

REQUEST FOR PROPOSAL SECONDARY METHOD



**Division of Administrative Services
Office of Business Services
Contracts Management Branch**

Updated: October 2025



STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACTS MANAGEMENT BRANCH



1/9/2026

REQUEST FOR PROPOSAL (RFP)
NOTICE TO PROSPECTIVE PROPOSERS
Specialized Treatment for Optimized Programming (STOP) Services
RFP NUMBER C5613147-D

RFP MUST BE SUBMITTED ELECTRONICALLY

Please see the RFP Submittal Process instructions below for CDCR's new electronic proposal submission procedures.

You are invited to review and respond to this RFP C5613147-D, titled Specialized Treatment for Optimized Programming (STOP). In submitting your proposal, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

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

The designated contact person for this RFP is:

Contract Analyst: Kelly Perri
California Department of Corrections and Rehabilitation
Email address: kelly.perri@cdcr.ca.gov
Phone: (279) 210-3715

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

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

Sincerely,

Kelly Perri

Kelly Perri
Contract Analyst
Service Contracts Section

Table of Contents

RFP PACKAGE OVERVIEW.....	- 4 -
PROJECT INTRODUCTION AND CONDITIONS.....	- 6 -
PROJECTED TIMETABLE	- 6 -
FUNDING.....	- 6 -
PROPOSER QUALIFICATIONS AND LICENSING REQUIREMENTS.....	- 7 -
PROHIBITION ON TAX DELINQUENTS	- 7 -
PROPOSER RESPONSIBILITIES AND THE RFP PACKAGE	- 7 -
PROPOSAL ELEMENTS.....	- 7 -
RFP SUBMITTAL PROCESS.....	- 10 -
LETTERS OF INQUIRY	- 11 -
EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS	- 12 -
GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE	- 12 -
EVALUATION AND AWARD	- 12 -
PROTEST AWARD	- 14 -
AGREEMENT EXECUTION.....	- 14 -
EXTENSION OF TERM	- 15 -
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM.....	- 15 -
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE.....	- 15 -
SMALL BUSINESS PREFERENCE PROGRAM	- 16 -
NON-SMALL BUSINESS PREFERENCE REQUEST	- 17 -
NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE.....	- 17 -
TARGET AREA CONTRACT PREFERENCE ACT (TACPA).....	- 18 -
IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND DVBS	- 18 -

RFP PACKAGE OVERVIEW

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

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

- Proposal Submittal Checklist
- Bidder Acknowledgment/Certification (OBS 300)
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Placement Location (Exhibit A-1)
- Budget Details and Payment Provisions (Exhibit B)
- Line Item Budget Guide (Exhibit B-1)
- Budget Proposal Rate Sheet (Exhibit B-1.1 through B-1.5)
Electronically downloaded proposal package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-1, first paragraph).
- Budget Proposal Rate Sheet Summary (Exhibit B-2)
- Non-Expendable Equipment (Exhibit B-3)
- Provider Directory Information Sheet (Exhibit B-4)
- General Terms and Conditions (Exhibit C)
This document is incorporated in this proposal package by reference only and is available on the Internet at Standard Contract Language for Non-IT Services - GTC 02/2025.
- Special Terms and Conditions (Exhibit D)
- Business Associates Agreement (HIPAA) (Exhibit E)
- CDCR 2301 PREA Policy Information for Volunteers and Contractors (Exhibit F)
- ARMS Data Sharing Security Agreement (Exhibit G)
- STOP Program Areas (Attachment 1)
- Site and Funding Limit Requirements (Attachment 2)
- Activity Report (Attachment 3)
- Data Requirements and Reporting Timeframes (Attachment 4)
- Community-Based Provider Modality Cost Sheet- Licensed Residential Treatment (LSUDT/LRT) (Attachment 5)
- Residential Modality Cost Sheet (Attachment 6)

- Outpatient Modality Cost Sheet (Attachment 7)
- Community-Based Provider Modality Cost Sheet- Non-SUD Outpatient Treatment Services (OOP/OPNS) (Attachment 8)
- Community-Based Provider Modality Cost Sheet- Female Offender and Employment Program (FOTEP) (Attachment 9)
- Community-Based Provider Modality Cost Sheet- SUD Outpatient Treatment Services (CSUTD/OPS) (Attachment 10)
- Housing First (Attachment 11)
- Background Security Clearance Application (Attachment 12)
- No Longer Interested Notification (Attachment 13)
- Scoring Criteria and Summary – Specialized Treatment for Optimized Programming (STOP) (Attachment 14)
- Contractor Certification Clauses (CCC-04/2017)
- Payee Data Record (STD 204)
- Payee Data Record Supplement (STD 205)
- Supplement Vendor Payee Data Record Form
- Darfur Contracting Act (OBS 1500)
- Iran Contracting Act (OBS 1502)
- California Civil Rights Laws Certification (OBS 1510)
- Generative Artificial Intelligence (GenAI) Reporting and Factsheet (OBS 1000)
- Sample Certificate of Insurance
- Bidder Declaration (GSPD-05-105)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- California DVBE Bid Incentive Instructions
- Disabled Veteran Business Enterprise Declarations (DGS PD 843)
- DVBE Bid Incentive Request and Acknowledgement (OBS 554)
- Target Area Contract Preference Act (STD 830)
- Bidder's Summary (DGS/PD 526)
- Proposer's References

PROJECT INTRODUCTION AND CONDITIONS

BACKGROUND STATEMENT

The CDCR, Division of Rehabilitative Programs (DRP) has established STOP to reduce recidivism and increase public safety through effective community reintegration.

PROBLEM STATEMENT

The CDCR has determined that STOP services will assist in the effort to reduce recidivism rates among supervised individuals and increase public safety by providing evidence-based programming in the areas of substance abuse treatment, anger management, criminal thinking, family relationships, employment, education/literacy and life skills.

PROGRAM GOALS AND OBJECTIVES

The goal of the STOP is to establish and oversee a network of Community-Based Providers that provide comprehensive services to the participant population, during their transition into the community in order to support a successful reentry. The CDCR, DRP has developed reentry strategies that target incarcerated persons who are nearing their release with SUD treatment, enhanced academic and vocational programs, and pre-employment transitional services. The CDCR, DRP is extending this network of reentry services.

CONTRACT TERM

The term of the Agreement(s) resulting from this RFP shall be approximately three (3) years with two (2) optional one (1) year terms, and is expected to begin July 1, 2026.

CDCR reserves the right to amend the term of any Agreement as needs arise.

PROJECTED TIMETABLE

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

RFP Available to Prospective Proposers	January 9, 2026
Letters of Inquiry Submission Date	January 27, 2026 by 5:00 PM
Request for Access to Vendor RFP Upload Portal	February 11, 2026 by 5:00 PM
Proposal Submission	February 24, 2026 by 11:00 AM
Anticipated Date for Commencement of Services	July 1, 2026
Term End Date of Agreement	June 30, 2029

FUNDING

Subject to the availability of funds and approval by the Department, there is a current maximum budget of \$50,802,528.00 for Program Area 1, \$58,251,995.00 for Program Area 2, \$65,754,403.00 for Program Area 3, \$65,142,320.00 for Program Area 4, \$109,447,189.00 for Program Area 5, and \$49,709,291.00 for Program Area 6 (excluding optional year terms and Returning Home Well Housing funding.) Refer to Attachment 2, Site and Funding Limit Requirements, for a breakdown of funding maximums for each fiscal year by Program Area. Any proposal exceeding the maximum funding threshold will be disqualified.

PROPOSER QUALIFICATIONS AND LICENSING REQUIREMENTS

Proposer qualifications and licensing requirements (if any) are specified below and/or in Exhibit A. Unless otherwise stated, the proposer shall meet all qualifications and licensing requirements at the time of the proposal submission.

PROHIBITION ON TAX DELINQUENTS

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

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

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

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

PROPOSER RESPONSIBILITIES AND THE RFP PACKAGE

Proposers are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a proposal. If the language is unclear or ambiguous, it is the proposer's responsibility to request clarification or assistance through the LOI process. Please note that no verbal information will be binding upon the State unless the State issues such information in writing as an official addendum. If the RFP is modified prior to the final proposal submission date, the State will issue an addendum that will be posted on the Cal eProcure website.

All costs resulting from the proposer's participation in the RFP process are at the proposer's expense.

No costs incurred by the proposer for participating in the RFP process will be reimbursed by CDCR.

PROPOSAL ELEMENTS

COVER LETTER

A cover letter shall be signed by an individual authorized to bind the proposer and shall indicate that person's title or position. The cover letter must be on the proposer's company letterhead and contain the following information:

- A. Name and address of the proposer submitting qualifications;
- B. Proposer's headquarters for purposes of this Agreement, if awarded;
- C. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- D. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the proposer;
- E. Statement that personnel who will provide services under the Agreement will have the required certifications and that proposer will have qualified personnel available to meet the service needs;
- F. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC§10286;

- G. Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) Reference number issued to the certified SB/MB by the Department of General Services (if applicable);
- H. Date of establishment;
- I. History;
- J. Location; and
- K. Any known conflicts of interest.

TABLE OF CONTENTS

The information must be organized as presented with corresponding page references.

GENERAL APPROACH SUMMARY

The proposal shall include a brief overview of the project and summarize the Proposer's overall approach to the work. The summary should be no more than fifteen (15) pages.

METHODOLOGY

The proposal must include a work plan describing the methods to be employed to accomplish the project objectives. The methodology must be described in sufficient detail to allow CDCR staff to evaluate the methods and must address all tasks and items in the Exhibit A, Scope of Work.

The proposal must describe how the objectives will be met and the methods the proposer will use. The description must include not only what work will be performed, but how it will be performed.

The tasks described in Exhibit A, Scope of Work outline a general approach for meeting the project objectives; however, alternative approaches for some or all of the tasks may be proposed if they meet or exceed the project objectives.

Refer to the RFP Scoring Criteria, Attachment 14, for the objectives requiring the proposer's methodology and the number of points associated with each objective.

BUDGET PROPOSAL

The budget proposal must specify the total cost and include detailed project costs, as required in the budget proposal.

The SB and DVBE commitments must be identified, by dollar amount, and included in the budget proposal.

The costs identified, should take into consideration the length of the contract, rise in salaries and administrative overhead costs.

The amount identified on the budget proposal may not be changed and will remain in effect for the term of the Agreement.

Proposer shall provide rate(s) on the Budget Proposal Rate Sheet (Exhibit B-1.1 through B-1.5). Proposer shall set forth rates in clear, legible figures in the spaces provided in the Budget Proposal (Exhibit B-1.1 through B-1.5.) Failure to provide the required rates shall be cause for rejection of your proposal.

NOTE:

1. Any quantities listed on the Budget Proposal Rate Sheet (Exhibit B-1.1 through B-1.5) are CDCR's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.

2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
3. The amount of the total proposal will be rounded up to the nearest whole dollar when the Agreement documents resulting from this proposal are prepared.

All required documents listed in the Proposal Submittal Checklist must be included within the proposal. No proposal will be considered unless it is submitted with the CDCR Bidder Acknowledgement/Certification form (OBS 300) and Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet and is in conformance with the submission requirements of this RFP. Additionally, a signed copy of all pages of the Contractor Certification Clauses (CCC-04/2017) must be submitted to CDCR with the completed proposal. The State reserves the right to request clarification of any documents included with this RFP.

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

FACILITY LOCATIONS

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

The proposer hereby authorizes the State to insert the Proposer's facility as listed in the OBS 300 into the contract Exhibit A, Scope of Work.

The proposer shall identify and describe the proposed site locations for the Specialized Treatment for Optimized Programming service. In addition, the proposer should make a case for how the location will complement the services provided. The proposer shall include a Google ® map of the area or other documentation that supports the description provided.

ADMINISTRATIVE EXPERIENCE

The proposer shall be an organization that has had at least three (3) years of experience with overseeing community-based organizations that provide services to individuals transitioning from state incarceration. The organization is defined as the entity identified on the STD 204, Payee Data Record, and is directly responsible for delivery of services. Administrative experience should include all administrative functions of a project, including fiscal, accounting, budgeting, personnel, contract and/or grant management. The proposer must have the experience, qualifications, and resources to perform the required tasks of the service.

The CDCR reserves the right to verify a proposer's claimed experience, education, and references and/or commitment required in a proposal element. In the event that any data is found to be inaccurate or false, the CDCR will have the right to disqualify the proposer from the RFP process and/or to deduct the specified points allocated for the data.

BUSINESS RÉSUMÉ

The proposal shall include a business résumé describing the proposer's business experience in providing Specialized Treatment for Optimized Programming services to incarcerated individuals who are nearing their release. The résumé must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. If the proposer intends to subcontract any of the required services, the proposal shall include a business résumé for the proposed subcontractor(s) as well.

PROPOSER'S REFERENCES

The proposal shall include a minimum of three (3) verifiable references from contracting partners or other entities that support the proposer's qualifications to perform the work listed in this RFP. The references should address:

1. Type of service(s) provided;
2. The term of the contract;
3. If the services were provided satisfactorily;
4. How the proposer responded to reviews or other audits; and
5. Whether any sanctions were taken against the proposer.

CDCR reserves the right to seek references in addition to the client references provided by the proposer, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

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

RFP SUBMITTAL PROCESS

If the proposer submits multiple proposals to be located on different sites from each other (geographically non-contiguous), each proposal is required to be completed and submitted separately. For evaluation purposes, each proposal will be considered stand alone.

Proposers must request access to the Vendor RFP Upload Portal, via email at CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov, no later than the time and date specified in the Projected Timetable, as shown on page six (6) of this RFP. The CDCR will respond to your access request via email with a link to the Vendor RFP Upload Portal. Please allow two (2) business days for a response.

The subject line of the email must be titled:

ACCESS REQUEST FOR RFP C5613147-D FOR STOP SERVICES IN PROGRAM AREA: _

The body of the email request must only contain the following:

RFP NUMBER: C5613147-D
STOP PROGRAM AREA:
ATTENTION: Kelly Perri
COMPANY NAME:
NAME(S) AND EMAIL ADDRESS(ES) OF STAFF REQUESTING ACCESS:

(See Sample Below)

 Send	To	cdcr-cmb-non-it-service-bids@cdcr.ca.gov
	Cc	
Subject ACCESS REQUEST FOR RFP C5613147-D FOR STOP SERVICES IN PROGRAM AREA: _		

RFP NUMBER: C5613147-D
STOP PROGRAM AREA:
ATTENTION: Kelly Perri
COMPANY NAME:
NAME(S) AND EMAIL ADDRESS(ES) OF STAFF REQUESTING ACCESS:

Proposals must be submitted electronically via the link provided, to the Vendor RFP Upload Portal, and include all required proposal submission documents in a clear, legible Portable Document Format (PDF). Proposals must be fully responsive and lack any deficiency.

A new access request is required for each submission. Proposers will not be able to submit a proposal via a previously granted link. Each access link granted is unique to the specific submission.

In submitting a proposal, the proposer accepts the terms and conditions expressed herein. Costs incurred for developing proposals and in anticipation of award of the Agreement are the responsibility of the proposer and shall not be charged to the State. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear one of the following: DocuSign, or Adobe Acrobat Sign signature, or a scanned document of an original ink signature. An unsigned proposal may be rejected.

A proposer may modify a proposal after its submission by withdrawing the original or prior proposal and resubmitting a new proposal prior to the proposal submission deadline. A proposal may be withdrawn from consideration by submitting a written withdrawal request to CDCR, via email at CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov, from the proposer or an authorized agent. Proposal modifications offered in any other manner, oral or written, will not be considered.

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

LETTERS OF INQUIRY

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

Any letters of inquiry must be submitted by email to allow CDCR time to research and prepare a response. Submit your letter of inquiry by the date specified in the Projected Timetable Section of this RFP directly to Kelly Perri, Contracts Management Branch, by E-mail: kelly.perri@cdcr.ca.gov. Inquiries received after this date will only be addressed at CDCR's discretion.

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

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

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE

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

Proposer / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

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

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

EVALUATION AND AWARD

CDCR will perform a Pre-Qualification Evaluation to ensure that the proposer has included all required documentation in the proposal submittal.

If a proposal package does not meet all of the requirements set forth in this RFP, it may be considered non-responsive and rejected from further competition.

Those proposers’ submittals that pass this review will be forwarded to the selection committee for evaluation of the technical proposals.

TECHNICAL EVALUATION

The Selection Committee will evaluate and score all proposals, passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria and Summary, Attachment 14, identified in this RFP.

The overall responsiveness of each proposal will be based on the complete response from the proposer to the RFP requirements, including Exhibit A, Scope of Work for the project. Final ranking of the proposals will be based on the criteria set forth in the Scoring Criteria and Summary, Attachment 14, included in this RFP.

EVALUATION OF BUDGET PROPOSAL

The lowest budget proposal will be awarded the maximum amount of cost points. Other proposals will be awarded cost points based on the following calculation:

Other Budget Proposal points = Factor x Maximum Cost Points

Factor = Lowest Budget Proposal/Other Budget Proposal

EXAMPLE:

Lowest Budget Proposal	\$75,000
Other Budget Proposal	\$100,000
Maximum Cost Points Available	30
Factor	$\$75,000/\$100,000 = \frac{3}{4}$

Other Budget Proposal points = $\frac{3}{4} \times 30 = 22.5$ cost points awarded to Other Budget Proposal

So,

Lowest Budget Proposal of \$75,000 receives 30 points

Other Budget Proposal of \$100,000 receives 22.5 points

AWARD OF AGREEMENT

Award of an Agreement, if it is to be awarded, will be to the responsible proposer meeting all of the RFP requirements with the highest rank.

In the event of a tie, CDCR will utilize a tie breaker to determine the winning proposer. The winning proposer will be determined by coin toss method. Heads will be assigned alphabetically (i.e. Adams Company, Inc., would be heads, Boy Company, Inc., would be tails.) Tie breaks will be witnessed, and proposers may attend to witness the tiebreak process. by contacting the CDCR contract analyst noted on page two (2) of this RFP.

The State intends to award one Agreement per program area to the responsible proposer earning the highest score.

Proposers may submit proposals for one or more program areas; however, no single proposer will be awarded more than two (2) program areas under this solicitation. If a proposer is awarded more than one (1) program area, a separate Agreement is required for each program area.

GROUND FOR REJECTION

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

Additionally, a proposal may be rejected if:

1. it is received after the due date and time for submittal;
2. the proposal cost is not prepared as required by the RFP;
3. the proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing;
4. the proposer has received a substantive negative contract performance from the State;
5. any items required by the RFP are not included with the submittal;
6. the proposer's facility does not meet site inspection requirements;

7. the proposal contains false or misleading statements or provide references which do not support an attribute or condition claimed by the proposer; or
8. in the opinion of CDCR, such information was intended to mislead CDCR in its evaluation of the proposal and the attribute, condition, or capability is a requirement of this RFP.

No proposal may be rejected arbitrarily or without reasonable cause.

The contract may be immediately terminated at the sole discretion of CDCR if false or misleading information contained in the RFP is discovered after the contract is awarded. The Contractor will be liable for all costs associated with termination of the contract and any subcontracts the Contractor may have for the performance of this contract.

NOTICE OF INTENT TO AWARD

A notice of intent to award the contract will be publicly posted for five (5) working days following the award announcement and notification of disqualifications will be emailed to all proposers. After completion of the five (5)-day public posting, the proposed contract awardee will be formally notified by email and all proposals and rating sheets will be available for public inspection.

Notice of the intent to award will be posted on the Cal eProcure website for this event.

PROTEST AWARD

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

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

The envelope or email subject line containing the written protest must clearly state:

"Protest Concerning RFP Number C5613147-D for the California Department of Corrections and Rehabilitation".

Protests **MUST** be filed with:

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

AGREEMENT EXECUTION

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

The successful proposer shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this RFP Exhibits A, A-1, B, B-1, B-1.1 through B-1.5, B-2, B-3, B-4, D, E, F, G and Attachments 1-14.

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

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

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

EXTENSION OF TERM

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

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

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

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

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

To be eligible for the DVBE incentive, the business must:

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

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

Award Based on High Score

The DVBE Incentive will be awarded based on the guidelines below:

1. Proposers with DVBE participation of less than the required percentage listed in the solicitation will be deemed non-responsive and eliminated from any further consideration.
2. Application of the Incentive is based on the High Score Method. The Incentive shall not exceed 5 percent (5%), nor be less than 1 percent (1%) of the total possible available points, not including points for socioeconomic incentives or preferences. (CCR 1896.99.120(b))
3. Incentive points are included in the sum of non-cost points.
4. Incentive points cannot be used to achieve any applicable minimum point requirements.
5. Incentive points are deemed a desirable administrative requirement awarded based on amount of participation.

EXAMPLE: High Score Method

Available points example using a sliding scale:

200 points – Administrative
400 points – Technical
600 points – Cost
1200 points Total

Possible Maximum of sixty (60) points for DVBE Incentive calculated as follows:

DVBE PARTICIPATION LEVEL	POSSIBLE POINTS CALCULATION
1.0 - 1.99%	1% x 1200=12
2.0 UP TO 2.99%	2% x 1200=24
3.0 UP TO 3.99%	3% x 1200=36
4.0 UP TO 4.99%	4% x 1200=48
5.0 UP TO 5.99%	5% x 1200=60

SMALL BUSINESS PREFERENCE PROGRAM

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

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

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

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to proposers who certify as a Small/Micro Business enterprise. The rules and regulations of

this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

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

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

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

NON-SMALL BUSINESS PREFERENCE REQUEST

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

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

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

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

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro Business preference and verified as such in the relevant category or business type, will be granted a preference of five percent (5%) of the lowest responsive proposal, if the lowest responsive proposal is submitted by a proposer not certified as a Small/Micro Business.

In granting Small/Micro Business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the proposer.

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

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

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

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

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

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

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

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

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

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

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information of the CDCR Bidder Acknowledgement/Certification form (OBS 300), your business shall be classified as a large business, which will preclude your bid from receiving the five percent (5%) Small/Micro business preference and can cause incorrect reporting of Small/Micro business and large business participation by CDCR.

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

PROPOSAL SUBMITTAL CHECKLIST

SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING (STOP) SERVICES

RFP NUMBER: C5613147-D

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

A complete proposal will consist of the documents identified below.

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

- ☐ Proposal Submittal Checklist (this checklist)
- ☐ Bidder Acknowledgement/Certification (OBS 300)
- ☐ Placement Location (Exhibit A-1)
- ☐ Budget Proposal Rate Sheet (Exhibit B-1.1 through B-1.5)
- ☐ Budget Proposal Rate Sheet Summary (Exhibit B-2)
- ☐ Non-Expendable Equipment (Exhibit B-3)
- ☐ Completed Business Associates Agreement (Page 15) from Business Associates Agreement (HIPAA) (Exhibit E)
- ☐ Contractor Certification Clauses (CCC-04/2017)
The CCC can be found on the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years.
- ☐ Payee Data Record (STD 204)
- ☐ Payee Data Record Supplement (STD 205)
- ☐ Supplement Vendor Payee Data Record Form
- ☐ Darfur Contracting Act (OBS 1500)
- ☐ Iran Contracting Act (OBS 1502)
- ☐ California Civil Rights Laws Certification (OBS 1510)
- ☐ Generative Artificial Intelligence (GenAI) Reporting and Factsheet (OBS 1000)
- ☐ Bidder Declaration (GSPD-05-105)
- ☐ Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555), if applicable

- _____ Disabled Veterans Business Enterprise Declarations (DGS PD 843), if applicable
- _____ DVBE Bid Incentive Request and Acknowledgement (OBS 554), if applicable
- _____ Target Area Contract Preference Act (TACPA) (STD 830), if applicable
- _____ Bidder's Summary (DGS/PD 526), if applicable
- _____ Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered.
- _____ Business Résumé (Refer to Exhibit A, Scope of Work, Section IV. Organizational Qualifications, Subsection A. Experience and Knowledge)
- _____ Financial statements OR proof of an approved line of credit (Refer to Exhibit A, Scope of Work, Section IV. Organizational Qualifications, Subsection A. Experience and Knowledge)
- _____ Proposer's References
- _____ Organizational Chart
- _____ Operations Manual
- _____ Transportation Coordination Plan
- _____ Subcontract Template for Community-Based Providers
- _____ Rate Methodology Plan
- _____ Participant's Orientation Program Handbook
- _____ Parent's Handbook
- _____ Staffing Plan
- _____ Duty Statements
- _____ Employee Handbook
- _____ Data Requirements and Reporting Timeframes Plan
- _____ Transition of the Agreement to a Successor Plan

NOTE TO PROPOSER: In addition to the above, the contractor shall furnish the following to CDCR within thirty (30) calendar days of Agreement execution.

- _____ Proof of Commercial General Liability Insurance
- _____ Proof of Automobile Liability Insurance
- _____ Proof of Non-Medical Professional Liability Insurance
- _____ Proof of Workers' Compensation Insurance
- _____ Lease Agreements – Signed and/or Proof of Ownership
- _____ Cost Allocation Plan

Bidder Acknowledgement/Certification (OBS 300)
California Department of Corrections and Rehabilitation (CDCR)

RFP Number C5613147-D

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

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

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

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

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

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

Bidding Preferences Claimed (Check only the preferences claimed)

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

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

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Detail and Payment Provisions	
	Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+			
-			

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING

I. INTRODUCTION

The goal of the Specialized Treatment for Optimized Programming (STOP) is to establish and oversee a network of Community-Based Providers (CBP) that provide comprehensive services to the participant population, during their transition into the community in order to support a successful reentry. The California Department of Corrections and Rehabilitation (CDCR) and the Division of Rehabilitative Programs (DRP) have developed reentry strategies that target incarcerated persons who are nearing their release with Substance Use Disorder (SUD) treatment, enhanced academic and vocational programs, and pre-employment transitional services. The CDCR is extending this network of reentry services into the community through this Agreement. The Agreement is intended to provide the Contractor with guidelines and requirements to oversee the network of providers. Individuals who have been released from incarceration 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 SUD treatment, as measured by the California Static Risk Assessment (CSRA) and the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS), respectively. Temporary housing services shall be offered to participants who have an identified need for housing, via Returning Home Well Housing (RHWH). If funding for the purposes of RHWH is added, reduced, or deleted for any fiscal year by the California State Budget Act, the CDCR shall have the option to offer an Agreement Amendment to the Contractor reflecting the reduced funding amount.

The Contractor is responsible for establishing and maintaining one Placement Office within the contracted Program Area, as outlined in Exhibit A-1, Placement Location. The Placement Office will manage referrals, initial placement, transportation, assessments, and case management services, in accordance with this Agreement. The Contractor will provide technical assistance, oversight, and contract compliance monitoring for a network of subcontracted CBP's offering modality services.

The Contractor shall design, develop, and implement evidence-based, gender-responsive, trauma-informed, culturally competent, family-focused, and strength-based programs using Motivational Interviewing (MI) techniques. The Contractor shall provide policies and procedures describing each component identified in this section at the time of the proposal submission. All programming must incorporate 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 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 bear all costs related to implementing and maintaining the integrity and delivery of programming.

B. Evidence-Based Curriculum

All primary program components delivered by the Contractor shall utilize evidence-based curricula selected from the Results First Clearinghouse Database that shows positive effects or promising practices at the intervention or curricula level. If the Contractor determines to use curriculum

outside of the Results First Clearinghouse, substantiated proof of evidence-based documentation must be provided to the DRP.

Only approved curriculum shall be used in the program components. Secondary or supplemental curriculum does not have to be listed in the Results First Clearinghouse Database, or evidence-based, but shall only be delivered in conjunction with an evidence-based primary curriculum.

C. Gender Responsivity

Gender Responsivity is defined as creating an environment through site selection, staff selection, program development, content, and materials that reflect an understanding of the realities of specific genders and addresses the issues facing the participants.

Gender responsive approaches are multi-dimensional and are based on theoretical perspectives that acknowledge gender specific pathways into the justice-involved system. These approaches address social and cultural factors.

D. Cultural Competence

The Contractor shall ensure all program 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.

E. Trauma-Informed Services

Trauma is the experience of violence and victimization including sexual abuse, physical abuse, severe neglect, loss, domestic violence, or the witnessing of violence, terrorism, or disasters. Trauma and addiction are interrelated issues in the lives of individuals incarcerated or on parole supervision. 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.

F. Family-Focused

The Contractor shall ensure that program services are provided 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.

G. Strength-Based

The Contractor shall ensure that program services are provided that build upon the participant's strengths 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 use of positive reinforcements.

H. Motivational Interviewing Techniques

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

II. GENERAL INFORMATION

The Contractor agrees to provide the CDCR with STOP program services as described herein.

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. Business License

A valid business license is required and shall be submitted at the time of proposal submission.

B. Location and Capacity

The Contractor shall provide services to participants within contracted Program Areas outlined in the STOP Program Areas (Attachment 1) and Site and Funding Limit Requirements (Attachment 2).

C. Ownership

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

III. COMPLIANCE INFORMATION

The Contractor agrees to adhere to all of the CDCR's rules and policies, including the California Code of Regulations (CCR), Title 15, Division 3, Chapter 1. Rules and Regulations of Adult Operations and Programs; Department Operations Manual (DOM); and the Exhibit B-1, Line Item Budget Guide.

The Contractor shall be responsible for managing, operating and maintaining the security of the facility as required by law and pursuant to the regulations and direction of the CDCR, including the CCR, Title 15, Division 3. The CCR, Title 15 can be found at: [Regulations and Policy Corrections and Rehabilitation](#).

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

IV. ORGANIZATIONAL QUALIFICATIONS

The Contractor's organization is defined as the entity identified on the STD 204, Payee Data Record, and is directly responsible for the delivery of services. The Contractor shall provide, at the time of proposal submission, policies and procedures describing each component and all required documents identified in this section.

A. Experience and Knowledge

The Contractor's administrative experience shall include all administrative functions of a project, including fiscal, accounting and budgeting, personnel, and contract or grant management. The Contractor shall:

1. Possess a minimum of three (3) years of experience with overseeing community-based organizations that provide services to individuals transitioning from state incarceration. This includes experience delivering rehabilitative programming that utilizes evidence-based curricula for SUD, Cognitive Behavioral Interventions (CBI), life skills development, or other comparable interventions. In addition, the Contractor shall have experience providing treatment services in a residential setting and connecting program participants to community-based resources to support a successful reentry into the community, including supportive housing, employment readiness, financial literacy, family reunification, and housing assistance. Experience will be verified through review of the Proposer's References and the Business Resumé required at the time of proposal submission.

2. Provide one of the following to show sufficient funding reserves to cover at least one (1) month of expenses as identified by the amounts submitted in the Fiscal Year 26/27, Exhibit B-1.1, Budget Proposal Rate Sheet, Total Operational Budget.
 - a. Financial statements for the most recently completed fiscal year (i.e. 2024) that reflect a cash or cash equivalent account balance of at least one (1) month of funding, or that show a current ratio of one (1) or more.
 - b. Proof of an approved line of credit or multiple lines of credit that equal at least one (1) month of funding.
1. **Note:** Pursuant to the California Prompt Payment Act, state agencies pay properly submitted, undisputed invoices within forty-five (45) days of receipt.
3. Have all debts paid in full or entered into an approved payment plan to resolve all debts to the CDCR, prior to submission of the proposal and will be verified through the CDCR's Accounting Services Branch and/or Office of Audits and Court Compliance. Debt is any funds paid to the Contractor in excess of the amount to which the Contractor is entitled, and which has an outstanding invoice from the CDCR that is not fully paid or does not have an approved payment plan in place.

B. Structure

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

V. GENERAL AGREEMENT COMPONENTS

A. Operating Hours

The Contractor shall maintain operating hours that allow for twenty-four (24) hour oversight of the CBP network while also facilitating referrals, placements, transportation, and contact with the CDCR.

B. Fiscal Systems and Responsibilities

The Contractor shall establish and maintain an adequate accounting and internal administrative control system. All purchases made during the term of this Agreement shall be pre-approved, in writing, by the CDCR and shall be included in the Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet in accordance with the Exhibit B-1, Line Item Budget Guide. The Contractor shall submit monthly invoices using the Automated Reentry Management System (ARMS) Provider Invoice TouchPoint Response. This TouchPoint shall be used for monthly invoices as well as supplemental and close-out invoices.

The Contractor will be responsible for any cost overruns that occur after the Agreement has been awarded. The Contractor is responsible for remaining within their proposed contract amounts listed on the Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet and shall not exceed the total proposal award amount.

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

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

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

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.

The Contractor is required to maintain accurate, complete, and orderly records. All Agreement records and documents must be adequately protected from fire, theft, and other damage or loss. If the Contractor does not store records at the Placement Office, then the Contractor must maintain a written index of the records and ensure the files can be easily accessed.

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

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

Any costs associated with the management of the Agreement shall be included in the Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet, in accordance with the Exhibit B-1, Line Item Budget Guide, to be reimbursed by the State. Failure to meet the established reporting deadlines or program requirements may result in the CDCR withholding invoice payments or affect participant intake until the facility is in compliance.

The following shall be provided to the DRP within thirty (30) calendar days of Agreement execution, and within thirty (30) calendar days of any revisions:

1. Insurance coverage to assure compliance with the Contract requirements, as outlined in Exhibit D, Special Terms and Conditions.
2. All lease Agreement terms and specifications including facility, vehicles, etc.
3. Cost allocation plan for shared space, staff, indirect cost, staff benefits, etc., as outlined in the Exhibit B-1, Line Item Budget Guide.

VI. STOP PLACEMENT OFFICE REQUIREMENTS

At the time of proposal submission, and within twenty-four (24) hours of any revisions, the Contractor shall provide a current operations manual describing each component identified in this section, including the STOP's purpose, philosophy, programs, services, policies, and procedures. The manual

shall detail how the STOP will ensure that designated staff members are available to the network twenty-four (24) hours per day, seven (7) days per week, and shall be maintained at each STOP Placement Office where it is accessible to staff, volunteers, and CDCR designee(s).

If an incident or unforeseen event creates a health and safety risk for participants and staff, a change in the address or physical location of the facility may be approved by the DRP. The Contractor must provide written notification to the DRP Chief immediately upon discovery of the incident or event. Written notification shall include a description of the event and any available supporting documentation (e.g., fire report, insurance claim, Occupational Safety and Health Administration complaint), as well as the proposed new contact information and physical address. The Contractor shall obtain written approval from the DRP prior to initiating any relocation, and the CDCR reserves the right to approve or deny any such move. Any disruption to services resulting from relocation must be minimized, and the Contractor shall provide a transition plan to the CDCR.

A. Administrative Oversight

The Contractor shall:

1. Ensure participants are provided programming and services according to evidence-based principles as stated throughout this Agreement and as determined by individual risk and needs assessments.
2. Implement performance measures for each of the program components and measure the progress of the participant's adherence to the items listed in their Case Management Plan (CMP).
3. Document programming services, referrals, changes in risk and needs, and program progress for all participants 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. Actively engage participants in programming services. Non-participation shall be reported to the Agent of Record (AOR).
5. Maintain an accurate and verifiable data server as required by the CDCR guidelines.
6. The CDCR may require additional performance measures with a minimum of thirty (30) calendar days written notice.
7. Ensure that all Subcontractors employed pursuant to this Agreement adhere to all requirements of the Agreement.

B. 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 the CDCR to enhance program services.
2. Conference in person or by telephone and attend meetings as often as necessary, with the CDCR staff, and participants in order to share information regarding participants or program related activities.

3. Notify the CDCR of any complaint against staff and facilities that have been reported to the Department of Health Care Services (DHCS).

C. Community Transition Contacts and Outreach

The Contractor is responsible to ensure community transition contacts and outreach activities are performed within the contracted Program Area.

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

At a minimum, the STOP staff shall be responsible for providing the outreach presentations as follows:

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

D. Eligibility

All supervised persons are eligible for the programs and services available through STOP; however, the 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 who are eligible to receive services. The CDCR shall deny placement for facilities with children residing on site under the following circumstances:

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

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

3. Participants who are designated high notoriety.
4. Participants who are required to register pursuant to PC § 290 (Sex Offense) or PC 457.1 (Arson).

5. Participants in custody with pending local misdemeanor charges, which could result in county jail time.
6. Participants with case factors considered to be a danger to others, including, 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.
7. Participants who are identified as members of the CDCR Security Threat Group I or II.
8. Participants classified as Enhanced Outpatient Program (EOP).

E. Pre-Release Referral

The Contractor shall accept referrals and coordinate placement from the Division of Adult Parole Operations (DAPO) Community Transition Program staff on behalf of incarcerated persons during pre-release from the CDCR institutions.

The STOP Placement Office shall initiate program placements upon receipt of a BPH Form 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.

The STOP Placement Office shall ensure individuals being released from an institution after normal business hours or during the weekend are admitted to a STOP CBP facility without a delay.

Upon release from custody, the AOR shall generate and provide a CDCR 1502, Activity Report (Attachment 3) referral to the Contractor.

F. Referral

The Contractor shall accept referrals from the CDCR and the participant and coordinate placement. Upon receipt of a referral, the Contractor's STOP Placement Office shall initiate the participant admission process. All referrals shall be confirmed with a CDCR 1502, Activity Report (Attachment 3).

To maximize services and funding provided, the Contractor is responsible for establishing subcontracts or non-contractual partnerships with community-based organizations that are certified to provide Drug Medi-Cal (DMC) funded services. The Contractor shall refer eligible participants to DMC providers at the beginning of their STOP treatment episode. The Subcontractor or non-contractual partner shall provide assistance to participants who are identified as eligible with securing such services, or presumed as eligible, or other county level services at the beginning of their STOP treatment episode. Documentation of the referral to DMC must be entered into ARMS according to the External Referral process as outlined in the Data Requirements and Reporting Timeframes (Attachment 4).

Once DMC funded services, or other county-level assistance is exhausted, the participant may continue to receive services through STOP until they have completed their treatment episode, have reached 365 days of service, or are discharged from supervision. Participants that are receiving Outpatient SUD (OPS) treatment via DMC may remain enrolled in STOP services to address their criminogenic needs. STOP services shall not be duplicative of DMC services.

G. Participant Transportation

The Contractor shall provide transportation to participants from designated CDCR institutions to the STOP modality locations (within the contracted Program Area as identified in Exhibit A-1, Placement Location) and upon completion of STOP services to the participant's parole unit. Transportation must be Americans with Disabilities Act (ADA) accessible when necessary. Each STOP Placement Office must coordinate transportation services within their contracted Program Area.

Contractors must coordinate with other STOP Contractors to ensure statewide coverage. Prior written authorization is required when more than one Contractor is involved in transporting a participant. If transportation from a remote institution requires overnight accommodation, the STOP Contractor shall request prior written approval from the DRP.

Public transportation can also be utilized by the Contractor for those participants enroute 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 for 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.

H. Transportation Coordination Plan

The Contractor shall submit a Transportation Coordination Plan at the time of proposal submission, describing how transportation will be managed within the contracted Program Area and between the CDCR institutions, STOP locations, and parole units. The plan must outline methods for scheduling, routing, and communication to ensure timely and efficient transport of participants. It shall also describe how the Contractor will monitor and track participant movement, address contingencies such as delays or cancellations, and ensure ADA-compliant vehicles are available when necessary. In addition, the plan must specify how the Contractor will coordinate with other Program Areas and STOP Contractors to facilitate transportation between program locations, support continuity of services, and ensure seamless participant transfers. Finally, the plan shall include protocols for working with institutions on release schedules and requesting prior approvals for overnight accommodations when required.

I. Initial Placement

The Contractor shall ensure each referral is administratively processed within three (3) business days of receipt, based on information received from the 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. The CDCR reserves the right to approve or deny any placement.

J. Secondary Assessment

The Contractor shall ensure that the CBP's are utilizing an evidence-based assessment tool. The CBP is responsible for the interpretation and administration of their selected assessment tool. The tool should be comparable to evidence-based assessments used in institutional settings.

The CBP 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 CMP. The CBP shall ensure the assessment results and its significance in the development of the CMP are understood by staff and retained in the participant's case file.

The Contractor shall ensure that all participants have a CMP. Participants shall be involved in creating and updating the CMP with their assigned STOP Case Manager.

The CMP shall document all program services delivered, including the number of hours of participation in each area. A copy of the CMP shall be maintained in the participant's file, unless otherwise approved by the DRP in writing.

K. Length of Stay/Extension

A treatment episode begins when an individual is removed from reception in ARMS and placed into a designated treatment modality based on their assessed needs. For any extensions or additional program time beyond one hundred eighty (180) calendar days, an extension request must be approved in writing by the DRP. No participant shall be allowed to remain in the program for more than three hundred sixty-five (365) calendar days unless approved in writing by the DRP. The Female Offender Treatment Employment Program (FOTEP) is an exception to the three hundred sixty-five (365) cumulative calendar day rule, as participants can reside at the FOTEP facility for up to fifteen (15) cumulative months. FOTEP extensions shall not exceed fifteen (15) cumulative months, unless approved in writing by the DRP.

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 and shall be subject to program extension approval. If a participant is enrolled in the fifty-two (52) week batterer's program and/or vocational employment program, an extension request to complete the program is not required.

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

L. 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.

M. Case Management Plan

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

N. Case Management Plan Review (CMPR)

Participants shall contribute and participate in their CMPR. Administration of the CMPR shall include notifying the participant as to whom the committee members are, and the purpose of the review. The Program procedures on CMPR shall be inclusive of the following components:

1. A committee consisting of the Program Director, Case Manager, Job Developer, and AOR, if available.

2. The Case Manager and Job Developer (if applicable) 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.

O. Discharge Plan

The Contractor is responsible to ensure that all participants have 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 in writing.

All Discharge Plans shall include the following:

1. Residency accommodations
2. Mental health/medical information (that impacts discharge, if applicable)
3. Employment
4. Continued education (if applicable)
5. Transportation options
6. SUD Treatment (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.

VII. NETWORK OF COMMUNITY-BASED PROVIDER FACILITY REQUIREMENTS

The Contractor is responsible for ensuring services are provided using a network of CBP facilities. The Contractor shall subcontract with these CBP's and ensure that the subcontracts adhere to the Exhibit A, Scope of Work and the provisions detailed in this Agreement. The Contractor shall ensure the daily capacity listed within the Exhibit A, Scope of Work, Section II. 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 in writing. The Contractor shall provide policies and procedures, at the time of proposal submission, describing each component in this section and how each will be maintained.

The Contractor shall request prior written approval from the DRP before adding an affiliated subsidiary CBP to the network. The CDCR defines an affiliate as "an organization that is a member of another organization" (refer to Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet Worksheet for affiliate definition). The Contractor and/or its affiliates may provide services of no more than twenty-five percent (25%) of the total funds utilized in the Budget Proposal Rate Sheet (Exhibit B-1.1 through B-1.5, Categories F and G, Service Modalities) per month, without prior written approval from the DRP.

The Contractor shall provide a copy of the subcontract template for CBPs at the time of proposal submission and within twenty-four (24) hours of any revisions. Revisions shall be approved by the DRP prior to use. The Contractor shall ensure all executed CBP packets are uploaded in the ARMS prior to placing any participant at the CBP facility. The CBP packets shall consist of the following:

1. Modality Cost Sheet (as appropriate) which includes:

- a. Community-Based Provider Modality Cost Sheet- Licensed Residential Treatment (LSUDT/LRT) (Attachment 5)
 - b. Residential Modality Cost Sheet (Attachment 6)
 - c. Outpatient Modality Cost Sheet (Attachment 7)
 - d. Community-Based Provider Modality Cost Sheet- Non-SUD Outpatient Treatment Services- Other Outpatient/Outpatient Non-SUD (OOP/OPNS) (Attachment 8)
 - e. Community-Based Provider Modality Cost Sheet- Female Offender and Employment Program (FOTEP) (Attachment 9)
 - f. Community-Based Provider Modality Cost Sheet- SUD Outpatient Treatment Services- Certified Substance Use Disorder Treatment/Outpatient SUDT (CSUDT/OPS) (Attachment 10)
 - g. Provider Directory Information Sheet (Exhibit B-4)
2. DHCS license and/or certification (if applicable)
 3. Business License
 4. Liability Insurance
 5. Pest Control Contract – Signed
 6. Subcontract 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 the CBP Packet is uploaded to ARMS and is finalized prior to placing any participants. No retroactive placements will be approved, unless approved by the DRP. Subcontractor or Consultant expenditures, as defined in Exhibit B-1, Line Item Budget Guide, will be disputed if subcontractor Agreements are not on file with the DRP. The CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the CBP facilities and to review the justice-involved history of non-STOP participants residing at the CBP facility.

The Contractor shall conduct annual 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 upload in ARMS the site inspection reports annually within sixty (60) calendar days of the site inspection.

A. Quality Assurance

CBPs are required to have a Quality Assurance (QA) inspection performed annually by the STOP Contractor, however a program will become inactive if the program does not obtain a placement within six (6) months of the QA visit. In order to become active once deemed inactive, the STOP QA staff will be required to conduct another inspection.

The Contractor shall document annual QA inspections of all non-affiliated CBP facilities, 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 upload the QA inspection reports in ARMS, annually within sixty (60) calendar days of the QA inspection.

B. Rate Methodology Plan

The Contractor shall submit, at the time of proposal submission, a Rate Methodology Plan that includes both the Minimum and Maximum Participant Daily/Session Rate for each of the six (6) modality types. The plan shall provide a detailed description of the methodology used to determine these rates. For proposals covering program areas with more than one county, the plan shall also describe how rates will remain competitive across all counties. The plan shall additionally identify how affiliate CBPs are incorporated into the rate structure, consistent with the limitation that affiliates may provide no more than twenty-five percent (25%) of the total funds identified in Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet, Section F and Section G, Service Modalities, unless prior written approval is received from the DRP.

At a minimum, the Rate Methodology Plan shall include the following elements:

1. Cost information for County Probation Services equivalent to each of the six (6) Service Modalities in Exhibit B-1.1 through B-1.5, Section F and Section G.
2. Cost information for Medi-Cal Services equivalent to each of the six (6) Service Modalities in Exhibit B-1.1 through B-1.5, Section F and Section G, where applicable.
3. Cost information for Federal Probation Services equivalent to each of the six (6) Service Modalities in Exhibit B-1.1 through B-1.5, Section F and Section G, where applicable.
4. Cost information for Private Pay Services equivalent to each of the six (6) Service Modalities in Exhibit B-1.1 through B-1.5, Section F and Section G, where applicable.
5. A description of the methodology used to determine both minimum and maximum rates for each of the six (6) Service Modalities in Exhibit B-1.1 through B-1.5, Section F and Section G, including any role of affiliates in rate setting.

C. Facility Types

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

1. Licensed Substance Use Disorder Detoxification (LSUDD)

The Contractor shall provide a DHCS LSUDD facility within the network of CBPs. 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 (LSUDT)

The Contractor shall provide LSUDT residential facilities licensed by DHCS. The LSUDT facilities shall provide twenty-four (24) hour, non-medical services. Services shall include SUDT, SUD Education (SUDE), group and individual sessions, recovery, and treatment planning services. Comprehensive SUDT 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 LSUDT residential services shall include:

- a. Rehabilitative services
- b. Counseling - Individual/Family/Group
- c. SUD assessment and 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 (FOTEP)

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 and 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. 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 FOTEP residential services shall include:

- a. Rehabilitative services
- b. Counseling - Individual/Family/Group
- c. SUD assessment and 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

4. Reentry Recovery Housing (RRH)

The Contractor shall provide short term RRH facilities with minimal barriers to enrollment, so that periods of sobriety, income requirements, clean 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 toward 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 a self-identified need for housing and an assessed need for treatment, as measured by COMPAS.
- b. Contractors are encouraged to provide RRH to PC 290 participants.
- c. RRH facilities may be occupied by tenants other than the CDCR referrals.
- d. RRH services shall be documented and kept on file at the STOP Placement Office.
- e. Participants shall be provided with personal privacy space, twenty-four (24) hour seven (7) days per week access to the residence, and community space for resident gatherings and meetings, subject to residency guidelines or rules.
- f. Participants 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 with provisions for special diets related to their religious preferences and practices. Participants shall be provided with provisions for special diets for medical reasons with a medical practitioner's written instructions.
- g. The RRH 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.
- h. 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 and twenty-four (24) hours per day or when not on site.
- i. 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.
- j. Participants 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 the 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)

Subject to the approval of the California State Budget Act, the Contractor shall establish and operate a service modality known as RHWH. RHWH shall serve as an initial stabilization phase designed to provide short-term housing and basic necessities for

eligible individuals, while assessments are conducted to determine appropriate service placement.

RHWH shall be available to individuals within twelve (12) months of release from incarceration. This modality is intended to be a first point of reentry engagement, supporting stabilization, assessment, resource navigation, and connections to treatment and housing services.

Upon placement into RHWH, participants shall be assessed for criminogenic needs, including but not limited to SUD, behavioral health, and housing insecurity. Based on assessment outcomes, individuals shall be referred to the appropriate STOP service modality or contract type aligned with their identified needs.

DMC services funded through the county shall be leveraged as the primary treatment option, where available. If DMC services are not immediately accessible, individuals may stay within the RHWH modality until a spot becomes available. If DMC services are not available for placement, then the participant may be placed into other STOP modalities, contingent on their assessed needs and available resources.

RHWH facilities shall not provide direct treatment services. Instead, their function is to offer short-term housing that supplies individuals with meals, hygiene products, and other basic living necessities, while also supporting transportation and access to assessment and stabilization resources.

All RHWH facilities shall have a designated House Manager present onsite seven (7) days per week during overnight hours, from 10:00 PM to 6:30 AM. The House Manager, or an approved designee, must also be accessible via telephone twenty-four (24) hours per day, seven (7) days per week, to ensure continuous support and supervision. Staff shall be responsible solely for facility oversight and ensuring compliance with residence expectations — not for the delivery of treatment services.

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 operating hours. The facility may be utilized by participants other than the CDCR referrals.

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

OPS may be provided through either of the following:

a. Certified Substance Use Disorder Treatment (CSUDT)

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:

- i. Rehabilitative services
- ii. Counseling - Individual/Family/Group
- iii. SUD assessment and treatment planning
- iv. Services focused on developing cognitive and behavioral skills for management of stress, anger and violence related to criminality
- v. Preventative and primary health care services and/or referrals
- vi. Health education services and/or referrals
- vii. Employment and Educational services and/or referrals
- viii. Practical life skills counseling, education, and training services and/or referrals
- ix. Advocacy and referrals

b. Other Outpatient (OOP)

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:

- i. Cognitive Behavioral Therapy (CBT) based interventions
- ii. Employability and job development
- iii. Education and Literacy
- iv. Life Skills
- v. Individual counseling (Non-SUDT)

D. Physical Requirements

The Contractor shall provide, at the time of proposal submission, policies and procedures describing each component identified in this section. 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 and licensure requirements. 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:

- a. Title II of the American Disabilities Act (ADA), 42 U.S.C., § 12131, et seq. Reasonable accommodations shall be made for participants with disabilities. If on-site parking is available, space shall be reserved for parking, in accordance with the ADA statute.
- b. 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.
- c. Ensure no participants are locked down in the facility at any time.
- d. 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.

- e. Develop and maintain written policies and procedures to ensure the safety and security of participants, staff, visitors, and the facility. Ensure the written policies and procedures include, at a minimum, instructions for the following:
 - i. Fire prevention safety requirements
 - ii. Evacuation plan
 - iii. Alerting the local fire department
 - iv. Alert notification and/or evacuation of all occupants
 - v. Emergency evacuation training
 - vi. Quarterly emergency evacuation drills
- f. Develop and maintain clear, concise and site-specific emergency evacuation diagrams and ensure they are posted throughout the facility and include the following:
 - i. Identifies the "You Are Here" location that is compatible with the building floor plan.
 - ii. Includes the location of building exits, fire extinguishers, and first aid supplies.
- g. Ensure all facilities are equipped with regularly tested smoke detectors and fire extinguishers. At a minimum, both smoke detectors and fire extinguishers shall be placed in:
 - i. Common areas
 - ii. Kitchen/break rooms (excluding Outpatient facilities)
 - iii. Sleeping area(s) (excluding Outpatient facilities)
 - iv. Laundry (excluding Outpatient facilities)
 - v. Maintenance and storage area(s) (excluding Outpatient facilities)
- h. Ensure all facilities are equipped with emergency lighting, at a minimum, in the main lobby and exit corridors and such equipment shall be operational at all times.
- i. 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.
- j. 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.
- k. 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 RHHW facilities).
- l. Ensure all facilities' furnishings, equipment, and appliances are operational and are replaced when necessary.
- m. Ensure all facilities have adequate classroom/treatment space for program activities (excluding RHH and RHHW facilities).
- n. Ensure all facilities maintain monthly pest control services.
- o. Ensure all facilities maintain the 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. Safety Data Sheets (SDS) shall be maintained on-site for all hazardous materials used in the facility. The SDS 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.

- p. Ensure all facilities have a secured maintenance room for the 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.
- q. The facilities shall be equipped with temperature control for heating and air conditioning units. At no point should kerosene or propane space heaters be utilized at the facility due to health risks and fire hazards. The Contractor shall comply with all relevant California Building Codes (CBC) of the most recently released CBC regulations. Facilities shall also be compliant with the Building Heating and Cooling System section of the State Administrative Manual § 1805.3 - <https://www.dgs.ca.gov/Resources/SAM/TOC/1800/1805-3>.

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

- r. All LSUDD, LSUDT, and FOTEP facilities must possess a valid license, in good standing, with DHCS as defined in Title 9 §10505 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.
- s. All LSUDT and FOTEP participants shall sign in and out of the facility indicating specific destinations. Participants shall not leave the facility prior to 6:00 am or return later than 10:00 pm, without prior approval in writing by the AOR, and as outlined in the Participant's Orientation Program Handbook. The AOR may also place additional time restrictions on a case-by-case basis.
- t. RRH and RWH 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. All RRH and RWH participants shall be given the CDCR Housing First flyer (Attachment 11) upon intake and must receive one again upon dismissal from the RRH.
- u. Searches of the facility for and securing of contraband shall be in compliance with STOP policies and procedures and shall be documented. Any findings of contraband shall be reported as required by the incident reporting protocol.
- v. Adequate sleeping space to include bed frame, box spring, mattress, plastic mattress cover, pillow, and linens. Such items shall be replaced as they degrade or become damaged.
- w. Adequate space for the storage of participant(s) personal items.
- x. All issued linens shall be laundered on a weekly basis or sooner as needed. At a ratio of sixteen (16) to one (1) (16:1), access to an operational large-load washer, dryer, and detergent, shall be available at no cost to participant(s).
- y. Dining room areas shall be adequately furnished.
- z. Participants shall be provided with a wholesome and nutritionally balanced diet of three (3) meals per day. Sack lunches shall be provided to participants enrolled in LSUDT/FOTEP who are off-site during the day on authorized activities.
- aa. 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 with 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.

- bb. 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.
- cc. 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.
- dd. 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.
- ee. Kitchen and dining room trash shall be stored in properly sealed containers.
- ff. 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.
- gg. Ensure all facilities have secured file storage space and availability of private office space for the CDCR staff use, excluding RRH and RHHW facilities.

VIII. PROGRAMMING COMPONENTS

The Contractor shall ensure the administration of curriculum, management of the program, and reporting for each participant enrolled. The Contractor shall provide, at the time of proposal submission and within twenty-four (24) hours of any revisions, policies and procedures describing in detail how programming services at the community level will be monitored to ensure successful programming and contract compliance.

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, to accommodate participant 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 incarcerated. The Contractor shall ensure all materials (e.g., workbooks, videos) utilized for the required programming are made available to the participants. Development and implementation of programming services to include the following:

A. CBT Based Interventions

The Contractor shall provide 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 (SUDT)

SUDT program services are delivered to participants working to overcome addiction to alcohol and/or other drugs. Treatment shall include, at a minimum, substance abuse education, relapse prevention and recovery, and 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 program services are delivered to address participants that have aggressive and anti-social behavior. The goal is to help replace out-of-control destructive behaviors with constructive pro-social behavior.

3. **Criminal Thinking**

Criminal Thinking program services are delivered 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 justice-involved activity.

4. **Family Relationships**

Family Relationships program services are delivered 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 provide at the time of proposal submission, written policies and procedures that describe how the Employment Development Liaison, as identified in Exhibit A, Scope of Work, Section X. Personnel, Subsection L. STOP Placement Office Key Staff Positions, 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. The Contractor shall assist participants in the following areas: employment preparation, résumé writing, skill development, interviewing skills and techniques, 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. Any revisions shall be provided to the DRP within thirty (30) calendar days.

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 employers willing to hire participants and provide the roster to the Employment Development Liaison and/or the 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 (GED) preparation program and/or other general adult education programs.

D. Life Skills

The Contractor shall provide, or make available, basic Life Skills program services to help participants live successfully and function in their multiple roles as members of a family, community, and workforce. Life Skills program services 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 shown to produce more successful outcomes, by providing more of the necessary support for the successful return to the community. The family shall be engaged in transitional planning and ongoing care through participation in activities. The Family Reunification program service component shall provide, at a minimum, the following:

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

IX. CBP SERVICE DELIVERY

The Contractor shall provide, at the time of proposal submission and within twenty-four (24) hours of any revisions, policies and procedures describing in detail how CBP service delivery at the community level will be monitored by the Contractor to ensure successful programming and contract

compliance. The policy and procedures shall at a minimum include the following (a copy of these procedures shall be made available to the DRP upon request):

A. Participant Orientation

1. All participants receive a "Participant's Orientation Program Handbook" immediately upon arrival to the facility. The handbook shall include: 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, the CDCR Housing First flyer (Attachment 11), and the role of each staff person 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 participant as well as the staff who conducted the orientation.
3. At the time of proposal submission, and within thirty (30) calendar days of revisions, the Participant's Orientation Program Handbook shall be submitted to the DRP.
4. Conduct an initial orientation to 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 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. At the time of proposal submission, the Contractor shall provide a copy of the Parent's Handbook. All updates, revisions, and modifications shall be provided to the DRP within thirty (30) calendar days of the proposed changes.

B. Frequency of Services (LSUDT and FOTEP only)

Participants' programming hours may vary from week to week but shall average twenty (20) 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 be enrolled and participate 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 twenty (20) percent supplemental face-to-face individual and group activities.

C. Programming 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.

The program schedule shall include the following information:

1. Date
2. Start time and end time
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 CBP shall utilize an evidence-based secondary assessment to determine appropriate services for each participant. The assessment shall be documented and retained in the participants' case file.

E. ITP (LSUDT, FOTEP, CSUDT, and OOP only)

Upon completion of the secondary assessment, the Contractor shall ensure each participant has an ITP on file. The target needs in the ITP shall be based on the secondary assessment(s) results. The Substance Use Disorder Certified Counselor (SUDCC) and/or CBT Facilitator shall ensure that both their signatures 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 the following:

1. Statement of assessed treatment needs of the participant
2. Statement of action steps that shall be taken to address the treatment needs identified in the plan
3. Target date(s) for accomplishment of action steps
4. Treatment discharge planning

F. ITP Review

Participants shall contribute and participate in their plan review. Administration of the plan review shall include notifying the participant of who the committee members are, and the purpose of the review. The program procedures for the plan review 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 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 participant'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. Group Ratio

The group size for each CBT program component shall not exceed an eighteen (18) to one (1) (18:1) participant to counselor/facilitator ratio.

K. Breathalyzer/Urinalysis Testing

The Contractor shall use a breathalyzer and/or any other non-invasive alcohol and drug detection devices to test participants at any time. The Contractor shall provide policies and procedures to the DRP within fourteen (14) calendar days of contract execution.

1. The Contractor shall test participants on a random basis and for probable cause if behavior is exhibited consistent with being under the influence.
2. All participants who test positive shall be reported to the AOR on the same day the test was administered.
3. Any participants refusing to test shall be reported to the AOR/Officer of the Day/Unit Supervisor immediately.

L. Discharge Plan

The Contractor is responsible for ensuring 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 who 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 in writing.

A committee shall consist of the Residential and/or Outpatient Program Director, SUDCC and/or CBT Facilitator, Job Developer, and AOR if available.

All Discharge Plans shall include the following:

1. Residence accommodations
2. Mental health/medical information pertinent to discharge
3. Employment
4. Continued education (if applicable)
5. Transportation options
6. 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. Motivational Incentives 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 encourage the CBP to work with the AOR to develop an 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 from 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 GED and college, purchase of school and trade books, professional attire, 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 the DRP.

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

N. Participant Savings Fund (PSF)

The Contractor shall ensure the CBP, except CBP providers of OPS, OPNS, RRH, and RHHW services, establishes a PSF for participants enrolled in the program.

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, the remaining twenty-five (25) percent of their net 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 relating to each individual participant's 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 allows for the provision of self-administration of medication by participants at LSUDD/LSUDDT/FOTEP facilities through the following:

1. Each facility shall have a secure medicine cabinet in an area controlled by staff. Medication shall be monitored via 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 in accordance with Health and Safety (H&S) Code §§ 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 and 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.

Passes shall be issued for up to twelve (12) hours per pass, unless prior written approval is obtained from the AOR and shall be taken between the hours of 6:00 am through 10:00 pm.

Q. Participant Medical Care (LSUDD, LSU DT, CSU DT 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 incorporate the CDCR's procedures. No participant shall be denied the opportunity to seek medical attention.
2. Implementation and maintenance of a provider network capable of accommodating participation in Medically Assisted Treatment (MAT).
3. Appropriate reasonable accommodations and plans for participants with special needs shall be documented.
4. The Contractor shall coordinate with the DRP and DAPO immediately to determine a course of action upon notification that a participant's health-related problem interferes with a participant's ability to remain at a facility. If the participant can remain at the facility, the Contractor shall provide 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 incarcerated; do not currently have health care coverage; have had their health care coverage suspended or terminated; or do not have the means 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, Survivors, and Disability Insurance
 - d. Supplemental Security Income (SSI)
 - e. Veterans Affairs Health Benefits
 - f. Indian Health Services
 - g. 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 § 54030) and state law (PC § 5061-5065). The Contractor shall ensure that the CBP includes in their procedures inventory upon reception, secure storage during residency, and disposition when the participant exits from the program.

T. Community Partnerships

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 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. The Contractor and CBP shall link participants with community partners and or resources to address the participants' specific needs. The Contractor shall provide access to and/or training on existing programs/services and maintain current, updated resource materials.

X. PERSONNEL

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's key staff positions and responsibilities are listed below; however, actual classification titles may vary.

The Contractor shall provide effective coverage during their posted hours of operation. Contractors having more than one (1) contract shall not use full-time STOP staff for other contracts. Full-time STOP staff positions shall not supervise or provide program services to individuals who are not a part of the STOP population. Full-time staff is defined as an employee who works forty (40) hours per week at the program. Part-time STOP staff may be allowed to work with non-STOP contracts, in which case the STOP employee's projected time base for each contract shall be noted in the required staffing plan. The Contractor shall provide, at the time of proposal submission, policies and procedures describing each component in this section.

A. Personnel Management

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

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

B. Contractor Leadership & Supervisory Standards

Contractor staff shall comply with ethical and moral standards of any social service profession, certification, or license, and the CDCR requirements at all times.

The Contractor shall establish standards of professionalism (including boundaries) and training of all staff, communicating the inherent risk and dangers associated with working among justice-involved populations including personal safety.

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

1. Maintain a consistent and supportive environment for both staff and participants
2. Maintain appropriate and professional boundaries between staff and participants

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

C. Staffing Plan

The Contractor shall develop and submit a staffing plan at the time of proposal submission. The staffing plan shall be maintained throughout the term of the Agreement and updated annually. The plan must ensure full staffing levels for all programming services, detailing recruitment and selection processes, and addressing contingencies for staffing shortages. It shall identify part-time and full-time staff and their time allocation to the STOP program. The CDCR reserves the right to request a copy of the current staffing plan as needed. Any changes to the staffing plan must be approved by the DRP.

The plan shall include job descriptions, minimum qualifications, and tasks for each position, along with employment applications, résumés, and diplomas as recruitment occurs. It must comply with established staffing ratios and the Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet.

Based on program size and services at each STOP facility, the Contractor shall utilize the identified staff positions outlined in Exhibit A, Scope of Work, Section X. Personnel, Subsection M. CBP Key Staff Positions, to deliver program components effectively.

The Contractor may identify positions and hire staff beyond the STOP Placement Office Required Staffing outlined in this Exhibit A, Scope of Work, Section X. Personnel, Subsection L. STOP Placement Office Key Staff Positions. The recruitment and selection of these additional staff will be at the sole discretion of the Contractor; however, these staff shall also go through the Provisional and Security Clearance processes outlined in this Agreement.

D. Employment Practices

The Contractor shall ensure employment practices include at a minimum:

1. Work hours and overtime
2. Staff benefits (e.g., vacation, sick leave, insurance, retirement, etc.)
3. Promotions
4. Pay increases
5. Hiring and termination conditions
6. Discrimination and sexual harassment policy in compliance with State and Federal laws
7. Nepotism policy in accordance with the CDCR's rules and regulations that prohibits direct supervision and work performance evaluations of immediate family members

8. Fraternalization policy in compliance with CCR, Title 15, § 3400, Familiarity, which prohibits employees from fraternizing with participants and their families.

The personnel manual will include policies on employee performance, a drug-free workplace, and staff conduct, as well as contingency and grievance procedures.

E. Resignations, Separations, and Vacancies

STOP Placement Office staff vacancies and affiliate CBP vacancies shall be brought to the immediate attention of the DRP. Vacancies require the immediate recruitment of new, qualified staff, and shall be filled within ninety (90) calendar days from the date of the 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 on a case-by-case basis. The STOP Placement Office is responsible for ensuring all CBPs maintain full staffing.

F. Hiring

1. Duty Statements

The Contractor shall submit a duty statement for each contract-funded position to the CDCR upon proposal submission. After the CDCR review and approval, the Contractor is required to maintain a signed duty statement for each hired position and shall provide the CDCR with a copy, upon request. The duty statement shall detail the total work required for each authorized position and at a minimum identify the following:

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

2. Hiring Practices

Prior to a non-affiliate CBP hiring a candidate to fill a position, the STOP Placement Office is responsible for ensuring 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 for submitting a CDCR 2311 Background Security Clearance Application (Attachment 12), to the DRP for Provisional Clearance processing.

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

Evidence of the bond shall be supplied to the DRP prior to employment of the individual.

G. Minimum Qualification (MQ) Waiver

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

individual becomes qualified, whichever occurs first. A waiver of the minimum qualifications must be approved in writing by the DRP.

H. Provisional Clearances

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

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

1. The CDCR 2311, Background Security Clearance Application (Attachment 12) shall be submitted as indicated in the hiring package for any individual who will be working in regular contact with the participants. The CBP shall submit the CDCR 2311, Background Security Clearance Application (Attachment 12) to the Contractor, who shall review the form for completion and accuracy. The Contractor shall submit the completed CDCR 2311 form to the DRP.
2. The Contractor shall receive, in writing, provisional clearance approval in writing from the 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 or Live Scan is approved, the Contractor shall ensure the provisional clearance is renewed as necessary.

I. Security Clearance and Live Scan

The CDCR reserves the right to approve or deny any security clearances and has the authority to immediately terminate security clearances. The Contractor shall develop and implement written Security Clearance and Live Scan policies and procedures that include the following:

1. All current and potential staff, volunteers and any individual who will be in regular contact with the participants shall undergo a thorough security clearance. All Live Scan fees associated with the background check shall be borne by the Contractor.
2. Once the Contractor obtains the provisional clearance approval documentation, the CDCR will provide the CDCR 2311 Background Security Clearance Application (Attachment 12).
3. Potential staff shall take the CDCR 2311, Background Security Clearance Application (Attachment 12) 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 CDCR 2311, Background Security Clearance Application, (Attachment 12) to DRPCRSLS@cdcr.ca.gov and fax to the Office of Peace Officer Selection at (916) 255-3302 within twenty-four (24) hours.
5. The CDCR will approve or deny all security clearances.
6. Criteria for denial or approval of security clearances include the following:

- a. The Contractor and Subcontractor shall not employ individuals with a conviction history involving drug trafficking during incarceration, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of P C §§ 4570-4577 (Unauthorized Communications with Prisons and Prisoners).
7. Certain applicants, volunteers, and Subcontractors will require the DRP review as a result of their justice-involved history. These case-by-case reviews will consider factors such as the individual's justice-involved conduct, the type of work to be performed by the individual, the time elapsed since the justice-involved conduct, and the individual's own rehabilitative efforts. The DRP shall review the following individuals on a case-by-case basis and provide a written determination of whether the applicant will be approved to work with the DRP participants:
 - a. Individuals that fall under PC 457.1 shall have completed registration requirements, and employment will not violate those requirements.
 - b. Individuals with a conviction history involving a serious felony offense as defined by PC 1192.7
 - c. Individuals with a conviction history involving a violent felony offense as defined by PC 667.5(c).
8. Individuals who are on active supervision will require the DRP review as a result of their justice-involved history. These case-by-case reviews will consider factors such as the individual's justice-involved conduct, the type of work to be performed by the individual, the time elapsed since the justice-involved conduct, and the individual's own rehabilitative efforts.

The DRP and the DAPO designee(s) shall review individuals who are on active supervision on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with the DRP participants. The approval will be consistent with the DOM, regulations, the statutes, and meet the following criteria:

- a. In good standing, as determined by the CDCR or County Probation.
 - b. Must have the AOR or Probation Officer written approval on department letterhead.
 - c. Must not reside or be enrolled as a participant at the program for which they are requesting security clearance.
 - d. Must follow all terms and Conditions of Parole, Probation, and registration requirements (with respect to PC § 290 registration, refer to below requirements).
 - Individuals that fall under PC 290 shall have completed registration requirements, and employment will not violate those requirements. PC § 290 registrants must follow all terms and conditions of Parole, shall have completed a minimum of fifty (50) percent of the Parole Supervision term, and must have successfully completed or are actively participating in any and all sex offender specific treatment services.
9. The Contractor is responsible for notifying the DRP of employment termination of any individual who has received a security clearance from the CDCR. The Contractor must submit CDCR 1797, No Longer Interested Notification (Attachment 13) to DRPCRSLS@cdcr.ca.gov and the DRP Program Analyst.

J. Staff Training

The Contractor shall ensure staff participation in training that clearly defines the knowledge and skills necessary for the effective management of participants and the supervision of their activities

specific to STOP. This training may be done in collaboration with the CDCR.

The Contractor shall provide documented evidence that its employees receive forty (40) hours of applicable orientation and training within their first year on the job and forty (40) hours of training annually thereafter. This training must be consistent with the duties and responsibilities of the staff position and documented in the employee's personnel file.

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

K. Personnel Requirements

The Contractor will maintain complete personnel records, conduct annual performance evaluations, and notify the DRP of staff changes for all Contractor staff at the Placement Office. The Contractor shall not be responsible for maintaining CBP personnel records. A copy of the Employee Handbook must be provided at the time of proposal submission and within five (5) business days of any revision.

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

The Contractor is responsible for hiring and supervising the CBP staff required to fulfill all functions of the Agreement. The Contractor shall confirm that CPB staff are in compliance with all required training. The Contractor shall ensure sufficient staffing levels to deliver all program components as specified in the Agreement. Additionally, all staff responsible for program curriculum delivery must meet the requirements outlined in the Agreement.

L. 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 a full-time position employed by the Contractor, responsible for overall STOP administration and coordination with the CDCR. This includes planning, staff selection, monitoring program effectiveness, negotiating Subcontractor agreements, managing invoices, submitting reports, and ensuring contract compliance.

Responsibilities shall include the following:

- a. Maintain overall administrative responsibility for the delivery of program services.
- b. Plan, direct, and coordinate all program activities.
- c. Hire and train staff.
- d. Oversee the budget and ensure that operational costs do not exceed the funding and work with the DRP.

Minimum Qualifications:

The Program Director shall possess either:

- a. A Bachelor of Arts (BA) or Bachelor of Science (BS) degree in the Social Sciences or a

- related field and one (1) year of experience working with a justice-involved population;
or
- b. A minimum of sixty (60) college units and four (4) years of supervisory experience working with the justice-involved or related population; or
- c. Six (6) years of staff supervisory experience working with a justice-involved or related population.

Additional experience may be substituted on a year for year basis for the educational requirement.

A minimum of five (5) cumulative years of documented experience demonstrating a history of administrative or program responsibility in services for participants or other justice-involved populations may be substituted for the educational and work experience.

2. Reentry Assessment Coordinator (Minimum of One [1] Full-Time Position)

The Reentry Assessment Coordinator is responsible for assessing individuals for placement based on their criminogenic needs, including SUD. The Reentry Assessment Coordinator will work out of the parole offices within their designated program area.

Responsibilities include:

- a. Conduct criminogenic assessments to identify risks and needs, with an emphasis on substance use and related factors.
- b. Generate tailored placement recommendations based on assessment results, aligning individuals with suitable STOP program modalities.
- c. Collaborate with parole and program staff to coordinate referrals and ensure timely, appropriate placements.
- d. Assist with placement logistics and support, verifying program capacity and participant readiness based on assessment outcomes.

Minimum Qualifications:

The Reentry Assessment Coordinator shall possess a minimum of two (2) years of experience conducting assessments with justice-involved populations, ideally with a focus on criminogenic needs and/or substance use disorders.

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

The STOP Case Manager is responsible for providing casework services, including intake, assessments, placements, case management, and coordination with DAPO. Caseload ratios should not exceed a participant to case manager ratio of fifty (50) to one (1) (50:1) without prior approval in writing from the DRP.

Responsibilities shall include the following:

- a. Provide interactive services to the STOP participants.
- b. Develop CMPs for participants.
- c. Develop and monitor the participants' 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 discharge plans.

Minimum Qualifications:

The STOP Case Manager shall possess two (2) years of experience working in a SUDT program providing case management services.

4. Community Service Representative (CSR) (Minimum of One [1] Full-Time or Part-Time Position)

This position is responsible for conducting ongoing contacts with incarcerated individuals through the DRP In-Prison Programs and resource fairs. They will also collaborate with DAPO staff, attend meetings at parole units within their corresponding Program Area, and ensure a continuum of care from In-Prison program services to the STOP network of post-release services by coordinating placements via the STOP Placement Office.

Responsibilities include the following:

- a. Provide interactive services to the incarcerated population and the CDCR staff.
- b. Confer with the STOP Transportation Coordinator to facilitate the transportation of participants.
- c. Assist in the development of community transition plans.
- d. Assist with appropriate referrals to community programs.
- e. Keep DAPO and STOP Placement Office staff apprised of the community transition plan.

Minimum Qualifications:

The CSR shall possess two (2) years of experience working in a SUDT program and must qualify for gate clearances into the CDCR institutions.

5. 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.

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

The Employment Development Liaison, based at the STOP Placement Office, supports job development and pre-employment services within the Program Area. They are familiar with pre-employment services, transitional work opportunities, long-term career opportunities, and have a basic knowledge of the expungement process, its benefits, and can provide information or referrals for expunging a justice-involved record or obtaining a Certificate of Rehabilitation.

Responsibilities shall include 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 subcontracted 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 the DRP on employment related policy issues.
- e. Collect and maintain employment data for the Program Area.

Minimum Qualifications:

The Employment Development Liaison shall possess two (2) years of experience as a Job Developer, Employment Specialist, or similar position.

7. Housing Navigator (One [1] Full-Time Position)

The Housing Navigator facilitates successful reentry into the community by ensuring participants have access to safe, affordable housing after incarceration.

Responsibilities include the following:

- a. Experience working with individuals who are chronically homeless and/or those at risk of becoming homeless.
- b. Knowledge of Public Housing Authority and Housing subsidy is ideal (i.e., Housing Choice Vouchers, Shelter Plus Care, Veteran's Affairs Supportive Housing (VASH), permanent supportive housing, affordable and market rate housing, and other housing opportunities).
- c. Assist clients with housing applications, complete supportive and subsidized housing paperwork, survey rental market for affordable housing, and advocate for clients with prospective landlords.
- d. Provide individualized client support by assessing housing needs, helping to develop discharge plans that address their barriers and connecting participants to permanent housing options.
- e. Conduct outreach in the community routinely including daily, weekly, monthly; and participate in community events throughout the program area to establish access to housing options.
- f. Work to recruit landlords and establish working relationships for the benefit of clientele.

Minimum Qualifications:

The Housing Navigator shall possess either: an Associate of Arts (AA) or Associate of Science (AS) degree from a granting institution accredited by the Western Association of Schools (WASC), or equivalent, and a minimum of one (1) year of experience in a similar position; or a minimum of two (2) years of experience in a similar position.

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

The Transportation Coordinator is responsible for facilitating the transportation of participants upon release from designated CDCR 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:

The Transportation Coordinator shall possess a valid California driver's license.

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

This position is responsible for the entry of all data into ARMS in accordance with the Data Rules and Reporting Timeframes, exporting data, and will be the designated point of contact to address data quality and systems issues.

M. CBP Key Staff Positions

The Contractor shall ensure the CBP's provide the required staff for the overall administration of the facilities, and they are in compliance with State and County rules, directives and evidence-based practices. The Subcontractor staff responsible for program curriculum delivery shall meet all skills, abilities, and knowledge.

Staff providing modality services for the participants shall be approved for hire as follows: staff employed by CBPs must be approved by STOP Placement Office, affiliate CBP staff must be

approved by the DRP. Position descriptions and minimum qualifications shall be in compliance with DHCS licensing and certification requirements, as applicable.

1. Residential Program Manager/Director (One [1] Full-Time Position per facility)

There shall be a Residential Program Director at each LSUDT, LSUDD, and 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, CBT 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:

The Residential Program Manager/Director shall possess a minimum of two (2) years of experience in the field of SUD treatment and recovery or other related fields.

2. Outpatient Program Manager/Director (One [1] Full-Time Position per facility)

There shall be an Outpatient Program Manager/Director at each CSUDT, and Other Outpatient Program (OOP) facility. The Outpatient Program Manager/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 Manager/Director shall have knowledge of SUDT (applicable only 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 the secure storage of participant records.

Minimum Qualifications:

The CSUDT Outpatient Program Manager/Director shall possess and maintain a valid California certificate or license, which is in good standing without current disciplinary action with their respective licensing Board.

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 one (1) to twelve (12) (1:12).

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

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

Required Experience:

- a. Working knowledge of trauma-informed principles, including safety, trustworthiness, choice, collaboration, and empowerment.
- b. Proven ability to apply gender-responsive strategies that recognize the unique needs, risks, and pathways to substance use and incarceration among women. Any other

services offered through the gender-responsive treatment, as outlined in this Agreement, that require a licensed clinician, family counseling and reunification activities.

- c. Experience using evidence-based practices, such as: Seeking Safety, CBTI, Motivational Interviewing, Relapse Prevention, Familiarity with ASAM criteria and Diagnostic and Statistical Manual (DSM) 5 diagnostic tools, and the ability to develop culturally relevant, client-centered treatment plans and facilitate both individual and group sessions.

Minimum Qualifications:

The Licensed Clinician shall:

- a. Possess and maintain a valid California license issued by the Board of Behavioral Sciences, or Board of Psychology which is in good standing without current disciplinary action.
- b. Minimum two (2) years of post-licensure clinical experience working in behavioral health, SUD, or correctional settings.
- c. Demonstrated experience in providing gender-responsive, trauma-informed care, particularly to:
 - i. Women with histories of interpersonal violence;
 - ii. Justice-involved individuals; and/or
 - iii. Clients with co-occurring SUD and behavioral disorders.

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) or Alcohol and Other Drug (AOD) Counselors are responsible for the delivery of the face-to-face treatment and all treatment related activities. The counselor to participant caseload ratios shall not exceed one (1) to twenty-five (25) (1:25).

Duties and responsibilities shall include the following:

- a. Conduct initial interviews/assessments of participants assigned to the program.
- b. Conduct group SUDT counseling sessions, at a one (1) to twenty-five (25) (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. Participate in case conferences for each participant assigned to the caseload.
- g. Notify the Program Manager, Program Director, and the DRP of any problems/issues involving any program/services or participants.

Minimum Qualifications:

The Substance Use Disorder Certified Counselor (SUDCC) shall possess and maintain a valid California certificate or license, which is in good standing without current disciplinary action with their respective licensing Board.

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 a SUDCC or AOD certification from an accredited organization recognized by the DHCS within

six (6) months of hire, and a 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 (Part-Time or Full-Time Positions)

The Cognitive Behavioral Therapy (CBT) Facilitator is responsible for the delivery of treatment curriculum to the participants. The participant to facilitator ratio shall not exceed eighteen (18) to one (1) (18:1).

Duties and responsibilities shall include 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 or AOD Counselor.
- e. Work with participants on their CMP(s).

Minimum Qualifications:

The CBT Facilitator shall possess two (2) years of experience providing CBT services in a SUDT program.

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

The Job Developer provides direct services to participants who have demonstrated that they are ready to transition to employment. Duties and responsibilities shall include 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, résumé writing, mock interviews, time management, social skills for the work environment, and how to follow instructions.
- d. Assess participants to determine training and Career and 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 participants 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 justice-involved record expungement process;
- j. Provide information or a referral on how to expunge a justice-involved record, and obtain a Certificate of Rehabilitation;
- k. Mentor the participants in disclosing appropriate information regarding past convictions and/or parole status to the employer;
- l. Assist participants in locating and securing employment, college enrollment or CTE training;

- m. Work with participants once they have been employed to address issues that may arise after job placement;
- n. Obtain verification of participants' 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 fifty (50) to one (1) (50:1). An exception may be granted, based on assessed need, and shall be permitted with prior written approval by the DRP.

Minimum Qualifications:

The Job Developer shall possess a minimum of four (4) years of experience in workforce development, career counseling, social services, or a related field providing direct support to individuals seeking employment or training opportunities. Experience working with justice-involved individuals or underserved communities is strongly preferred.

7. Reentry Recovery Housing (RRH) House Manager (One [1] Full-Time Position per facility)

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

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

Duties and responsibilities shall include the following:

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

The Contractor is required to have a maximum participant to monitor ratio of twenty-five (25) participants to one (1) monitor (25:1) on duty twenty-four (24) hours per day. The participant to monitor ratio may be adjusted on a case-by-case basis with prior written approval from the DRP.

Minimum Qualifications:

The Monitor shall be at least twenty-one (21) years of age and demonstrate the ability to respond effectively and recognize substance abuse situations.

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

Responsibilities and duties include 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.
- d. Plan and serve meals.
- e. Ensure kitchen activities conform to policy and procedures and with State and local health department sanitation requirements.
- f. Develop and follow approved menus that meet nutritional standards consistent with the CDCR regulations, policy, and procedures.
- g. Prepare meals for the participants housed at the facility.

Minimum Qualifications:

The Cook shall possess one (1) year experience in the efficient operation of a culinary area, and a California Food Handler Card, or obtain a California Handler Card within thirty (30) calendar days of hire.

XI. SUBCONTRACTOR RESPONSIBILITIES

A. Subcontractor Changes

The Contractor shall ensure changes in Subcontractors or Consultants, as defined in Exhibit B-1, Line Item Budget Guide, during the term of the contract shall be subject to the following requirements:

1. If the Contractor determines a change in Subcontractors is required, they must notify the DRP Headquarters in writing within five (5) business days of the determination. The DRP reserves the right to deny any Subcontractor change.
2. Subcontractors must be procured utilizing methodology that is consistent with the State of California procurement and contracting requirements. Prior to any Subcontractor award, the DRP must review the procurement methodology to ensure it is consistent with State practices.
3. Small Business (SB) and DVBE Subcontractors shall be replaced only with other SB or DVBE Subcontractors.
4. Sole source or specific evaluation criteria require prior written approval from the DRP. Failure to comply with the requirements may result in delay or disallowance of payments of invoices.

B. Subcontract Reimbursement

1. 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, 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. These terms will also be used on the approved form for billing/invoicing.
2. The Contractor shall review and approve the invoices to verify proper billing for services. Upon completion of the review process, the Contractor shall send an invoice to the CDCR. All Contractor invoices must have supporting documentation verifying the participant's name, CDCR number, facility name, type of services provided, rates and units of service. The 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) calendar day requirement.

C. Agreement Management Cost

Any costs associated with the management of the Agreement shall be included in the Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet in accordance with the Exhibit B-1, Line Item Budget Guide 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.

1. Contractor shall purchase or lease the necessary hardware, software, and other necessary equipment and maintenance agreements to administer the program, in accordance with the Exhibit B-1, Line Item Budget Guide. The completed Exhibit B-3, Non-Expendable Equipment form shall be provided and an updated version sent to the DRP within thirty (30) calendar days of any revisions.
2. Any reimbursable costs associated with this Agreement that are necessary in order to complete the requirements outlined in the Exhibit A, Scope of Work, shall be in accordance with the Exhibit B-1, Line Item Budget Guide, and shall be supported with source documentation upon the CDCR request.
3. All vehicles purchased or leased with STOP funds must receive written approval from the DRP prior to purchase or lease. These vehicles shall be accounted for on a tracking system inventory maintained by the Contractor and provided to the CDCR upon request.
4. 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, storage, driver name, reason for transport, participant(s) name and CDCR number. The monthly travel log shall be provided to the CDCR upon request.
5. 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 and all transportation plans to facilitate efficient operation throughout the State. The transportation budget will be utilized in accordance with the Exhibit B-1, Line Item Budget Guide.

XII. DATA RECORDS AND REPORTING REQUIREMENTS

The Contractor shall provide, at the time of proposal submission, written policies and procedures describing how each component identified in this section will be implemented and maintained.

A. General Information Security Terms

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

1. All information, reports, writings, summary documents or press releases shall be submitted for the CDCR review and approval prior to dissemination. The Contractor shall consult with the CDCR in the development of any data or material to be released to the public, news, media, or other professional groups.
2. The Contractor shall comply with the federal regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records" as cited in 42 CFR, Part two (2) and 45 CFR, as well as Health Insurance Portability & Accountability Act (HIPAA) requirements related to collection,

utilization, maintenance, retention, release, and disposal of participant program data and/or hard copy documentation.

3. The Contractor agrees all participant records and all information gathered, maintained, or created, related to participants for purposes of this Agreement are property of the CDCR. Any hard copy documentation and/or files the Contractor chooses to maintain, containing individual participant information, shall be secured in a locked file cabinet or drawer behind a locked door, located in a secured area, to prevent unauthorized access. The Contractor shall confidentially dispose of hard copy documentation and/or files at the end of this Agreement.

B. Data Management System

The CDCR's current electronic record system for documenting the delivery and administration of rehabilitative programs and services is ARMS. The Contractor shall utilize the ARMS database to document and maintain data related to all aspects of this Agreement, and any additional data entry requirements defined by the CDCR.

1. The CDCR shall provide Contractor staff training and additional resources and reference materials to develop an understanding of the ARMS user interface, including the ability to navigate the system and enter program service data as defined by the CDCR. For technical assistance regarding ARMS, email: ARMS_Support@cdcr.ca.gov.
2. The Contractor shall ensure data entry and documentation occurs in a timely manner, accurately reflects the services delivered, and addresses the expectations outlined in the Placement Office Requirements and CBP Service Delivery sections of this Agreement, the Data Requirements and Reporting Timeframes (Attachment 4), and all administrative documentation requirements (e.g., staffing, hiring, etc.).
 - a. The CDCR reserves the right to revise the Data Requirements and Reporting Timeframes (Attachment 4) under this Agreement, without processing an amendment. The CDCR shall notify the Contractor of modifications to the Data Requirements and Reporting Timeframes (Attachment 4) and/or procedure changes thirty (30) calendar days before the effective date of the change. In the event the CDCR is legislatively or departmentally mandated to make changes to the Data Requirements and Reporting Timeframes (Attachment 4), the thirty (30) calendar day notification shall be waived or reduced.
 - b. In the event of conflict between the Data Requirements and Reporting Timeframes (Attachment 4) and language and/or provisions set forth in any other Exhibit or Attachment incorporated by this Agreement, the Data Requirements and Reporting Timeframes (Attachment 4) shall govern and take precedence.
3. The Contractor shall monitor staff for accurate and comprehensive documentation and immediately, within one (1) business day, notify the CDCR of any inaccurate documentation or falsification of documentation by Contractor staff. Non-adherence to documentation standards or falsification of documentation may be used by the CDCR to initiate corrective action plans and/or other actions defined in Sanctions of Non-Compliance section of this Agreement.
4. The Contractor shall ensure compliance with the following data collection protocols:
 - a. Utilization of compatible computer hardware and software and internet connectivity.
 - b. Ensure data security, as outlined in the Exhibit G, ARMS Data Sharing Security Agreement).

- c. Implement and maintain policies and procedures to ensure integrity, accuracy and security of all data maintained and submitted to the CDCR. These policies and procedures shall include an information security policy and a disaster recovery process. These policies and procedures must be completed within thirty (30) calendar days upon execution of this Agreement.
- d. Data Entry Requirements: It is the responsibility of the Contractor to ensure daily data entry is consistent and accurate.
- e. Data corrections are the responsibility of the Program Director or Data Entry Coordinator only and are submitted via the ARMS ADMIN-Support Request TouchPoint.
- f. Provide all data collected outside of ARMS to the CDCR within thirty (30) calendar days of contract termination.

C. Data Requirements and Reporting Timeframes Plan

The Contractor shall submit a Data Requirements and Reporting Timeframes Plan at the time of proposal submission detailing how the Contractor and their network of CBP's will comply with all Data Requirements and Reporting Timeframes (Attachment 4) set forth by the DRP.

D. Participant Files

The Contractor shall maintain complete electronic files on all participants within the ARMS database. The CDCR reserves the right to identify additional file requirements, as needed. A participant file consists of:

1. Participants full name and CDCR number
2. Release of Information
3. Intake, enrollment, and admission agreements
4. Orientation
5. Health questionnaires
6. All assessments (e.g., COMPAS (if provided), placement assessment, participant)
7. Session attendance
8. CMP/ITP including needs, goals, tasks, and reviews
9. Case monitoring and progress notes
10. Employment development and family relationship documents
11. Drug testing dates and results
12. Reasonable accommodation documents
13. Personal, financial, or other program related documents
14. Service and/or treatment referrals
15. Disciplinary and adverse action documentation

16. Discharge plans and reviews

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

E. Staff Files

The Contractor shall maintain complete electronic files on all staff within the ARMS. The CDCR reserves the right to identify additional file requirements, as needed. A staff file consists of:

1. Staff member's full name, position title and position number
2. Pay rate and time-base
3. Security clearance status
4. Negative tuberculosis test date (updated annually)
5. AOD Registration, Certification, or Licensure record(s)
6. Education
7. Experience
8. Resumé
9. Training records
10. Separation or termination reason and date

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

F. Reports

The Contractor shall ensure compliance with the Incident Reporting Protocols. A copy of the Incident Reporting Protocols shall be provided to the Contractor by CDCR upon Agreement execution and within thirty (30) calendar days of any revisions.

XIII. CONTRACT PERFORMANCE

A. Compliance Monitoring and Review

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

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

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

B. Corrective Action Plan

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

1. Be submitted within ten (10) business days of receipt of the CAP.
2. Declare the Contractor's intent to:
 - a. Take action as identified in the CAP
 - b. Take action using an alternate solution, or
 - c. Take no action.
3. Provide a justification if requesting to implement an alternate solution(s) or take no action.
4. Include data, evidence, and/or additional supporting documentation if requesting to implement an alternate solution(s) or take no action.

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

C. Sanctions for Non-Compliance

When the Contractor fails to meet contract requirements as identified in the PAR and associated CAP, the CDCR may impose administrative and/or monetary sanctions. The reasons include the following:

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

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

7. The nature, scope, and gravity of the violation, including potential harm or impact on participants
8. Documentation of progress completed towards resolving violations
9. The Contractor's history of violations
10. The nature and extent to which the Contractor has taken corrective action to ensure the violation will not recur

11. Whether the violation is an isolated incident

For monetary sanctions, the CDCR may withhold up to ten (10) percent of charges for the work that is out of compliance as identified in the PAR, which may be reimbursed upon satisfactory completion through resubmission of an invoice.

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

The Contractor shall be evaluated for non-compliance by various methods (e.g., PAR follow-up reviews, data submissions, emailed updates). Should the Contractor continue to be out of compliance in any area, the Contractor may be subject to one (1) or more of the following sanctions:

12. An in-depth program assessment with a CAP to remedy deficiencies

13. A CAP requiring mandatory assessment and training provided by a qualified instructor identified by the CDCR. The costs of the instructor will be charged to the Contractor.

14. Reimbursement to the CDCR for costs incurred as a result of the Contractor's failure to perform

15. Immediate fiscal audit of the program

16. Immediate program services audit by the CDCR and any subcontractor or consultant utilized by the CDCR for this purpose, with costs charged to the Contractor

17. To ensure correction of deficiencies identified in the CAP, the CDCR may, at its discretion, sanction (without reimbursement) up to five (5) percent of the total monthly invoice during the period of noncompliance. Up to ten (10) percent of the total monthly invoice will be sanctioned from the monthly invoices for periods of noncompliance exceeding sixty (60) days, or the timeframes approved by the CDCR, whichever is later.

18. Termination of the Agreement

D. Failure to Perform

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

XIV. TRANSITION OF THE AGREEMENT TO A SUCCESSOR

A. Transition of the Agreement to a Successor Plan

The Contractor shall submit, at the time of proposal submission, a Transition of the Agreement to a Successor Plan describing the process for transitioning participants, participant records, and data to a successor provider. Upon Contract execution, the plan shall be finalized within thirty (30) calendar days and updated within twenty-four (24) hours of any revisions. All plan revisions must

be approved by the DRP, in writing, and updated as requested during the term of this Agreement. The plan shall describe the steps to be taken prior to expiration or termination of this Agreement to prepare for the transition, as well as the measures the Contractor will implement after termination to continue providing data and assistance to the successor, for a minimum of six (6) weeks following the termination date. The Contractor shall coordinate with the previous regional agreement provider to ensure an optimal transition and continuity of services upon award of this Agreement. The Contractor shall also adhere to the CDCR's implementation strategy provided at the time of award, including program activation planning designed to minimize interruptions to service delivery. In addition, the Contractor shall provide the CDCR with any additional information and support requested to facilitate a successful transition of services, ensuring minimal disruptions to service delivery no later than sixty (60) days prior to contract termination.

XV. CDCR RESPONSIBILITIES

- A. The DRP will work with the Contractor during activation and program implementation. The Contractor will be assigned a DRP Program Analyst, whose role will be to monitor program performance and compliance.
- B. The DRP shall collaborate with the Contractor to review progress. The reviews shall include assisting the Contractor in implementation, problem-solving, quality assurance, performance objectives, and related issues.
- C. The DRP shall provide updates to Contractor staff on changes or updates to the CDCR rules and regulations, policies and procedures that might impact program operations.
- D. The DRP and the DAPO shall provide technical assistance to the Contractor regarding program operations, as needed.
- E. The DRP shall review and approve Contractor protocols or revisions as outlined in the Agreement. The DRP in conjunction with the DAPO shall monitor and coordinate with the Contractor to identify and provide solutions to issues with referrals, capacity, and other program related issues.
- F. The DAPO, in conjunction with the DRP, will determine eligibility for placement.
- G. The DAPO shall refer participants to the Contractor. Referrals will be confirmed on CDCR 1502, Activity Report (Attachment 3). Final program placement must be **approved by the AOR**.
- H. The DRP will facilitate communication and collaboration between the DRP, DAPO, and the Contractor regarding participant related activities, progress on the participant's CMP, and discharge plans.
- I. The AOR shall actively engage in the participant's progress by collaborating with the Contractor to develop the participant's discharge plan.
- J. The DRP shall work collaboratively with DAPO to review, monitor, track, and report program utilization on an ongoing basis.
- K. The DRP shall review the Contractor's invoices for accuracy and reimburse for services provided. The DRP shall ensure invoices are processed within the required timeframes. Expenses reimbursed by the CDCR may be subject to audit(s); if discrepancies are identified, costs shall be adjusted to reflect the audited actual allowable costs incurred.

- L. The DRP shall provide training updates to the Contractor relevant to the effective management of participants pursuant to the CDCR rules and regulations, policies, and procedures.
- M. The CDCR shall assess, prior to release from institution, a participant's risk to reoffend using the CSRA, to identify criminogenic needs, and generate a Reentry Case Plan using the COMPAS Reentry assessment.
- N. The CDCR will provide the Reentry COMPAS Summary to the Contractor, when available.
- O. The CDCR reserves the right to remove any participant from the program.
- P. DAPO will have the final decision-making authority regarding closures/lockdowns at the program in urgent and emergent situations, such as bomb threats and active shooter threats.

XVI. CONTRACT TERM

The Agreement Term is for the period of July 1, 2026, through June 30, 2029. If it is determined to be in the best interest of the State, and upon agreement between the CDCR and the Contractor, the State may extend this Agreement for up to two (2) optional one (1) year terms.

XVII. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

A. Billing/Payment Issues

Headquarters Accounting Office
Email: DRPInvoiceUnit@cdcr.ca.gov

B. Scope of Work/Performance Issues

Division of Rehabilitative Programs Headquarters
Email: Contracts-CRS-Communications@cdcr.ca.gov

C. General Contract Issues

Office of Business Services
Contracts Management Branch
Phone Number: (279) 210-3715
Email: m_cdcrobscontracts@cdcr.ca.gov

Specialized Treatment for Optimized Programming

PROGRAM AREA_____

County: _____

Daily Bed Use (# of Beds): _____

Gender: _____

Facility Name

Facility Address

City, State, Zip

1. Invoicing and Payment

- a.** For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet, and made a part of this Agreement. Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b.** Invoices shall include the Agreement number and Purchase Order number and shall be submitted not more frequently than monthly in arrears to the address provided below. Invoices shall be itemized, separating parts and labor. Labor hours shall be clearly listed and according to actual hours in which services were performed. Approved estimates, Service Reports, parts receipts, and/or subcontractor receipts shall accompany the invoice to the State. Payment will be for actual expenses only, not estimated costs.
- c.** The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

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

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

2. Budget Contingency Clause

- a.** It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b.** If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

When a subcontractor is utilized, the subcontractor must provide a detailed, itemized receipt that adheres to the terms of this Agreement. Under no circumstances will the Contractor be allowed to mark up or manipulate the hours of the quote provided by the subcontractor in order to cover additional expenses. The quote from the subcontractor and Contractor must adhere to the rates identified in the Exhibit B-1.1 through B-1.5, Budget Proposal Rate Sheet. There will be no additional compensation for any work that is performed by a subcontractor that was not identified on the Exhibit A, Scope of Work.

5. Advanced Payment for Non-Profit Organizations

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

6. Bidder Acknowledgement/Certification (OBS 300)

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

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



LINE ITEM BUDGET GUIDE
For Cost Reimbursement Budgets

***Developed for
Bidders & Contractors***

***Prepared by the
Office of Business Services (OBS)***

Revised 8/2025

Table of Contents

I. Introduction and Responsibilities	4
1. Bidder Responsibilities	4
2. Contractor Responsibilities	4
3. CDCR and Contract Manager Responsibilities	4
II. Allowable Costs	4
1. Cost Allocation Plan	4
2. Competitive Bid Consideration.....	5
3. Personnel Costs.....	5
a. Staff Salaries	5
b. Staff Benefits	5
4. Sub-Contractor/Consultant Costs.....	6
5. Operating Costs	6
a. Communications	6
b. Expendable Equipment	6
c. Non-Expendable Equipment	7
d. Facility Lease/Rent	7
e. Facility Owned	7
f. Food Costs	7
g. Household Supplies.....	8
h. Insurance	8
i. Linen Services	8
j. Maintenance/Repair	8
k. Project Supplies	8
l. Supplies.....	8
m. Training	8
n. Travel	8
o. Utilities.....	8
6. Indirect Costs	8
7. Profit Fee	9
8. Operating Reserve/Contingency Fund	9
9. Allowable Indirect Costs	9
a. Accounting	9
b. Advertising	10
c. Audit Service.....	10
d. Bonding	10
e. Budgeting	10
f. Corporate Staff.....	10
g. Disbursing Service	10
h. Electronic Data Processing	10
i. Legal Expenses (Contract Administration)	10
j. Management Studies	10
k. Meetings and Conferences.....	10
l. Memberships, Subscriptions and Professional Activities	10
m. Morale, Health and Welfare Costs	10
n. Payroll Preparation.....	10
o. Permits	10
p. Personnel Administration.....	10

q. Printing and Reproduction	11
r. Procurement Service	11
s. Taxes	11
t. Transportation	11
u. Warehouse	11
10. Unallowable Costs	11
a. Bad Debts	11
b. Bonus/Gifts	11
c. Contributions, Donations and Fundraisers	11
d. Entertainment	11
e. Fines and Penalties	11
f. Legal Expenses (Claims Against the State)	11
g. Legislative Lobbying Costs	11
III. Fiscal Audits	11
IV. Project Budget Proposal	12
1. Total Personnel Costs	12
2. Sub-Contractors/Consultants Costs (Identified by Bidder)	12
3. Total Operating Costs	12
4. Total Indirect Costs	12
5. Profit Fee (for-profit organizations)	12
6. Operating Reserve/Contingency Fund (non-profit/government agencies)	12
V. Establishing Monthly Salary Rates	12
1. Monthly Salary Rates	12
2. Establishing a Monthly Salary Rate	12
3. Position's Time Base	13
4. Temporary Help and Overtime Displayed	13
5. Project Time by Hours	13
6. Personnel Positions	13
7. Temporary Help and Overtime Displayed	13
8. Costs Displayed for Budget Categories and Line Items	14

****Please note that this guide is not to be used for per diem contracts.****

I. Introduction and Responsibilities

The Line Item Budget Guide for Cost Reimbursement Budgets (LIBG) was written to assist Bidders and Contractors in the following respective areas of responsibility for a cost reimbursement budget.

1. Bidder Responsibilities

- Indicating the allowable costs for bids associated in performing contracted services for a cost reimbursement budget (for each fiscal year if applicable) for competitive bidding purposes.
- Only costs bid and awarded are allowed under the Agreement.

2. Contractor Responsibilities

- Ensuring all expenditures claimed (including all subcontractor expenditures) are allowable costs as specified in this LIBG;
- Ensuring all costs are associated in performing contracted services for auditing purposes and project review;
- Ensuring all subcontractors performing services have a written agreement stating the contracted services shall be performed in accordance with all contractual responsibilities of the prime contractor; and,
- Ensuring a budget amendment can be supported (justified) for actual expenses associated in performing contracted services

3. CDCR and Contract Manager Responsibilities

- Ensuring budget transfers/amendments are in accordance with Line Item Budget Guide policies; and,
- Ensuring budget transfers/amendments do NOT compromise the competitive bidding process (i.e., changes that would not have affected the original award of the contract)

II. Allowable Costs

Allowable costs incurred by the Contractor shall be substantiated with appropriate source documentation (such as invoices, receipts, and accounting records) for any cost contained in the Budget Rate Sheet. Receipts and other support documentation need not be submitted with the monthly invoices for contract expenditures, with the exception of travel expenses and subcontractor/consultant costs. However, the CDCR Contract Manager has the right to require the contractor provide supporting documents for any expenses at any time. Failure to provide supporting documentation may result in a delay of or denial of payment.

The Contractor must retain files in the Contractor's headquarters office based in California or at the project service location where services are being provided. All support documentation must be retained for actual expenses incurred for auditing purposes and for project review, as required in Item III, Fiscal Audit provision of this guide.

Allowable costs for a contract shall be limited to those expenditures that were included in the bid, evaluated, and awarded.

1. Cost Allocation Plan

A Cost Allocation Plan (CAP) is the organization's written policy that discloses its accounting practices, policies, and procedures for allocating direct and indirect costs. If a Contractor allocates costs to multiple programs or contracts, a CAP must be on file with DRP. 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. Contractors must develop the CAP according to reasonable criteria, supported by current data and must be provided at the time of bid submittal. Any revisions made to the CAP shall be received no later than thirty (30) calendar days upon contract execution, shall not increase the overall contract award amount by category, and must be approved by DRP.

2. Competitive Bid Consideration

Contractors shall ensure that all costs are considered when developing a budget in response to a competitive bid process. Any costs that were not included at the time of bid, will not be allowed. For instance, changes to the requirements of the program in the Scope of Work, (i.e., the addition/removal of key personnel, or the addition/deletion of tasks or responsibilities), which may have precluded potential bidders from bidding, resulted in fewer/additional points in the evaluation process, or resulted in a lower bid.

For this reason, careful competitive bid consideration will be made to determine whether or not the consequences of an amendment or a budget transfer request have compromised the integrity and fairness of the bidding process.

Listed below are the allowable costs:

3. Personnel Costs

a. Staff Salaries

Personnel salary and wage costs (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 of personnel who are providing services for more than one contract must be charged to each contract on a proportional basis. Salaries are only allowable for the time the employee is assigned to the contracted program and must be adequately documented (by time sheets signed by the employee and the immediate supervisor, payroll register, payroll warrant, employee personnel file and general ledger accounts). All reported salary costs shall be based on actual expenditures. The time sheets must show on a daily basis how much time each employee spent on each program and salaries must be prorated accordingly.

Bidders shall ensure that cost of living, merit, or anniversary increases when each position's monthly or hourly rates for each fiscal year of the contract are budgeted. The rates must be realistic and conform to industry standards for each position. If salary increases are to be granted, they must be included in the budget when submitting a bid for a single or multiple year contracts. Salary increases not included in the budget at the time of bid will not be allowed at any time during the performance of the contract.

b. Staff Benefits

Costs for staff benefits shall be provided based on a percentage of total staff salaries. Costs for staff benefits not included in the budget at time of bid will not be allowed at any time during the performance of the contract.

Bidders should establish a benefits percentage rate they will not exceed during any given fiscal year. For example, if workers' compensation is paid quarterly, the percentage for staff benefits would fluctuate on a monthly basis. An established benefits percentage would take these fluctuations into account.

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.

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. Contractor shall maintain documentation to support leave earnings, usage and balances. Vacation leave accrual pay-off shall not exceed two (2) weeks per year per staff person. 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.

4. Sub-Contractor/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. If the Contractor intends to use a sub-contractor(s) and/or consultant(s), the need must be documented, including a total dollar amount, when the bid proposal is submitted to CDCR. Sub-contractors included in the contractor's initial bid proposal shall be subject to the same bid requirements described in the following paragraph.

During the term of the contract, if there is any subcontracting activities other than those listed on the bid, the Contractor shall obtain at least three written bids for sub- contracts of \$5,000 or more. Contractors shall ensure at least three informal bids are obtained for sub-contracts less than \$5,000. An informal bid can be a documented verbal quote. If three informal bids are unattainable, the Contractor shall document why they were unattainable. Documentation shall include advertisements, bids received, etc., and shall be maintained by the Contractor. The Bid documentation shall be provided to the Contract Manager. All subcontracts shall be awarded to the lowest responsible bidder, unless the Contractor obtains prior written approval from the CDCR Section Chief of the Program to award based on specific evaluation criteria. If specific evaluation criteria are utilized, a minimum of 30 percent of the points shall be allocated to cost. Subcontracts 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 DVBE participation program (refer to the DVBE requirements). Prior approval by CDCR must be obtained and adequate justification must be submitted to the CDCR Section Chief of the Program if the Contractor selects a consultant/subcontractor based on sole source or specific evaluation criteria. If during an audit it is discovered that the Contractor did not attempt to obtain three written bids or prior CDCR approval for sole source or specific evaluation criteria was not received, consultant/subcontractor fees will be disallowed.

5. Operating Costs

Allowable operating costs are defined as necessary program expenditures, which are based on actual costs substantiated by source documentation. Operating costs can include expendable equipment costs but are exclusive of sub- contractor/consultant service costs and indirect costs. Operating costs not included in the budget at time of bid will not be allowed at any time during the performance of the contract. For auditing purposes, the Contractor shall retain source documentation for these expenses such as purchase orders, requisitions, bills of lading, stock received reports, invoices and issued checks/warrants. Only documented direct costs necessary to provide services for this contract are allowable and cannot be based on the overall organizational expenses. Substantiating documentation must be provided upon request. Operating costs can include the following:

a. Communications

These costs may include telephone, messenger services, cellular telephones, pagers, postage costs, internet services, and printing for job postings.

b. 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 (i.e. fax machines, computers, printers etc.). Title to any expendable equipment purchased or built with State funds as part of the agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two- way radios, computer equipment, etc., for audit purposes. Upon termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different contract.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding areas.

c. Non-Expendable Equipment

Non-expendable equipment shall be identified as movable articles which:

1. Have a normal useful life of at least one year; and
2. Have a unit acquisition cost of \$5,000 or more. (Note that 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 the 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. If straight line method is not used, support justification indicating the depreciation method used must be submitted with the bidder's Budget Proposal.

The bidder shall list all non-expendable equipment needed for the contract on the "Non-Expendable Equipment" form (Exhibit AA), indicating the method of charge (rent/lease or depreciation), and including Exhibit AA with the bidder's Budget Proposal.

CDCR reserves the right to disallow any type of non-expendable equipment not deemed to be needed or applicable to the program. The cost for any disallowed non-expendable equipment will be deducted from the bidder's Budget Proposal. Non-expendable equipment costs not listed on the "Non-Expendable Equipment" form (Exhibit AA) shall be disallowed.

d. Facility Lease/Rent

Reasonable rent or lease costs applicable to the occupied space(s) for the CDCR project may be charged in the budget proposal of the contract. Space costs cannot exceed comparable rental space(s) for the surrounding area. If the Contractor occupies space(s), which will only be partially used for this project, the allowable space costs must be based on the percentage of space used for the project.

e. Facility Owned

If the Contractor owns the facility, they 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 depreciation will be based on total facility acquisition cost, and less land cost. If significant repairs are needed to make the facility usable for the project, prior written approval from the CDCR Contract Manager is required. A straight-line method of computing depreciation must be used. The contractor must possess the proper records to validate these costs and are subject to CDCR approval. The method of computing depreciation must be in accordance with Generally Accepted Accounting Principles (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.

If a Contractor-owned facility is fully amortized and 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.

f. Food Costs

This covers food products used in the preparation of meals and does not include non-food products, e.g., eating utensils, pots, pans, cleaning detergents, etc. Whenever feasible, CDCR recommends purchasing food items in bulk at wholesale prices. If a Contractor is required to maintain a stock of food items, an inventory control system must be utilized to ensure appropriate use of items. Food costs for contractor staff is unallowable.

g. Household Supplies

Household supplies are those items necessary for the operation of the project and include, but are not limited to: linens, kitchen utensils, and cleaning supplies.

h. Insurance

Reimbursement for required insurance will be based on actual costs incurred. State reimbursement in this area is contingent upon receipt of an actual invoice from the insurance carrier detailing that the costs are specifically for this contract. Additional costs beyond the required levels of the contract will be incurred by the Contractor.

i. Linen Services

Linen services consist of outside services obtained to provide clean linen for use in the project (common for residential facilities contracts).

j. Maintenance/Repair

Allowable maintenance and repair costs are those that are necessary for the upkeep of the facility and non-expendable equipment.

k. Project Supplies

Project supplies include items which directly benefit the participants of the project. Project supplies include, but are not limited to: hygiene items, newspapers, brochures, magazines, books and other related publications.

l. Supplies

Supplies are defined as expendable items which depreciate with use and are limited to supplies necessary to meet the project's scope of work. Title to any expendable supplies purchased or built with State funds as part of the agreement will vest in the State. Upon termination of the agreement, Contractors are required to leave all unused supplies for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such supplies for work to be performed under a different contract.

The cost of items purchased should be comparable to the prevailing price for similar items.

m. Training

Cost of required training for employee development benefiting contract programs.

n. 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. Rates and information can be found at: <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>.

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.

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

o. Utilities

These costs may include gas, electricity, water, and trash collection.

6. Indirect Costs

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one objective. The term "indirect costs" as used herein applies to costs incurred in the Contractor's administrative department, as well as those incurred in other departments in carrying out the functions and objectives of the contract. Indirect costs not included in the budget at time of bid will not be allowed at any time during the performance of the contract.

Indirect cost rates are based on annual direct expenses. An indirect cost rate is only applied to a bidder's Budget Proposal if servicing more than one program (e.g., bidder is presently providing a program service to another State agency, local entity or organization). Indirect cost rates shall not be applied to sub-contractor costs.

Bidders that have established indirect cost rates with other governmental agencies may use their approved Cost Allocation Plan (CAP) for State purposes. However, the State will disallow costs that do not comply with the LIBG, even if those costs are allowable under other government agencies' rules.

Accounting records shall include documentation of all costs supporting the expenses used to compute the indirect cost rate. Contractors shall adjust the indirect cost rate annually during the term of the contract to reflect actual costs incurred without exceeding the budget.

7. Profit Fee

A one-time maximum profit fee of up to 5 percent (5%) of the cost of operating the project, exclusive of indirect costs and sub-contractor costs, is 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. **Note: Only for-profit contractors may claim a profit fee.**

8. Operating Reserve/Contingency Fund

Nonprofit organizations and government agencies may include a line item for Operating Reserve/Contingency Fund, which can be up to 5 percent of the cost of operating the project, exclusive of indirect and subcontractor costs. The Operating Reserve/Contingency Fund can only be used when all three criteria below are met:

- Necessary to pay for unanticipated costs as determined by the CDCR Program's Deputy Director or equivalent, which is directly associated with approved contract services;
- To be used for allowable expenses as detailed in the LIBG, Section II, Actual and Allowable costs; and,
- Funds from other line items are not available to pay for the unanticipated costs.

This line item may not be invoiced directly; therefore, if the Contractor wishes to use these funds, prior written approval must be obtained from the CDCR Program's Deputy Director or equivalent. The request shall be made through either a budget transfer request (approved by CDCR Program's Deputy Director or equivalent) or amendment request (approved by CDCR'S Office of Business Services (OBS) and/or Department of General Services). The request must clearly describe the need for the funds and also explain why funds from other lines are not available to pay for the unanticipated costs. CDCR reserves the right to require that the Contractor provide all information and documents necessary to justify the request. If during the term of the contract an amendment is approved that increases or decreases the amount of the contract, the amount of the Operating Reserve/Contingency Fund may be adjusted accordingly. Any unallowable costs from an audit may result in a recalculation of the Operating Reserve/Contingency Fund costs and recovery by CDCR of the difference.

9. Allowable Indirect Costs

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. Indirect costs not included in the budget at time of bid will not be allowed at any time during the performance of the contract.

a. 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.

b. Advertising

Advertising media includes newspapers, magazines, radio, Internet, television programs, direct mail, trade papers, etc. Allowable advertising costs are solely for:

- Recruitment of personnel required for the contracted project;
- Solicitation of bids for the procurement of required goods and services; or,
- Other purposes specifically provided for in the contract.

c. Audit Service

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

d. Bonding

Cost of fidelity, surety and performance bond premiums.

e. Budgeting

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

f. Corporate Staff

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

g. 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.

h. Electronic Data Processing

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

i. Legal Expenses (Contract Administration)

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

j. 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 State.

k. Meetings and Conferences

Costs when the primary purpose of the meeting is the dissemination of technical information relating to the 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 the section entitled, "Actual and Allowable Costs," paragraph 3 "Operating Costs," subsection "p. Travel" on page 8.

l. 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 \$100.00.

m. Morale, Health and Welfare Costs

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

n. Payroll Preparation

Cost of preparing payrolls and maintaining necessary related wage records.

o. Permits

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

p. Personnel Administration

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

q. 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.

r. 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.

s. 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.*

t. 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.

u. Warehouse

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

10. Unallowable Costs

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

a. Bad Debts

Loss arising from uncollectible accounts and related costs.

b. Bonus/Gifts

Costs associated with bonuses and/or other gifts.

c. Contributions, Donations and Fundraisers

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

d. Entertainment

Costs of amusements, social activities and incidental such as meals, beverages, lodgings, rentals, transportation and gratuities are not allowable, unless such activity is specifically required as part of the project scope.

e. Fines and Penalties

Costs resulting from violations of or failure to comply with Federal, State and/or local laws and regulations. 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.

f. Legal Expenses (Claims Against the State)

Refer to Exhibit D – CDCR Special Terms and Conditions.

g. Legislative Lobbying Costs

Costs associated with lobbying activities.

III. Fiscal Audits

CDCR Office of Audits and Compliance (OAC), or any duly authorized Audits and Compliance representative, shall have the access and right to examine, audit, review, excerpt and transcribe any books, documents, papers or records of the Contractor and/or sub-contractor which in the opinion of the State may be pertinent to this contract. Such material for each year of the contract must be retained for a period of five years after the termination of the contract or until an audit is completed by the State and all questions arising there from are resolved. *An exception to the five-year period occurs when a contract audit is in dispute or litigation is ensued. In these instances, records are retained until all issues are resolved.*

Audits and reviews may be conducted at any time during the performance of the contract or during the five years following the completion of the contracting period. Actual costs incurred by the Contractor for expenses must be substantiated with appropriate source documentation. It is the Contractor's responsibility to ensure that all expenditures claimed, including all subcontractor expenditures, are allowable costs associated in performing the contracted services as specified in the LIBG.

If expenditures are found to be unallowable during an audit, the Contractor's and/or subcontractor's reimbursements will be recalculated and adjusted accordingly. Noncompliance with financial management guidelines set forth herein will result in a disallowance of reported 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.

IV. Project Budget Proposal

The project budget proposal displays five (5) separate budget categories (A, B, C, D, E and F) and indicates the budget for each category, with some specific line items to be completed. CDCR's Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.

1. Total Personnel Costs

- Total Staff Salaries
- Total Staff Benefits

2. Sub-Contractors/Consultants Costs (Identified by Bidder)

3. Total Operating Costs

4. Total Indirect Costs

5. Profit Fee (for-profit organizations)

6. Operating Reserve/Contingency Fund (non-profit/government agencies)

V. Establishing Monthly Salary Rates

A bidder may need to establish different monthly salary rates for personnel positions for a multi-year contract to reflect salary increases for subsequent fiscal years (FY) of the contract, as indicated below:

1. Monthly Salary Rates

Considerations for a monthly salary increase should include:

- Cost of living adjustments (COLAs);
- Merit salary adjustments; and/or,
- Anniversary increases.

2. Establishing a Monthly Salary Rate

A bidder may establish a monthly salary rate for:

- A single staff position; and/or,
- Multiple staff positions (with the same position title).

By establishing a maximum monthly salary rate per fiscal year, this allows personnel to have monthly salaries, and the established rates shall be inclusive of any salary increases during a fiscal year. For a multi-year contract, a bidder may also establish different monthly salary rates for each fiscal year. Establishing a salary rate will allow the Contractor to make salary adjustments below or meeting the established rate during the contract term to accommodate unexpected personnel changes.

The rate must be realistic and conform to industry standards for each position.

3. Position's Time Base

CDCR may determine a position's time base when developing a project budget proposal requirement for a competitive bid or may allow a bidder to indicate a position's time base. A position's time base is the program time (indicated by either a percentage or hours) associated in performing contracted services.

4. Temporary Help and Overtime Displayed

The percentage of program time may be established by the bidder as a percentage range for multiple staff positions (as seen below), with this percentage range indicating that one or more staff positions are providing services at a less than full-time basis:

8 Counselors:

\$2450-\$2575 monthly salary @ 50%-100% = \$219,150 budget amount

To compute the budgeted amount for the 8 Counselors,
each position's monthly salary rate and time base vary for the FY:

1 @ \$2450 @ 50% = \$14,700

1 @ \$2450 @ 75% = \$22,050

2 @ \$2450 @ 100% = \$58,800

4 @ \$2575 @ 100% = \$123,600

A bidder would not need to display this application on the project budget proposal;
however, for invoicing purposes, the monthly salary paid to each staff person cannot be
more than the established monthly salary rates and time base.

5. Project Time by Hours

A bidder may indicate a position's project time base by the "number of hours" dedicated to the project during a fiscal year, however, this application would require the position's salary to be indicated as an "hourly salary rate" in order to compute the position's budgeted amount, as shown below:

Supervising Counselor: \$18.50 hourly rate @ 2016 total hours = \$37,296

Invoicing for a Position's Budgeted Hourly Rate

Hourly rate increases over 15% must have prior amendment approval by CDCR's Deputy
Director of the Program and the Office of Business Services before making commitment
to staff.

6. Personnel Positions

CDCR determines the "key staff" positions for a project budget proposal. Personnel positions identified in the project budget proposal are direct costs associated in performing the services required in the scope of the project.

A bidder may identify other staff positions necessary to fulfill the requirements of the contract.

7. Temporary Help and Overtime Displayed

A bidder may include separate position lines for temporary help and overtime as displayed below.

Please note that the budgeted salary and project time base may be indicated as "various" since these are unknown factors during the development of a project budget proposal. Overtime may reflect any of the personnel positions listed.

A. PERSONNEL	No. of Positions	Monthly Salary	% of Project Time	No. of Months
Overtime	Unknown	Various	Various	Unknown
Temporary Help	Unknown	Various	Various	Unknown

A bidder must include a budget for temporary help and overtime and shall not be exceeded during the performance of the Agreement.

8. Costs Displayed for Budget Categories and Line Items

- Budget category budgeted amounts must be displayed in “dollars”;
- Monthly salary rates must be displayed in “dollars”;
- Hourly rates may be displayed in dollars and cents. If hourly rates are displayed, the project time base must indicate the total “number of hours” (not indicated by percentage of time) for the fiscal year for calculation purposes; or,
- Non-expendable equipment items must be listed, and the method of charge identified.

BUDGET PROPOSAL RATE SHEET WORK SHEET
Instructions for Completing Exhibits B-1.1 through B-1.5

The Specialized Treatment for Optimized Programming (STOP) Budget is part Cost Reimbursement and part Fee for Service.

Exhibits B-1.1 through B-1.5, Sections A through E

Sections A through E on Exhibits B-1.1 through B-1.5 represent those fixed costs critical to the operation of the STOP Placement Office. The Contractor will invoice for these items on a cost reimbursement basis. Fixed costs include the following:

- A. Personnel (Placement Office Salary and Hourly Positions)
- B. Subcontractors Costs (Excluding Sections F & G, Service Modalities)
- C. Operating Costs (Placement Office)
- D. Total Indirect Cost (% of Subtotal Annual Direct Expenses)
- E. Profit Fee (% of Subtotal Annual Direct Expenses)

Note: Sections A through E on Exhibits B-1.1 through B-1.5 shall account for no more than twenty-five (25) percent of the Total Operational Budget for each Fiscal Year.

Exhibits B-1.1 through B-1.5, Section F and Section G

There are six (6) Service Modalities that will be available through the STOP program:

- Detoxification
- Residential
- FOTEP
- Outpatient
- RRH
- RHWH (Funding is dependent upon the Governor's Budget)

Section F and Section G on Exhibits B-1.1 through B-1.5 represent those costs incurred for direct service provision at the community level, whether these services are provided by the Contractor or by a Subcontractor (affiliated or nonaffiliated). The Contractor will invoice for these items on a fee for service basis, i.e. the Contractor will be reimbursed only for services provided. Residential services will be reimbursed per participant per day. Non-residential services will be reimbursed on a unit of service (individual and/or group) basis. The Maximum Participant Daily/Session Rate shall be listed for each of the six modality types. Rates identified by the Contractor will remain in effect for the length of the contract, unless otherwise approved by CDCR.

The Contractor shall subcontract to non-affiliated entities with at least seventy-five (75) percent of the total funds allocated to Section F and Section G, "Service Modalities," as per Exhibits B-1.1 through B-1.5, unless prior written approval is received from the DRP PA. The Contractor and/or its affiliates may provide services with the remaining twenty-five (25) percent of the total funds allocated to Section F and Section G, "Service Modalities", unless prior written approval is received from the DRP PA. CDCR defines an affiliate as "an organization that is a member of another organization."

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1, Line Item Budget Guide when developing your budget proposals).

All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposal Rate Sheet within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 1

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHWH funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

OPTIONAL YEAR
SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING
FISCAL YEAR 2030/2031
(July 1, 2030 through June 30, 2031)

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

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

*****BWHH funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

Page 5 of 5

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1, Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposal Rate Sheet within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 2

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHWH funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 2

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1, Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

All line items under operating costs shall be listed on the Budget Proposal Rate Sheet within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1, Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 3

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 3

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

5 of 5

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1, Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposal Rate Sheet within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit R-1.1 line item Budget Guide when developing your budget proposals).

All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 4

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHWH funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

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

****BWHH funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1, Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposal Rate Sheet within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit R-1.1 line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 5

All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHWH funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

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

****BWHH funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1, Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

*** 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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposal Rate Sheet within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1 Line Item Budget Guide when developing your budget proposals).

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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 two (2) optional one (1) year terms.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 6

All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

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.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

Program Area # 6

* All required positions must be full-time. Full-time salaried positions must be budgeted at 100% of project time and twelve (12) months per year. Full-time hourly positions must be budgeted at two thousand eighty (2080) hours per year. Proposers are responsible for determining and listing all additional positions required to deliver the services outlined in the Agreement. Only positions listed at the time of proposal submission can be invoiced. The Contractor MUST account for year-over-year salary, benefits and cost of living adjustments over the term of the Agreement. Salaries and wages must be sustainable for the full twelve (12) months within each Fiscal Year. Budget Proposal Rate Sheets submitted with the RFP will be incorporated into the executed Agreement and further changes will not be allowed.

** SB/DVBE subcontractor changes will only be allowed in compliance with Exhibit D, Special Terms and Conditions

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

****RHHW funding is not guaranteed. Availability of this funding is dependent upon the Governor's Budget.

All line items under operating costs shall be listed on the Budget Proposals within the bid submission, as a Budget Transfer Request will not be permitted for adding line items (Refer to the Exhibit B-1. Line Item Budget Guide when developing your budget proposals).

SPECIALIZED TREATMENT FOR OPTOMIZED PROGRAMMING
PROGRAM AREA: _____

BUDGET PROPOSAL RATE SHEET SUMMARY

FISCAL YEAR	BUDGET
FY 2026/27 (Exhibit B-1.1)	
FY 2027/28 (Exhibit B-1.2)	
FY 2028/29 (Exhibit B-1.3)	
TOTAL BID AMOUNT (Basis of Award)	

FISCAL YEAR	BUDGET
FY 2029/30 (Exhibit B-1.4) Optional Year	
FY 2030/31 (Exhibit B-1.5) Optional Year	
TOTAL AMOUNT	

*The term of this Agreement is three (3) years with two (2) one (1) year optional terms.

NON-EXPENDABLE EQUIPMENT

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

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

Revised January 2010

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
PROVIDER DIRECTORY INFORMATION SHEET**

Please complete the form in its entirety, one (1) form for each modality per fiscal year (July 1-June 30).

FY: Select County:	ARMS Site Name: Select
Contractor Name:	Contract Number:
Corporate Name:	Facility Name:
Business Street Address, City, Zip Code:	Facility Street Address, City, Zip Code:
Corporate Telephone:	Facility Telephone:

Mark all that Apply: *(STOP Placement Offices do not need to select Population Served or Population(s) Accepted)*

Population Served: ☐ Male ☐ Female ☐ Coed

Population(s) Accepted: ☐ PC290 ☐ PC288 ☐ Drug Medi-Cal Certified (SUDT Only)

☐ Wheel Chair (# of wheel chair slots ____) ☐ Mobility Impaired* ☐ Vision Impaired* ☐ Hearing Impaired*

*Unchecked boxes will require follow up by DRP

Daily Hours of Operation (does not apply to residential modalities)

	Start	End	Total Daily Hours
☐ Monday			
☐ Tuesday			
☐ Wednesday			
☐ Thursday			
☐ Friday			
☐ Saturday			
☐ Sunday			

Representative Signature: _____

Effective Date: _____

This is the date all data on this sheet becomes effective.

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 Chief, Contracts Management Branch (CMB), OBS, and a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

(SUBJECT)

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

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

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

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

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

d. Further Resolution

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

e. Contract Disputes with Public Entities

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

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

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

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

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

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

3. Contract Suspension

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

4. Responsibility Hearing

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

5. Confidentiality of Data

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

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

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

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

6. Compliance with Legal Requirements

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

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

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

8. Liability for Loss and Damages

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

9. Computer Software Management Memo

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

10. Accounting Principles

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

11. Liability for Nonconforming Work

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

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

12. Subcontractor/Consultant Information

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

13. Contract Violations

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

14. Temporary Nonperformance

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

15. Extension of Term

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

16. Employment of Ex-Offenders

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

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses);
- c. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- d. Any ex-offender in a position which provides direct supervision of parolees, except in the following instances:
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

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

17. Electronic Waste Recycling

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

18. Tax

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

19. Licenses and Permits

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

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

20. Permits and Certifications from State Board of Equalization

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

21. Darfur Contracting Act

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

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

22. Iran Contracting Act

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

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

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

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

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

23. Conflict of Interest

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

a. Contractors and Their Employees

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

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;
2. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

b. Current State Employees

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

2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - a. Using an official position for private gain;
 - b. Giving preferential treatment to any particular person;
 - c. Losing independence or impartiality;
 - d. Making a decision outside of official channels; and
 - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

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

24. Disclosure

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

25. Additional Disclosure

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

26. Security Clearance/Fingerprinting

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

The State further reserves the right to terminate the Agreement should a threat to security be determined.

27. Notification of Personnel Changes

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

28. Hiring Considerations

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

29. Contractor Employee Misconduct

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

30. Workers' Compensation

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

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

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

31. 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.

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

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

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

The certificate of insurance must include the following provisions:

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

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

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

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

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

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

32. Disabled Veteran Business Enterprise (DVBE)

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

33. Small Business and DVBE Participation – Commercially Useful Functions

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

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

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and be “domiciled” in California. A supplier’s bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

34. DVBE Replacement Request

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veteran’s Code (MVC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services, m_cdcrobscontracts@cdcr.ca.gov. For assistance with access to the “DVBE Substitution” form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE Advocate at sbdvbeadvocate@cdcr.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.73(g) or the Public Contract Code (PCC) § 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC § 999.9; PCC § 10115.10, or PCC § 4110 (for public works contracts).

35. DVBE Payment Certification

MVC 999.5(d) requires prime contractors to certify that payments to DVBE subcontractors were made upon completion of the contract and allows the awarding department to 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 incarcerated individuals/patient medical record information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Contractor by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California GC Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement, which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

37. Travel

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: TBD
Address: 9838 Old Placerville Road, Suite B
Sacramento, CA 95827

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 incarcerated individuals/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

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

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

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 incarcerated individuals and Division of Juvenile Justice Wards

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

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

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

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

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304; Title 9 Section 30936; 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, and 3288; Title 9, Sections 30275 and 30958; 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); Title 9, Section 30275; WIC Section 1712.

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

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

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

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; Title 8, Sections 30976 and 30945; WIC Sections 1001.5 and 1152.

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

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425; Title 9, Section 31609; 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, Section 3383; Title 9, Sections 30935 and 30275.

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

SOURCE: CCR, Title 15, Section 3174(b)(1); Title 9, Section 30275.

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

SOURCE: CCR, Title 15, Sections 3261.5, 3315(a)(3)(X), and 3177; Title 9, Section 31100(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 incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is incarcerated individual attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

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

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

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

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

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

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.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING (STOP)

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

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

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

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

ARTICLE 1 DEFINITIONS

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

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.103.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

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

ARTICLE 2 CONFIDENTIALITY

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

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of

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

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement,

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

2.2 Disclosures Required By Law.

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

2.3 Specific Use and Disclosure Provisions.

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

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if

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

2.5 Permissible Requests by Covered Entity.

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

2.6 Policy and Procedure Review.

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

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

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

3.2 Security Procedures.

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

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;

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

ARTICLE 4

EXCHANGE OF STANDARD TRANSMISSIONS

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
 - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
 - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
 - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
- Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
- If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
 - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
 - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
 - (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.

- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information.

(a) Proprietary Information

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

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

ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

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

5.2 Term and Termination.

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

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

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

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

(c) Effect of Termination.

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

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

5.3 Disputes.

HIPAA Appeal Procedures

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

1. Verbal Appeal
Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.
2. Informal Appeal
If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.
3. Formal Appeal
Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

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

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

5.4 Injunctive Relief.

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

5.5 Regulatory References.

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

5.6 Amendment.

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

5.7 Survival.

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

5.8 Limitation of Damages.

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

5.9 Interpretation.

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

5.10 Third Party Beneficiary

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

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

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

Telephone:

[Click here and insert BUSINESS ASSOCIATE'S PHONE NUMBER WITH AREA CODE]

Facsimile:

[Click here and insert BUSINESS ASSOCIATE'S FAX NUMBER WITH AREA CODE]

Covered Entity:

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

Telephone: (916) 327-1842

Facsimile: (916) 327-0545

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

Historical Information

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

CDCR Policy

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

CDCR’s policy provides for the following:

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

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

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

Professional Behavior

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

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

- Taking responsibility for your own behavior.

Preventative Measures

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

The following are ways in which you can help:

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

Detection

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

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

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

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

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

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

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

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

Date: _____

Facility/County Name: _____

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

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

Printed

Signature:

Date



ARMS DATA SHARING SECURITY AGREEMENT

FOR OFFICIAL USE ONLY

**AUTOMATED REENTRY MANAGEMENT SYSTEM
(ARMS)
DATA SHARING AGREEMENT**

Between

**THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND
REHABILITATION**

and

<Insert Provider Name>

<Insert Contract Number>

<Insert Contract Term>

<Insert Date>

FOR OFFICIAL USE ONLY



ARMS DATA SHARING SECURITY AGREEMENT

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

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

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

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

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

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

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



ARMS DATA SHARING SECURITY AGREEMENT

- (Government Code Sections 6250-6265) or other applicable state or federal laws (SAM §5320.5).
- c. High Risk Confidential Information (HRCI) - Non-public information that if disclosed could result in a significant harm (including financial, legal, risk to life and safety or reputational damage) to the CDCR or individual(s) if compromised through alternation, corruption, loss, misuse, or unauthorized disclosure. Examples of HRCI include, but are not limited to, information such as the following:
 - i. Personally identifiable information such as a person's name in conjunction with a person's social security, credit or debit card information, individual financial account, driver's license number, state ID number, or passport number, or a name in conjunction with biometric information;
 - ii. Personal health information such as any information about health status, provisions of health care, or payment for health care information as protected under the Health Insurance Portability and Accountability Act (HIPAA) of 1996;
 - iii. Correctional Offender Record Information as defined in California PC §§ 13100-13104;
 - iv. All IT infrastructure information that would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of a public agency, including but not limited to firewall and router configurations, server names, IP addresses, and other system configurations;
 - v. Any Document which contains information identifying any Confidential Informant, or information provided, as defined in CCR Title 15, Section 3321;
 - vi. Any documentation of information which contains information or data within any Gang Data Base as defined in Department Operations Manual (DOM) Section(s) 52070.22 through 52070.24;
 - vii. Records of investigations, intelligence information, or security procedures as specified in the PRA Section 6254(f).
 - d. Sensitive Information (SI) – information maintained by CDCR that requires a higher than normal assurance of accuracy and completeness. Thus the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of financial transactions and regulatory actions.
 - e. Protected Health Information (PHI) - is defined as any information, in any form, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that can be used to identify an individual.
 - i. Alcohol and Drug Abuse Patient Records as defined in Code of Federal Regulations (CFR) Title 42, Part 2.
 - f. Personally Identifiable Information (PII) - any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number,



ARMS DATA SHARING SECURITY AGREEMENT

- date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- g. Family Education Rights and Privacy Act (FERPA) - schools must have written permission from the parent or eligible student in order to release any information from a student's education record except where authorized under 34 CFR § 99.31.
 - h. Criminal Offender Record Information (CORI) - means records and data compiled by criminal justice agencies for purposes of identifying criminal offenders; and maintaining for each offender a summary of arrests, pretrial proceedings, nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release. Such information shall be restricted to that which is recorded as the result of an arrest, detention, or other initiation of criminal proceedings or of any consequent proceedings related thereto. It shall be understood to include, where appropriate, such items for each person arrested as the following:
 - i. Personal identification.
 - ii. The fact, date, and arrest charge; whether the individual was subsequently released and, if so, by what authority and upon what terms.
 - iii. The fact, date, and results of any pretrial proceedings.
 - iv. The fact, date, and results of any trial or proceeding, including any sentence or penalty.
 - v. The fact, date, and results of any direct or collateral review of that trial or proceeding; the period and place of any confinement, including admission, release; and, where appropriate, readmission and rerelease dates.
 - vi. The fact, date, and results of any release proceedings.
 - vii. The fact, date, and authority of any act of pardon or clemency.
 - viii. The fact and date of any formal termination to the criminal justice process as to that charge or conviction.
 - a) The fact, date, and results of any proceeding revoking probation or parole.

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

- i. Authorized Persons – means (i) Authorized Employees; and (ii) Provider's contractors, agents, outsourcers, and auditors as disclosed as part of the initial contract Agreement with CDCR who have a need to know or otherwise access HRCI PII, PHI, FERPA, or CORI to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect HRCI, PII, PHI, FERPA, or CORI in accordance with the terms and conditions of this ARMS DSA.
- j. Security Breach – means (i) any act or omission that materially compromises either the security, confidentiality or integrity of ARMS Data or the physical, technical, administrative or organizational safeguards put in place by Provider (or any Authorized Persons) that relate to the protection of the security, confidentiality or integrity of personal information, or (ii) receipt of a complaint in relation to the

ARMS DATA SHARING SECURITY AGREEMENT



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

5.0. Period of Agreement

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

6.0. Intended Use of ARMS Data

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

7.0. Constraints on Use of ARMS Data

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

8.0. ARMS Data Security

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

a. ARMS Data Elements

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

ARMS DATA SHARING SECURITY AGREEMENT



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

b. ARMS Data Handling Requirements

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

c. In the general course of business with CDCR rehabilitative programming, the Provider must handle and treat ARMS Data of all types in full compliance with the following provisions as a general standard of care:

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



ARMS DATA SHARING SECURITY AGREEMENT

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

- c) Not, directly or indirectly, disclose ARMS Data to any person other than its Authorized Persons, including any, subcontractors, agents, lessees, licensees, outsourcers, or auditors (an "Unauthorized Third Party"), without the express prior written consent from the CDCR ISO unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Provider shall (i) notify CDCR before such disclosure or as soon as possible but not later than 48 hours; (ii) be responsible for and remain liable to CDCR for the actions and/or omissions of such Unauthorized Third Parties concerning the treatment of such ARMS Data as if they were the Provider's own actions and/or omissions; and (iii) require the Unauthorized Third Party that has access to ARMS Data to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of ARMS Data.
- iv. Provider User Management
 - a) Provider agrees to submit each ARMS user for CDCR program review and approval in accordance with program contract terms and conditions. CDCR reserves the right to require Provider to remove any user which CDCR determines is unqualified to continue to have access to ARMS.
 - b) In the event that the employment of a Provider employee or sub-contract entity or person who utilizes an ARMS user account for the CDCR program, is terminated for cause, or whose employment is terminated or ended for any reason, Provider agrees that the Providers local Site Administrator will inactivate the ARMS user's account immediately.
 - c) Provider agrees to inform CDCR of any change in the status of an ARMS user, including those referenced this section within one (1) business day.
 - d) CDCR reserves the right to inspect Provider user status change records in accordance with Section 3 of this ARMS DSA.
- v. Provider shall exercise care for ARMS Data that is brought into ARMS, but not entered by Provider. ARMS Data not entered by Provider will be released to Provider for one offender at a time if the following conditions are met to facilitate Provider's control and responsibility (Provider may



ARMS DATA SHARING SECURITY AGREEMENT

- be required to perform these functions to facilitate their own continuity of care for clients managed in ARMS):
- a) The offender has signed a release of information (ROI) and that ROI is loaded into ARMS and verified prior to granting access to data other than that input by the program.
 - b) The Provider is under contract with CDCR as a provider or as a subcontractor to Provider.
 - c) Referral information may go to any provider and will not include information that is not releasable to the public.
 - d) Providers can only view information on offenders that are referred to them for rehabilitation services and upon acceptance of that referral with the intent to enroll the offender.
- vi. Providers must ensure that their staff members are authorized to perform in appropriate roles for the information they will be handling. This will include roles that have access to medical information that must have the need to know and require the data for performing their function. The Health Information Portability and Accountability Act (HIPAA) governs the use of medical data; however, mental health information is further controlled to DAPO clinicians (internal or contracted) for mental health specified programs within ARMS. The CFR 42, Part 2 governs the use of alcohol and drug abuse patient records. Education data for clients shall be managed in compliance with the Family Educational Rights and Privacy Act (FERPA).
- vii. Providers are permitted to use the data provided to them online in ARMS for the purposes of delivering contracted services to referred clients only. Providers are also permitted to upload data to ARMS; however, whatever data is uploaded to ARMS must be treated as ARMS data for the purpose of any further sharing from ARMS.
- viii. When typing, keying, or in any way entering data into ARMS in open text fields, there are mandatory restrictions to the data entered in these fields. Images and documents uploaded to ARMS also cannot have the data in this section included. Under no circumstances should the following data be entered into text fields or included in uploaded images or documents (this information must be part of annual training):
- a) Any specific (named) gang affiliations.
 - b) Any information that could identify any victims of the clients.
 - c) Any information that could identify witnesses of events related to the clients.
 - d) Specific offenses for which clients were convicted.
 - e) Offender enemy information.
 - f) The CDCR program area data unit will audit text fields for inappropriate information pertinent to this clause.
- ix. If providers elect to download data from ARMS for uploading to their systems, the following provisions must be in effect at all times:



ARMS DATA SHARING SECURITY AGREEMENT

- a) The data must be protected (encrypted) at all times in storage or in transit.
- b) The data may be uploaded to provider systems to allow their systems to support their business model, invoicing, and other appropriate purposes. Data is still the property of the State and must be protected in provider systems from further inspection or use under the same conditions as if it were in ARMS (HIPAA, FERPA, etc.).
- c) CDCR data must not be further exchanged with any other system or entity electronically or manually unless specifically authorized in writing by the CDCR ISO.
- d) CDCR reports of data must not be shared for other than business purposes in support of State funded program services each provider is under contract to provide.
- e) Data download files or extracts from ARMS must be destroyed promptly once the data is uploaded to other systems.
- x. Training will be made available by the CDCR program area data unit on conditions requiring release of information and data handling or sharing for any reason related to ARMS data. Providers must ensure each employee is trained in these conditions prior to using ARMS and on an annual basis and certify this training is complete within ARMS on an annual basis. Training will include:
 - a) Roles that are required by contracts to handle and protect specific types of data.
 - b) Conditions under which data can be seen by users.
 - c) Conditions under which data from ARMS can be extracted for external use and how that data must be handled and protected if extracted.
 - d) User responsibility to protect data in Provider environment.
 - e) Requirement to destroy all data extracts when no longer under contract with CDCR. Destruction includes elimination of the possibility to recreate the file from any non-application source. Paper files and data in protected systems can be maintained for contract required durations.
 - f) Methods to clear all CDCR data from enterprise systems in the event of a mandatory closure or if the Provider goes out of business.
 - g) Methods to ensure that no data shall be shared beyond Provider's own systems needed for activity invoicing. No exceptions are allowed.
 - h) Training to ensure that the Provider takes appropriate measures to ensure that all its agents, partners and subcontractors comply with all the provisions herein. PRA requests shall be referred to the CDCR contract point of contact and Title 15 for information that can be released to the public.

ARMS DATA SHARING SECURITY AGREEMENT



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

9.0. Network Security

a. Internet Access to ARMS

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

b. Data Storage

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

10.0. Compliance with Applicable Laws and Regulations

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

11.0. Notification of Security Breaches

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

CDCR contact for such notification is:

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



ARMS DATA SHARING SECURITY AGREEMENT

Provider contact for such notification is:

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

12.0. Indemnification

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

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

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

a. Subcontract Flow Down Agreement

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

14.0. Termination for Convenience or Cause

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



ARMS DATA SHARING SECURITY AGREEMENT

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

15.0. Suspension for Convenience

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

16.0. Signatory Authority

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



ARMS DATA SHARING SECURITY AGREEMENT**CDCR**

THERESA BIBY
Deputy Director (A)
Program Support
Division of Rehabilitative Programs

Date

KEN KOJIMA
Agency Information Security Officer
Enterprise Information Services

Date

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

CONTRACTED PROVIDER <Insert Provider Name>

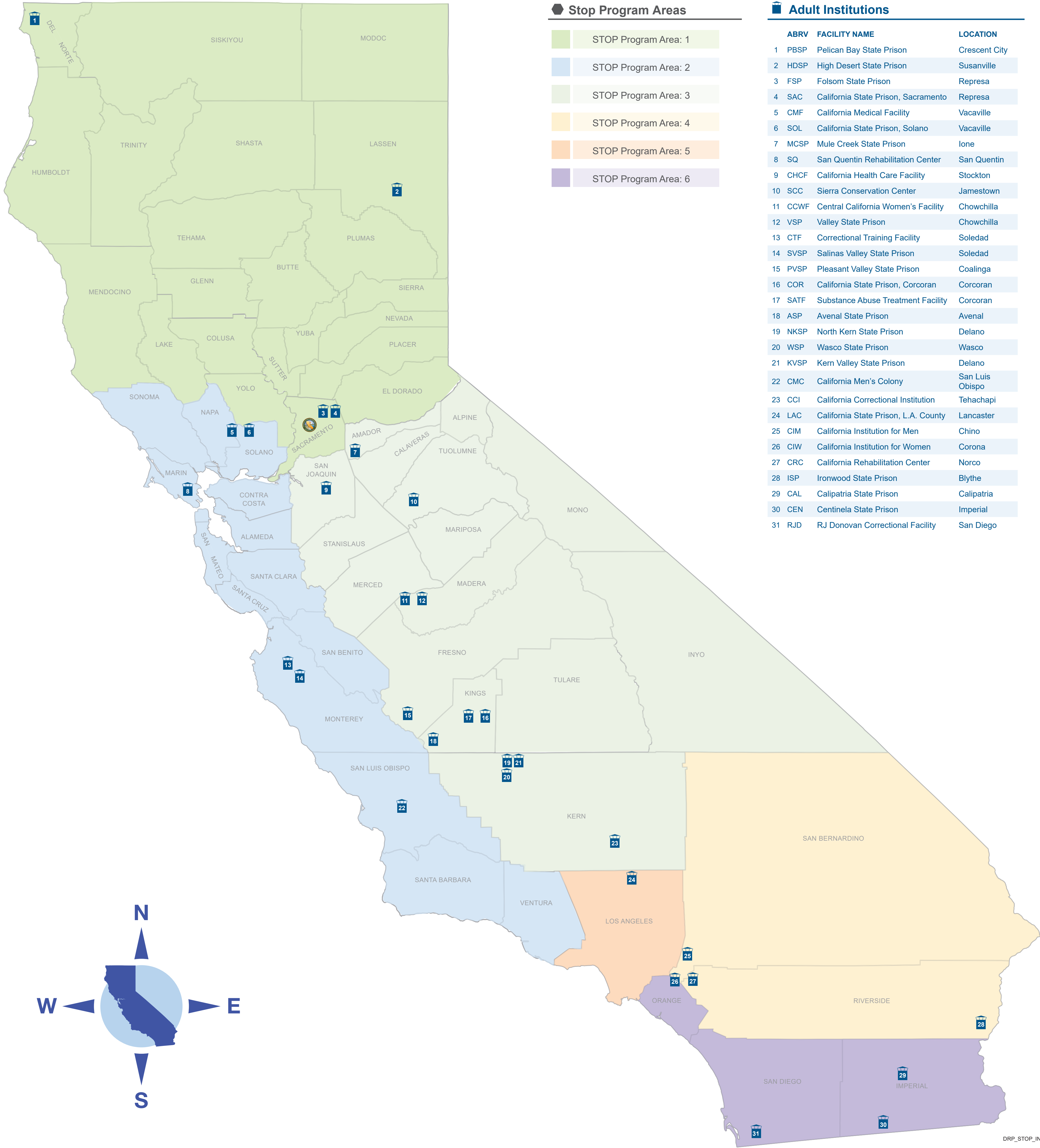
Name Title

Date



California Department of Corrections and Rehabilitation
Division of Rehabilitative Programs

STOP PROGRAM AREAS



Program Area	Number of Counties Within Program Area	Gender	*Daily Capacity	*2026-27	*2027-28	*2028-29	*OPTION YEAR 1 ****2029-30	*OPTION YEAR 2 ****2030-31	*Fiscal Year Totals
1	22	Male or Female	up to 246	\$16,632,371	\$16,932,177	\$17,237,980	\$17,549,898	\$17,868,056	\$86,220,482
2	15	Male or Female	up to 190	\$19,071,271	\$19,415,040	\$19,765,684	\$20,123,341	\$20,488,152	\$98,863,488
3	15	Male or Female	up to 390	\$21,527,504	\$21,915,547	\$22,311,352	\$22,715,073	\$23,126,868	\$111,596,344
4	2	Male or Female	up to 291	\$21,327,112	\$21,711,544	\$22,103,664	\$22,503,626	\$22,911,588	\$110,557,534
5	1	Male or Female	up to 523	\$35,832,198	\$36,478,090	\$37,136,901	\$37,808,888	\$38,494,314	\$185,750,391
6	3	Male or Female	up to 235	\$16,274,453	\$16,567,808	\$16,867,030	\$17,172,236	\$17,483,547	\$84,365,074

*Proposals exceeding the funds allotted for each fiscal year, as listed in the chart above will be disqualified from the Proposal process.

** Proposals received that are not within the Program Area specified, will be disqualified. Please refer to Attachment 1, STOP Program Areas.

*** CDCR does not guarantee use of all available capacity.

**** If it is determined to be in the best interest of the State, upon agreement between CDCR and the Contractor, the State may extend this Agreement through an amendment for up to two (2) one (1) year optional terms. The services for the extended period shall be provided at the rates specified in Exhibit B-1.4 and Exhibit B-1.5, Budget Proposal Rate Sheet (Optional Year) submitted with the proposal.

STATE OF CALIFORNIA
ACTIVITY REPORT
CDCR 1502 (Rev. 07/24)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page 1 of 2

CHECK BOX

☐ SUPPLEMENTAL TO: _____		☐ ACTIVITY REPORT	☐ CASE REVIEW	☐ CIVIL ADDICT Suspend/Reinstate
		☐ DISCHARGE REVIEW - FELON/NON-FELON		
CDCR NUMBER	NAME	SUPERVISION CATEGORY	REGION	PAROLE UNIT
COMMITMENT OFFENSE		IS COMMITMENT OFFENSE SUBJECT TO 667.5 (C) P.C. (WHETHER OR NOT COMMITMENT WAS ENHANCED)? ☐ YES ☐ NO		
* DISCHARGE REVIEW DATE		* CONTROLLING DISCHARGE DATE		☐ IMMINENT DISCHARGE

IF ARRESTED, COMPLETE THE FOLLOWING ARREST DATA

ARREST DATE	HOLD DATE	HOLD REMOVED DATE	ARRESTING AGENCY	BOOKING NUMBER AND / OR LOCATION
LOCAL NUMBER	REPORT NUMBER		NAME BOOKED AS	

PAROLE AGENT'S RECOMMENDATION:

☐ CONTINUED ON SECOND PAGE

PAROLE AGENT'S SIGNATURE

BADGE #

DATE SIGNED

UNIT SUPERVISOR'S ACTION:

☐ DECISION ☐ REVIEW ☐ RETAIN HOLD ☐ RELEASE HOLD AS OF (DATE): _____ ☐ CANCEL WARRANTS - WANTS

☐ CONTINUE ON PAROLE ☐ CONTINUE IN OUT PATIENT STATUS ☐ * DISCHARGE EFFECTIVE (DATE): _____ ☐ RETAIN ON PAROLE

☐ REINSTATE ON PAROLE AS ☐ TIME LOSS ☐ SUSPEND / REINSTATE IN OPS /CAP AS ☐ REFER TO BPH ☐ INVESTIGATE, SUBMIT APPROPRIATE REPORT BY (DATE): _____
OF (DATE): _____ NO TIME LOSS OF (DATE): _____

☐ SPECIAL CONDITION(S): _____ ☐ ADD ☐ DELETE

UNIT SUPERVISOR'S COMMENTS / RECOMMENDATION:

☐ REFER TO DISTRICT ADMINISTRATOR

UNIT SUPERVISOR'S SIGNATURE

BADGE #

DATE SIGNED

DISTRICT ADMINISTRATOR'S COMMENTS / DECISION:

☐ REFER TO BPH ☐ * DISCHARGE EFFECTIVE (DATE): _____ DISTRICT ADMINISTRATOR'S SIGNATURE

BADGE #

DATE SIGNED

SUPERVISED PERSON / RELEASEE COPY PROVIDED (DATE): _____

☐ MAILED

☐ DELIVERED BY: _____



FID000035B

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 supervised person. Distribution: For reinstatement of a suspended supervised person, 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 supervised person, 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 supervised person.

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 supervised person.

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.

TBB

California Department of Corrections and Rehabilitation

Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

[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.

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

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.

 Data Requirements and Reporting Timeframes. The following Division of Rehabilitation 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 – BL (Row 2, Column B – R on the Functionality CRS Procedures tab): This section is color coded and provides a detailed description with instructions for that section.

 Data Requirements and Reporting Timeframes. The following Division of Rehabilitation 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.	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 submit an Admin - Support Request TouchPoint (refer to the Contract Administration TouchPoint data requirements for leaving the Admin - Support Request TouchPoint) to link the potential staff member's 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 to Staff TouchPoint data requirements for leaving Staff TouchPoints), that are applicable to the requested position, are required to be listed 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 forward to the Analyst) and will be processed accordingly. No potential staff member will be granted access to ARMS until a provisional clearance has been approved.
---	---

Row 3, Column B – BL (Row 3, Column B – R on the Functionality CRS Procedures tab): This section is color coded and provides detailed instructions for the Data Requirements and Reporting Timeframes for that particular TouchPoint and/or Functionality CRS Procedure.

 Data Requirements and Reporting Timeframes. The following Division of Rehabilitation 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.	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 submit an Admin - Support Request TouchPoint (refer to the Contract Administration TouchPoint data requirements for leaving the Admin - Support Request TouchPoint) to link the potential staff member's 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 to Staff TouchPoint data requirements for leaving Staff TouchPoints), that are applicable to the requested position, are required to be listed 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 forward to the Analyst) and will be processed accordingly. No potential staff member will be granted access to ARMS until a provisional clearance has been approved.	The TouchPoint shall be entered prior to offering a position to a potential staff member. The complete training packet including the provisions.	The 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	The TouchPoint shall be entered prior to offering a position to a potential staff member. If a position requires multiple educational experiences, a	The TouchPoint shall be entered prior to offering a position to a potential staff member. If a position requires multiple	The TouchPoint shall be entered prior to offering a position to a potential staff member. The minimum qualifications of the staff	The TouchPoint shall be entered prior to offering a position to a potential staff member. Once employment is ready and	The TouchPoint shall be entered within the (30) business days of the date based on the training attendance roster. When staff completes any training and	The TouchPoint shall be entered individually for all current staff listed in ARMS and prior to any continuing COVID-19 vaccination attendance roster, or not, if no	The TouchPoint shall be entered for STOP Case Management for STOP Case Management for
---	---	---	---	---	--	--	---	---	--	--

Row 4, Column B – BL (Row 4, Column B – R on the Functionality CRS Procedures tab): This section is color coded and provides the title of the ARMS report and the corresponding tab on the report for analysis to determine compliance in accordance with the Data Requirements and Reporting Timeframes for that particular TouchPoint and/or Functionality CRS Procedure. If a report is not applicable, this section will further detail the verification route.

 Data Requirements and Reporting Timeframes. The following Division of Rehabilitation 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.	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 submit an Admin - Support Request TouchPoint (refer to the Contract Administration TouchPoint data requirements for leaving the Admin - Support Request TouchPoint) to link the potential staff member's 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
---	---

California Department of Corrections and Rehabilitation Data Requirements and Reporting Timeframes

[illegible]

Row 5 – 22, Column B – BL (Row 5 – 22, Column B – R on the Functionality CRS Procedures tab): This section is color coded and provided the title of the TouchPoint/Functionality, a list of the Contract/Modality types, and whether the TouchPoint/Functionality is applicable to that Contract/Modality type.

A	B	C	D	E	F	G	H	I	J
Data Requirements and Reporting Timeframes by TouchPoint: ARMS's Reports/Verification Module for Compliance Coordination (ARMS) reports shall be generated at monthly increments, unless the report prompts initial otherwise.	TouchPoint Dates: Contract and Modeling types: CDC CDC-2019 CDC CDC-2020 CDC CDC-2021 CDC CDC-2022 CDC CDC-2023 CDC CDC-2024 CDC CDC-2025 CDC CDC-2026 CDC CDC-2027 CDC CDC-2028 CDC CDC-2029 CDC CDC-2030 CDC CDC-2031 CDC CDC-2032 CDC CDC-2033 CDC CDC-2034 CDC CDC-2035 CDC CDC-2036 CDC CDC-2037 CDC CDC-2038 CDC CDC-2039 CDC CDC-2040 CDC CDC-2041 CDC CDC-2042 CDC CDC-2043 CDC CDC-2044 CDC CDC-2045 CDC CDC-2046 CDC CDC-2047 CDC CDC-2048 CDC CDC-2049 CDC CDC-2050 CDC CDC-2051 CDC CDC-2052 CDC CDC-2053 CDC CDC-2054 CDC CDC-2055 CDC CDC-2056 CDC CDC-2057 CDC CDC-2058 CDC CDC-2059 CDC CDC-2060 CDC CDC-2061 CDC CDC-2062 CDC CDC-2063 CDC CDC-2064 CDC CDC-2065 CDC CDC-2066 CDC CDC-2067 CDC CDC-2068 CDC CDC-2069 CDC CDC-2070 CDC CDC-2071 CDC CDC-2072 CDC CDC-2073 CDC CDC-2074 CDC CDC-2075 CDC CDC-2076 CDC CDC-2077 CDC CDC-2078 CDC CDC-2079 CDC CDC-2080 CDC CDC-2081 CDC CDC-2082 CDC CDC-2083 CDC CDC-2084 CDC CDC-2085 CDC CDC-2086 CDC CDC-2087 CDC CDC-2088 CDC CDC-2089 CDC CDC-2090 CDC CDC-2091 CDC CDC-2092 CDC CDC-2093 CDC CDC-2094 CDC CDC-2095 CDC CDC-2096 CDC CDC-2097 CDC CDC-2098 CDC CDC-2099 CDC CDC-2100 CDC CDC-2101 CDC CDC-2102 CDC CDC-2103 CDC CDC-2104 CDC CDC-2105 CDC CDC-2106 CDC CDC-2107 CDC CDC-2108 CDC CDC-2109 CDC CDC-2110 CDC CDC-2111 CDC CDC-2112 CDC CDC-2113 CDC CDC-2114 CDC CDC-2115 CDC CDC-2116 CDC CDC-2117 CDC CDC-2118 CDC CDC-2119 CDC CDC-2120 CDC CDC-2121 CDC CDC-2122 CDC CDC-2123 CDC CDC-2124 CDC CDC-2125 CDC CDC-2126 CDC CDC-2127 CDC CDC-2128 CDC CDC-2129 CDC CDC-2130 CDC CDC-2131 CDC CDC-2132 CDC CDC-2133 CDC CDC-2134 CDC CDC-2135 CDC CDC-2136 CDC CDC-2137 CDC CDC-2138 CDC CDC-2139 CDC CDC-2140 CDC CDC-2141 CDC CDC-2142 CDC CDC-2143 CDC CDC-2144 CDC CDC-2145 CDC CDC-2146 CDC CDC-2147 CDC CDC-2148 CDC CDC-2149 CDC CDC-2150 CDC CDC-2151 CDC CDC-2152 CDC CDC-2153 CDC CDC-2154 CDC CDC-2155 CDC CDC-2156 CDC CDC-2157 CDC CDC-2158 CDC CDC-2159 CDC CDC-2160 CDC CDC-2161 CDC CDC-2162 CDC CDC-2163 CDC CDC-2164 CDC CDC-2165 CDC CDC-2166 CDC CDC-2167 CDC CDC-2168 CDC CDC-2169 CDC CDC-2170 CDC CDC-2171 CDC CDC-2172 CDC CDC-2173 CDC CDC-2174 CDC CDC-2175 CDC CDC-2176 CDC CDC-2177 CDC CDC-2178 CDC CDC-2179 CDC CDC-2180 CDC CDC-2181 CDC CDC-2182 CDC CDC-2183 CDC CDC-2184 CDC CDC-2185 CDC CDC-2186 CDC CDC-2187 CDC CDC-2188 CDC CDC-2189 CDC CDC-2190 CDC CDC-2191 CDC CDC-2192 CDC CDC-2193 CDC CDC-2194 CDC CDC-2195 CDC CDC-2196 CDC CDC-2197 CDC CDC-2198 CDC CDC-2199 CDC CDC-2200 CDC CDC-2201 CDC CDC-2202 CDC CDC-2203 CDC CDC-2204 CDC CDC-2205 CDC CDC-2206 CDC CDC-2207 CDC CDC-2208 CDC CDC-2209 CDC CDC-2210 CDC CDC-2211 CDC CDC-2212 CDC CDC-2213 CDC CDC-2214 CDC CDC-2215 CDC CDC-2216 CDC CDC-2217 CDC CDC-2218 CDC CDC-2219 CDC CDC-2220 CDC CDC-2221 CDC CDC-2222 CDC CDC-2223 CDC CDC-2224 CDC CDC-2225 CDC CDC-2226 CDC CDC-2227 CDC CDC-2228 CDC CDC-2229 CDC CDC-2230 CDC CDC-2231 CDC CDC-2232 CDC CDC-2233 CDC CDC-2234 CDC CDC-2235 CDC CDC-2236 CDC CDC-2237 CDC CDC-2238 CDC CDC-2239 CDC CDC-2240 CDC CDC-2241 CDC CDC-2242 CDC CDC-2243 CDC CDC-2244 CDC CDC-2245 CDC CDC-2246 CDC CDC-2247 CDC CDC-2248 CDC CDC-2249 CDC CDC-2250 CDC CDC-2251 CDC CDC-2252 CDC CDC-2253 CDC CDC-2254 CDC CDC-2255 CDC CDC-2256 CDC CDC-2257 CDC CDC-2258 CDC CDC-2259 CDC CDC-2260 CDC CDC-2261 CDC CDC-2262 CDC CDC-2263 CDC CDC-2264 CDC CDC-2265 CDC CDC-2266 CDC CDC-2267 CDC CDC-2268 CDC CDC-2269 CDC CDC-2270 CDC CDC-2271 CDC CDC-2272 CDC CDC-2273 CDC CDC-2274 CDC CDC-2275 CDC CDC-2276 CDC CDC-2277 CDC CDC-2278 CDC CDC-2279 CDC CDC-2280 CDC CDC-2281 CDC CDC-2282 CDC CDC-2283 CDC CDC-2284 CDC CDC-2285 CDC CDC-2286 CDC CDC-2287 CDC CDC-2288 CDC CDC-2289 CDC CDC-2290 CDC CDC-2291 CDC CDC-2292 CDC CDC-2293 CDC CDC-2294 CDC CDC-2295 CDC CDC-2296 CDC CDC-2297 CDC CDC-2298 CDC CDC-2299 CDC CDC-2300 CDC CDC-2301 CDC CDC-2302 CDC CDC-2303 CDC CDC-2304 CDC CDC-2305 CDC CDC-2306 CDC CDC-2307 CDC CDC-2308 CDC CDC-2309 CDC CDC-2310 CDC CDC-2311 CDC CDC-2312 CDC CDC-2313 CDC CDC-2314 CDC CDC-2315 CDC CDC-2316 CDC CDC-2317 CDC CDC-2318 CDC CDC-2319 CDC CDC-2320 CDC CDC-2321 CDC CDC-2322 CDC CDC-2323 CDC CDC-2324 CDC CDC-2325 CDC CDC-2326 CDC CDC-2327 CDC CDC-2328 CDC CDC-2329 CDC CDC-2330 CDC CDC-2331 CDC CDC-2332 CDC CDC-2333 CDC CDC-2334 CDC CDC-2335 CDC CDC-2336 CDC CDC-2337 CDC CDC-2338 CDC CDC-2339 CDC CDC-2340 CDC CDC-2341 CDC CDC-2342 CDC CDC-2343 CDC CDC-2344 CDC CDC-2345 CDC CDC-2346 CDC CDC-2347 CDC CDC-2348 CDC CDC-2349 CDC CDC-2350 CDC CDC-2351 CDC CDC-2352 CDC CDC-2353 CDC CDC-2354 CDC CDC-2355 CDC CDC-2356 CDC CDC-2357 CDC CDC-2358 CDC CDC-2359 CDC CDC-2360 CDC CDC-2361 CDC CDC-2362 CDC CDC-2363 CDC CDC-2364 CDC CDC-2365 CDC CDC-2366 CDC CDC-2367 CDC CDC-2368 CDC CDC-2369 CDC CDC-2370 CDC CDC-2371 CDC CDC-2372 CDC CDC-2373 CDC CDC-2374 CDC CDC-2375 CDC CDC-2376 CDC CDC-2377 CDC CDC-2378 CDC CDC-2379 CDC CDC-2380 CDC CDC-2381 CDC CDC-2382 CDC CDC-2383 CDC CDC-2384 CDC CDC-2385 CDC CDC-2386 CDC CDC-2387 CDC CDC-2388 CDC CDC-2389 CDC CDC-2390 CDC CDC-2391 CDC CDC-2392 CDC CDC-2393 CDC CDC-2394 CDC CDC-2395 CDC CDC-2396 CDC CDC-2397 CDC CDC-2398 CDC CDC-2399 CDC CDC-2400 CDC CDC-2401 CDC CDC-2402 CDC CDC-2403 CDC CDC-2404 CDC CDC-2405 CDC CDC-2406 CDC CDC-2407 CDC CDC-2408 CDC CDC-2409 CDC CDC-2410 CDC CDC-2411 CDC CDC-2412 CDC CDC-2413 CDC CDC-2414 CDC CDC-2415 CDC CDC-2416 CDC CDC-2417 CDC CDC-2418 CDC CDC-2419 CDC CDC-2420 CDC CDC-2421 CDC CDC-2422 CDC CDC-2423 CDC CDC-2424 CDC CDC-2425 CDC CDC-2426 CDC CDC-2427 CDC CDC-2428 CDC CDC-2429 CDC CDC-2430 CDC CDC-2431 CDC CDC-2432 CDC CDC-2433 CDC CDC-2434 CDC CDC-2435 CDC CDC-2436 CDC CDC-2437 CDC CDC-2438 CDC CDC-2439 CDC CDC-2440 CDC CDC-2441 CDC CDC-2442 CDC CDC-2443 CDC CDC-2444 CDC CDC-2445 CDC CDC-2446 CDC CDC-2447 CDC CDC-2448 CDC CDC-2449 CDC CDC-2450 CDC CDC-2451 CDC CDC-2452 CDC CDC-2453 CDC CDC-2454 CDC CDC-2455 CDC CDC-2456 CDC CDC-2457 CDC CDC-2458 CDC CDC-2459 CDC CDC-2460 CDC CDC-2461 CDC CDC-2462 CDC CDC-2463 CDC CDC-2464 CDC CDC-2465 CDC CDC-2466 CDC CDC-2467 CDC CDC-2468 CDC CDC-2469 CDC CDC-2470 CDC CDC-2471 CDC CDC-2472 CDC CDC-2473 CDC CDC-2474 CDC CDC-2475 CDC CDC-2476 CDC CDC-2477 CDC CDC-2478 CDC CDC-2479 CDC CDC-2480 CDC CDC-2481 CDC CDC-2482 CDC CDC-2483 CDC CDC-2484 CDC CDC-2485 CDC CDC-2486 CDC CDC-2487 CDC CDC-2488 CDC CDC-2489 CDC CDC-2490 CDC CDC-2491 CDC CDC-2492 CDC CDC-2493 CDC CDC-2494 CDC CDC-2495 CDC CDC-2496 CDC CDC-2497 CDC CDC-2498 CDC CDC-2499 CDC CDC-2500 CDC CDC-2501 CDC CDC-2502 CDC CDC-2503 CDC CDC-2504 CDC CDC-2505 CDC CDC-2506 CDC CDC-2507 CDC CDC-2508 CDC CDC-2509 CDC CDC-2510 CDC CDC-2511 CDC CDC-2512 CDC CDC-2513 CDC CDC-2514 CDC CDC-2515 CDC CDC-2516 CDC CDC-2517 CDC CDC-2518 CDC CDC-2519 CDC CDC-2520 CDC CDC-2521 CDC CDC-2522 CDC CDC-2523 CDC CDC-2524 CDC CDC-2525 CDC CDC-2526 CDC CDC-2527 CDC CDC-2528 CDC CDC-2529 CDC CDC-2530 CDC CDC-2531 CDC CDC-2532 CDC CDC-2533 CDC CDC-2534 CDC CDC-2535 CDC CDC-2536 CDC CDC-2537 CDC CDC-2538 CDC CDC-2539 CDC CDC-2540 CDC CDC-2541 CDC CDC-2542 CDC CDC-2543 CDC CDC-2544 CDC CDC-2545 CDC CDC-2546 CDC CDC-2547 CDC CDC-2548 CDC CDC-2549 CDC CDC-2550 CDC CDC-2551 CDC CDC-2552 CDC CDC-2553 CDC CDC-2554 CDC CDC-2555 CDC CDC-2556 CDC CDC-2557 CDC CDC-2558 CDC CDC-2559 CDC CDC-2560 CDC CDC-2561 CDC CDC-2562 CDC CDC-2563 CDC CDC-2564 CDC CDC-2565 CDC CDC-2566 CDC CDC-2567 CDC CDC-2568 CDC CDC-2569 CDC CDC-2570 CDC CDC-2571 CDC CDC-2572 CDC CDC-2573 CDC CDC-2574 CDC CDC-2575 CDC CDC-2576 CDC CDC-2577 CDC CDC-2578 CDC CDC-2579 CDC CDC-2580 CDC CDC-2581 CDC CDC-2582 CDC CDC-2583 CDC CDC-2584 CDC CDC-2585 CDC CDC-2586 CDC CDC-2587 CDC CDC-2588 CDC CDC-2589 CDC CDC-2590 CDC CDC-2591 CDC CDC-2592 CDC CDC-2593 CDC CDC-2594 CDC CDC-2595 CDC CDC-2596 CDC CDC-2597 CDC CDC-2598 CDC CDC-2599 CDC CDC-2600 CDC CDC-2601 CDC CDC-2602 CDC CDC-2603 CDC CDC-2604 CDC CDC-2605 CDC CDC-2606 CDC CDC-2607 CDC CDC-2608 CDC CDC-2609 CDC CDC-2610 CDC CDC-2611 CDC CDC-2612 CDC CDC-2613 CDC CDC-2614 CDC CDC-2615 CDC CDC-2616 CDC CDC-2617 CDC CDC-2618 CDC CDC-2619 CDC CDC-2620 CDC CDC-2621 CDC CDC-2622 CDC CDC-2623 CDC CDC-2624 CDC CDC-2625 CDC CDC-2626 CDC CDC-2627 CDC CDC-2628 CDC CDC-2629 CDC CDC-2630 CDC CDC-2631 CDC CDC-2632 CDC CDC-2633 CDC CDC-2634 CDC CDC-2635 CDC CDC-2636 CDC CDC-2637 CDC CDC-2638 CDC CDC-2639 CDC CDC-2640 CDC CDC-2641 CDC CDC-2642 CDC CDC-2643 CDC CDC-2644 CDC CDC-2645 CDC CDC-2646 CDC CDC-2647 CDC CDC-2648 CDC CDC-2649 CDC CDC-2650 CDC CDC-2651 CDC CDC-2652 CDC CDC-2653 CDC CDC-2654 CDC CDC-2655 CDC CDC-2656 CDC CDC-2657 CDC CDC-2658 CDC CDC-2659 CDC CDC-2660 CDC CDC-2661 CDC CDC-2662 CDC CDC-2663 CDC CDC-2664 CDC CDC-2665 CDC CDC-2666 CDC CDC-2667 CDC CDC-2668 CDC CDC-2669 CDC CDC-2670 CDC CDC-2671 CDC CDC-2672 CDC CDC-2673 CDC CDC-2674 CDC CDC-2675 CDC CDC-2676 CDC CDC-2677 CDC CDC-2678 CDC CDC-2679 CDC CDC-2680 CDC CDC-2681 CDC CDC-2682 CDC CDC-2683 CDC CDC-2684 CDC CDC-2685 CDC CDC-2686 CDC CDC-2687 CDC CDC-2688 CDC CDC-2689 CDC CDC-2690 CDC CDC-2691 CDC CDC-2692 CDC CDC-2693 CDC CDC-2694 CDC CDC-2695 CDC CDC-2696 CDC CDC-2697 CDC CDC-2698 CDC CDC-2699 CDC CDC-2700 CDC CDC-2701 CDC CDC-2702 CDC CDC-2703 CDC CDC-2704 CDC CDC-2705 CDC CDC-2706 CDC CDC-2707 CDC CDC-2708 CDC CDC-2709 CDC CDC-2710 CDC CDC-2711 CDC CDC-2712 CDC CDC-2713 CDC CDC-2714 CDC CDC-2715 CDC CDC-2716 CDC CDC-2717 CDC CDC-2718 CDC CDC-2719 CDC CDC-2720 CDC CDC-2721 CDC CDC-2722 CDC CDC-2723 CDC CDC-2724 CDC CDC-2725 CDC CDC-2726 CDC CDC-2727 CDC CDC-2728 CDC CDC-2729 CDC CDC-2730 CDC CDC-2731 CDC CDC-2732 CDC CDC-2733 CDC CDC-2734 CDC CDC-2735 CDC CDC-2736 CDC CDC-2737 CDC CDC-2738 CDC CDC-2739 CDC CDC-2740 CDC CDC-2741 CDC CDC-2742 CDC CDC-2743 CDC CDC-2744 CDC CDC-2745 CDC CDC-2746 CDC CDC-2747 CDC CDC-2748 CDC CDC-2749 CDC CDC-2750 CDC CDC-2751 CDC CDC-2752 CDC CDC-2753 CDC CDC-2754 CDC CDC-2755 CDC CDC-2756 CDC CDC-2757 CDC CDC-2758 CDC CDC-2759 CDC CDC-2760 CDC CDC-2761 CDC CDC-2762 CDC CDC-2763 CDC CDC-2764 CDC CDC-2765 CDC CDC-2766 CDC CDC-2767 CDC CDC-2768 CDC CDC-2769 CDC CDC-2770 CDC CDC-2771 CDC CDC-2772 CDC CDC-2773 CDC CDC-2774 CDC CDC-2775 CDC CDC-2776 CDC CDC-2777 CDC CDC-2778 CDC CDC-2779 CDC CDC-2780 CDC CDC-2781 CDC CDC-2782 CDC CDC-2783 CDC CDC-2784 CDC CDC-2785 CDC CDC-2786 CDC CDC-2787 CDC CDC-2788 CDC CDC-2789 CDC CDC-2790 CDC CDC-2791 CDC CDC-2792 CDC CDC-2793 CDC CDC-2794 CDC CDC-2795 CDC CDC-2796 CDC CDC-2797 CDC CDC-2798 CDC CDC-2799 CDC CDC-2800 CDC CDC-2801 CDC CDC-2802 CDC CDC-2803 CDC CDC-2804 CDC CDC-2805 CDC CDC-2806 CDC CDC-2807 CDC CDC-2808 CDC CDC-2809 CDC CDC-2810 CDC CDC-2811 CDC CDC-2812 CDC CDC-2813 CDC CDC-2814 CDC CDC-2815 CDC CDC-2816 CDC CDC-2817 CDC CDC-2818 CDC CDC-2819 CDC CDC-2820 CDC CDC-2821 CDC CDC-2822 CDC CDC-2823 CDC CDC-2824 CDC CDC-2825 CDC CDC-2826 CDC CDC-2827 CDC CDC-2828 CDC CDC-2829 CDC CDC-2830 CDC CDC-2831 CDC CDC-2832 CDC CDC-2833 CDC CDC-2834 CDC CDC-2835 CDC CDC-2836 CDC CDC-2837 CDC CDC-2838 CDC CDC-2839 CDC CDC-2840 CDC CDC-2841 CDC CDC-2842 CDC CDC-2843 CDC CDC-2844 CDC CDC-2845 CDC CDC-2846 CDC CDC-2847 CDC CDC-2848 CDC CDC-2849 CDC CDC-2850 CDC CDC-2851 CDC CDC-2852 CDC CDC-2853 CDC CDC-2854 CDC CDC-2855 CDC CDC-2856 CDC CDC-2857 CDC CDC-2858 CDC CDC-2859 CDC CDC-2860 CDC CDC-2861 CDC CDC-2862 CDC CDC-2863 CDC CDC-2864 CDC CDC-2865 CDC CDC-2866 CDC CDC-2867 CDC CDC-2868 CDC CDC-2869 CDC CDC-2870 CDC CDC-2871 CDC CDC-2872 CDC CDC-2873 CDC CDC-2874 CDC CDC-2875 CDC CDC-2876 CDC CDC-2877 CDC CDC-2878 CDC CDC-2879 CDC CDC-2880 CDC CDC-2881 CDC CDC-2882 CDC CDC-2883 CDC CDC-2884 CDC CDC-2885 CDC CDC-2886 CDC CDC-2887 CDC CDC-2888 CDC CDC-2889 CDC CDC-2890 CDC CDC-2891 CDC CDC-2892 CDC CDC-2893 CDC CDC-2894 CDC CDC-2895 CDC CDC-2896 CDC CDC-2897 CDC CDC-2898 CDC CDC-2899 CDC CDC-2900 CDC CDