPoint shall be entered prior to offering a position to a potential staff member. Upon employment TD tests are required to be conducted:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the Staff Roster Tab 	<p>This TouchPoint shall be entered within the (5) business days of the date keyed on the training attendance roster, when staff complete any training and verification of completion/attendance:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the Staff Training Tab 	<p>This TouchPoint shall be entered individually for all current staff listed in ARMS and prior to hire, confirming COVID-19 vaccination administered (y/n, or no). If no, the date of the last COVID-19 vaccination shall be entered:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the Staff Roster Tab 	<p>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 has either been:</p> <ul style="list-style-type: none"> Staff OIA - Staff Roster (Community) Refer to the Staff Roster Tab



Data Requirements and Reporting Timeframes: The following Division of 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 utilized to collect and maintain all data related to contracted services for DRP. DRP 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.

Data Requirements and Reporting Timeframes by TouchPoint:

TouchPoint Definition: A TouchPoint 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 exams, as well as other types of information. TouchPoints 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 in this spreadsheet.

Reception TouchPoints Description: All DRP Community Operations (DAPO) referrals through the use of the ARMS Reception Program as of July 1, 2019. DAPO Referrals will be routed to the Contractor using the 1502 form or as a direct placement from the Community Transition Program. The ARMS Reception Program is only a virtual holding area for Parolees while their referral is being processed by the Contractor; services may not be tracked or provided while enrolled in the ARMS Reception Program.

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.

Case Management (Placement Office)

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 has either been approved or denied (the assigned Program Analyst will process this TouchPoint for STOP Case Management and all affiliates). This TouchPoint shall be keyed as approved, prior to processing a provisional clearance and/or offering a position to a potential staff member. Once this TouchPoint has been approved, STOP Case Management shall route the provisional clearance form to the Program Analyst (via email) for processing. Hiring Packets will not be approved if this TouchPoint is not completed.

This TouchPoint shall be entered within five (5) business days upon determination that the participant will not be advanced to DRP services and/or modalities.

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 minimum of three (3) contact attempts within thirty (30) calendar days must be entered before a participant can be dismissed for "No Contact". Participants who have been contacted and need to remain on the wait list must be contacted at a minimum of every thirty (30) calendar days thereafter. An individual TouchPoint must be entered for each attempted and/or successful contact.

This TouchPoint shall be entered and a signed copy shall be uploaded within the admission to the program.

This TouchPoint shall be entered twice during a participant episode, upon entry and exit of the program. Within five (5) business days of admission to the program, the Contractor shall complete this TouchPoint and select "Program Entry (Baseline)" for five (5) business days of dismissal from the program. The Contractor shall complete this TouchPoint and select "Program Exit" for the evaluation period.

This TouchPoint shall be entered prior to advancement to services and/or modality.

* Enrollment 07 - Reception Processing
 o Refer to the Details Tab

* Enrollment 06 - Community Wait 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

ARMS Staff COVID Information

* 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

* Enrollment 06 - Community Wait 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
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ARMS Staff Position Decision

* Staff 03a - Staff Roster (Community)
 o Refer to the Staff Roster Tab

* Staff 03a - Staff Roster (Community)
 o Refer to the Staff Roster Tab

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* Staff 03a - Staff Roster (Community)
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ARMS Referral Verification Form

* Enrollment 07 - Reception Processing
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ARMS External Referral

* Client 07 - Participant TouchPoint Audit Report
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ARMS Participant Profile

* Client 07 - Participant TouchPoint Audit Report
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ARMS Orientation TouchPoint

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ARMS Participant Summary

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 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

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* Client 07 - Participant TouchPoint Audit Report
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* Client 07 - Participant TouchPoint Audit Report
 o Refer to the Details Tab



Data Requirements and Reporting Timeframes: The following Division of 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 utilized to collect and maintain all data related to contracted services for DRP. DRP 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.

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 billable One-on-One" shall be marked yes in order to ensure payment. A provider shall only select yes for a billable session when all of the following criteria are met:

- * When a program staff member meets with a participant One-on-One;
 - * The meeting occurs in person;
 - * The meeting covers any of the following topics:
 - o Assessment Completion, Behavioral Issues, Career Development, CBT Progress, Court Review, Disciplinary Action, Interview Preparation, Job readiness, Job Search Assistance, Program Engagement, Referral Services, Review of Test Results, Transitional Counseling, Treatment Plan (Initial), and Treatment Plan Review;
 - The length of time for the meeting must fulfill the minimum amount of time identified as an individual unit of service on the current provider modality cost sheet;
 - * The meeting shall not qualify as a billable One-on-One if the meeting does not fulfill all of the aforementioned requirements.

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: the provider shall approve an excused absence for all participants and the approval shall be entered in the notes section within this TouchPoint for each individual participant. All attendance for enrolled participants must be keyed by Monday for the preceding Sunday through Saturday. For example: all attendance for Saturday, 3-10-19 through Saturday, 3-16-19 must be input into ARMS by Monday, 3-18-19.

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 well). For example: the provider shall approve an excused absence for all participants and the approval shall be entered in the notes section within this TouchPoint for each individual participant. All attendance for enrolled participants must be keyed by Monday for the preceding Sunday through Saturday. For example: all attendance for Saturday, 3-10-19 through Saturday, 3-16-19 must be input into ARMS by Monday, 3-18-19.

This TouchPoint shall be recorded by ARMS Class for each participant that is scheduled to attend class (this shall include excused and non-excused absences as well). For example: the provider shall approve an excused absence for all participants and the approval shall be entered in the notes section within this TouchPoint for each individual approval. The provider shall also ensure that the delivery method field is complete and confirm whether the session was completed in-person or via a paper packet. If the session was completed via a paper packet the provider shall not record the session attendance until a completed paper packet is received (All paper packet session durations shall be keyed for the allotted time of the group, i.e. if a session is 2 hours the paper packet session will also be two hours). All attendance for enrolled participants must be keyed by Monday for the preceding Sunday through Saturday. For example: all attendance for Saturday, 3-10-19 through Saturday, 3-16-19 must be input into ARMS by Monday, 3-18-19.

* 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 Reports/Verification Route for Compliance Confirmation: (the reports shall be generated in 6 month increments, unless the report prompts instruct otherwise).

TouchPoint Titles: Contract and Modality types:

Contract and Modality types:	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
CBC	No	No	Yes	No
CBCRRH	No	Yes	No	No
DRC	No	No	Yes	No
DRCRRH	No	Yes	No	No
LTORR	No	Yes	No	Yes
MCRP	No	Yes	No	Yes
CCTRP	No	Yes	No	Yes
PSC	No	Yes	No	Yes
THP	No	Yes	No	Yes
LSTP	No	Yes	No	Yes
LSUDT	No	Yes	No	Yes
LSUDD	No	No	No	No
CSUDT	Yes	No	Yes	No
COOP	Yes	No	Yes	No
FOVEP	No	Yes	No	Yes
RRH	No	Yes	No	No
Case Management (Placement Office)	No	No	No	No



Data Requirements and Reporting Timeframes: The following Division of 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 utilized to collect and maintain all data related to contracted services for DRP. DRP 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 and 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.

Data Requirements and Reporting Timeframes
by TouchPoint:

<p>This TouchPoint shall be entered for each individual participant that receives a positive test result, on the date that the test was administered. A copy of the result shall be uploaded within this TouchPoint.</p>	<p>This TouchPoint shall be entered for all major incidents, and within twenty-four (24) hours for all notable incidents. A copy of the signed 2284 shall be uploaded within this TouchPoint and any supporting documentation. For more information pertaining to major incidents and notable incidents please refer to the Incident Reporting Protocols. If you need a copy of this protocol please contact your assigned Program Analyst or Contractor.</p>	<p>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 enrollment. Enrollments shall not exceed three hundred sixty-five (365) calendar days (FOIEP is an exception to the three hundred sixty-five (365) calendar day rule, as participants can reside at the facility for up to fifteen (15) months). If documentation outside of ARMS supports the justification for the extension, the provider shall ensure that the documentation is uploaded within the TouchPoint.</p>	<p>* Client 05 - Drug Tests o Refer to the Drug Test Validation Tab</p>
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<p>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 granted for six (6) hours or more shall be approved by the AOR or Designee and a copy of the approval is required to be uploaded within this TouchPoint.</p>	<p>* Enrollment 04 - Community Extension Requests o Refer to the Extension Requests - New Tab</p>	<p>ARMS Community Incident Report (2284)</p>	<p>* Client 05 - Drug Tests o Refer to the Drug Test Validation Tab</p>
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<p>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). For example, the provider shall approve an excused absence for all participants and the approval shall be entered in the notes section within this TouchPoint for each individual approval. The provider shall also ensure that the delivery method field is complete and confirm whether the session was completed in-person or via a paper packet. If the session was completed via a paper packet the provider shall not record the session attendance until a completed paper packet is received (All paper packet session durations shall be keyed for the allotted time of the group, i.e. if a session is 2 hours the paper packet session will also be two hours). All attendance for enrolled participants must be keyed by Monday for the preceding Sunday through Saturday. For example, all attendance for Sunday, 3-10-19 through Saturday, 3-16-19 must be input into ARMS by Monday, 3-18-19.</p>	<p>* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab</p>	<p>ARMS Community Pass (Agent Approval)</p>	<p>* Client 07 - Drug Tests o Refer to the Drug Test Validation Tab</p>
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<p>ARMS Session Attendance Community: Outpatient Facilities</p>	<p>ARMS Extension Request (Community)</p>	<p>ARMS Drug Test Results: Positive Drug Test</p>	<p>ARMS Drug Test Results: Negative Drug Test</p>
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<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
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<p>No</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>Yes</p>		



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 protocols as needed. The provider will be notified of modifications to Data Requirements and Reporting Timeframes 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.

Functionality Title: Contract and Modality types:	Enrollments	Program Referral	Exits	View Pending Referrals	ARMS ROI	Enrollments	Assigning Caseloads	Creating ARMS Class	Adding Instructors	Adding/Removing Entities
<p>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 protocols as needed. The provider will be notified of modifications to Data Requirements and Reporting Timeframes 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.</p> <p>Data Requirements and Reporting Timeframes by Functionality (includes some CRS procedures to implementation needed by ARMS Support in ARMS):</p>	<p>All participants shall be enrolled within five (5) business days of the date referral was received, excluding placement and waitlist. All sections of the program that are required to be completed.</p>	<p>All participants shall be referred to the appropriate modality(s) and/or services within five (5) business days of the date the referral is received, excluding placement and waitlist. All sections of the program that are required to be completed.</p>	<p>All participants shall be exited within twenty four (24) hours when one or more of the following conditions have been met:</p> <ul style="list-style-type: none"> The participant is referred to services at an appropriate facility. The participant is referred to External Services and the ARMS External Referral TouchPoint is complete. The participant is non-responsive to waitlist contact attempts and the ARMS Wait List TouchPoint(s) are complete (refer to ARMS TouchPoint Business Rules). The ACR requests removal and the ARMS Wait List TouchPoint(s) are complete. <p>All sections of the Functionality are required to be completed.</p>	<p>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 matches the date of arrival. All Recovery Housing and STOP providers shall view pending referrals daily. They shall notify the referral issuers, via email, that they will accept/deny the referral, but shall not accept the referral in ARMS until the date the participant arrives at the facility. All sections of the Functionality are required to be completed.</p>	<p>The ARMS ROI shall be entered for all participants within five (5) business days upon the program admission date. The ARMS ROI shall be updated within the ROI functionality. All sections of the Functionality are required to be completed.</p>	<p>Providers shall not enroll participants in ARMS until the date the participant arrives at the facility, and shall ensure the date of enrollment matches the date of arrival. All sections of the Functionality are required to be completed.</p>	<p>Once a provider has determined a participant's caseload, they will have twenty four (24) hours to assign the participant to a section of the ARMS. All sections of the Functionality are required to be completed.</p>	<p>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 are needed. Classes shall not be recycled, and the Provider shall disable a class once the class has been completed. A new class shall be created at the beginning with every new group. Once a provider has determined a participant's class placement, they shall have twenty four (24) hours to assign the participant to a class. All sections of the Functionality are required to be completed.</p>	<p>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 order to have the instructor added to ARMS. All sections of the Functionality are required to be completed.</p>	<p>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 provider is utilizing a outside vendor that does not utilize ARMS, the vendor would need to be recorded and the outside vendor would need to populate within the instructor dropdown menu, the provider shall contact ARMS.Support@cdcr.ca.gov to have the entity added. Providers shall not add or remove Entities at any time and shall contact ARMS.Support@cdcr.ca.gov and request to either add or remove an entity if necessary. All sections of the Functionality are required to be completed.</p>
<p>ARMS Reports/Verification Route for Compliance Confirmation (the reports shall be generated in 6 month increments, unless the report prompts instruct otherwise):</p>	<p>* Enrollment 07 - Referrals Snapshot o Refer to the Referral Details Tab</p>	<p>* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab</p>	<p>* Enrollment 07 - Reception Processing o Refer to the Details Tab</p>	<p>* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab</p>	<p>* Verify, through the participants dashboard that an active ROI is in ARMS.</p>	<p>* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab</p>	<p>* Client 02 - Caseloads o Refer to the Caseloads tab</p>	<p>* Attendance 01b - Sessions Recorded (Community) o Refer to the Session Details Tab</p>	<p>* Confirm with ARMS Support</p>	<p>* Confirm with ARMS Support</p>

Approved Copy 5/26/2022


The Functionalities and CRS Procedures listed within the Data Requirements and Reporting Timeframes have been signed and approved by Community Reentry Services.

Signature: Michelle Christopoulos Date: 5/26/2022

Michelle Christopherson, AGPA
Community Reentry Services
Division of Rehabilitative Programs
CDCR

Signature: Jessica Fernandez Date: 5/26/2022

Jessica Fernandez, SSM II
Community Reentry Services
Division of Rehabilitative Programs
CDCR



Data Requirements and Reporting Timeframes:
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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.

The ARMS Invoicing Data - Monthly Activity Invoice Reconciliation (Invoicing Data - MACTP Monthly Activity Invoice Reconciliation for MACTP) shall be generated weekly, for the preceding Sunday through Saturday for data entry, verification and recording any issues prior to the next date as follows:

- Select the requested reconciliation by clicking the back button by the 1st day of the month to pull the data for the desired subject.
- Set Column C (Program) for each individual site. Site filter, if you only pulled for one address location, Set Column X (Days Attended Total). The total reflected should match the invoice total for each site. Continue to reconcile each individual program site.
- Check each client's rate and total, one by one, to locate the amount that is inaccurate.
- For Emergency Housing, make sure that the referral type in column J reflects "emergency housing". In addition, your total should match the rate that is being utilized for this specific housing (only verify if Emergency Housing applies to your program type).
- For Housing, all modalities should have the latest rate for your area which will then total to the correct dollar amount.
- Total days in attendance x rate = Days Attended Total
- Total days in attendance x rate = Days Attended Total
- Total days in attendance x rate = Days Attended Total

If the total is incorrect, check the amount of "Days in Attendance" (Column T); this reflects the number of Day/Night Attendances recorded. Extra attendances would result in overpayment, while missing attendances will result in a lower total.

Multiple rates tab to ensure that your program did not have multiple rates that apply. If your program does have multiple rates you would need to include the following:

- Multiple rates tab to ensure that your program did not have multiple rates that apply. If your program does have multiple rates you would need to include the following:
- Multiple rates tab to ensure that your program did not have multiple rates that apply. If your program does have multiple rates you would need to include the following:
- Multiple rates tab to ensure that your program did not have multiple rates that apply. If your program does have multiple rates you would need to include the following:


• Confirm with invoice (are invoices submitted on time, are there any issues?)
 • For STOP, are there issues with inaccurate data on the Invoicing Data, not at fault of the ARMS system itself?

Confirm with the Invoicing Data for MACTP, in the 5th or 6th month of the preceding month. For example, pull the Invoicing Data for MACTP on Wednesday, 06/05/2021 for Thursday, 06/03/2021, and follow the above steps. Confirm the monthly data pulled (location to your weekly data pulled location) to confirm that charges are not incorrect and the data matches the invoice submission to DRP. Please make to follow this procedure in the entry prior to submitting your invoices for reimbursement.

Confirm with invoice (are invoices submitted on time, are there any issues?)
 • For STOP, are there issues with inaccurate data on the Invoicing Data, not at fault of the ARMS system itself?

Functionality Titles:	Contract and Modality types:	ARMS Invoice Procedures:
CRS	CRS	Residential/Live in Facilities
CRS/RRH	CRS	
DRP	DRP	
DRP/RRH	DRP	
LTORR	LTORR	
MGRR	MGRR	
PSC	PSC	
THP	THP	
LSTP	LSTP	
LSUDT	LSUDT	
CSUDT	CSUDT	
OOP	OOP	
FOTEP	FOTEP	
RRH	RRH	
Case Management (Placement Office)	Case Management (Placement Office)	

Approved Copy 5/26/2022



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 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.

<p>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 submitting the Invoicing 01a with your monthly invoice to DRP for payment. For example: pull the Invoicing 01a on Monday, 05/03/2021 for Sunday, 04/25/2021 through 05/01/2021. Once the reports generated, the next steps are as follows:</p> <ul style="list-style-type: none"> Select the outpatient slot, reconciliation tab. First apply the sort and filter to row 1 (report title) so that you can select and sort the desired columns. Select Column C, program for each individual site (skip later if you only pulled for one address location). Sum Column R, Total. The total reflected should match the invoice total for each program. If the Invoicing 01a total does not match the invoice, check the following: <ul style="list-style-type: none"> Check each client's rate and total (Column Q and Column R), one by one, to locate the amount that is inaccurate. If a rate is incorrect or missing, email your program analyst the issue so that it can be communicated to ARMS Support. If the total is incorrect, check the amount of "Days in Attendance", Column P. This reflects the number of Daily/Night Attendances recorded. Extra attendances would result in overpayment, while missing attendances will result in a lower total. <ul style="list-style-type: none"> Total Days in Attendance x Rate = Days Attended Total Continue program specifically, down to client specific, until all totals match the invoiced amount. Sum of the entire tab should equal billing for all Outpatient services for the month. <p>Generate the Invoicing 01a on the 5th of every month for the preceding month. For example: pull the Invoicing 01a on Wednesday, 05/05/2021 for Thursday, 04/01/2021 through Friday, 04/09/2021, and do this about the 1st of every month. Compare the amount data for the previous month to the current month. If there are any differences, investigate why the changes here not occurred and the data matches the invoice submission to DRP. Please ensure to follow the processing in its entirety prior to submitting your invoices for reimbursement.</p> <ul style="list-style-type: none"> 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 system itself? 	<p>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 submit the request to their assigned Program Analysts for approval. Program Analysts will review the request and will email to the appropriate personnel for updating in ARMS. If curriculum hasn't been utilized within four (4) consecutive months and the provider does not anticipate curriculum use in the ARMS site, the contractor shall follow the curriculum removal instructions as stated above within five (5) calendar days of the effective date for determination of non-use. For a copy of the Curriculum Change Request Form contact your assigned Program Analyst. All program and contractor, ARMS support and ownership information are required to be completed.</p> <ul style="list-style-type: none"> 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 for four (4) consecutive months is being removed to determine if how 	<p>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 submit the request to their assigned Program Analysts for approval. Program Analysts will review the request and will email to the appropriate personnel for updating in ARMS. If curriculum hasn't been utilized within four (4) consecutive months and the provider does not anticipate curriculum use in the ARMS site, the contractor shall follow the curriculum removal instructions as stated above within five (5) calendar days of the effective date for determination of non-use. For a copy of the Curriculum Change Request Form contact your assigned Program Analyst. 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Verify with the provider that all curriculum that has not been in use for four (4) consecutive months is being removed to determine if how 	<p>The CRS unit uses modality rate sheets to update community reentry provider information in ARMS. Modality rate sheets are collected on an annual basis and are also received throughout the fiscal year as new locations open, existing locations update contact information, or locations are discontinued (disabled). Modality rate sheets are then referred to as rate sheets to record these existing treatment modalities for all program</p> <ul style="list-style-type: none"> Confirm with CRS Admin Support Unit (are there any reported issues on how the provider submits their Rate Sheets)? 	<p>When requesting to add and/or remove Assessments down within the ARMS Assessment Upload Assessment Form, all providers shall submit the request to their assigned Program Analyst for approval and the Program Analyst will route to the appropriate personnel for updating in ARMS. When submitting the Assessment request, the Provider shall include a complete hard copy of the assessment, including scoring rules and ownership information.</p> <ul style="list-style-type: none"> Confirm with CRS Admin Support Unit (are there any reported issues on how the provider submits their assessments?) 	<p>When requesting to add and/or remove Assessments down within the ARMS Assessment Upload Assessment Form, all providers shall submit the request to their assigned Program Analyst for approval and the Program Analyst will route to the appropriate personnel for updating in ARMS. 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<p>Functionality Titles: Contract and Modality types:</p>										<p>Provider Modality Rate Sheet (Known as Direct Contract Directory Information Sheet for Direct Contracts)</p>	<p>Exits</p>			
CBC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
CBC/RRH	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
DRC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
DRC RRRH	No	No	No	No	No	No	No	No	No	No	No			
LTPRR	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
MGRHP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
MGRHP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
PSC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
THP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
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LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
LSTP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes						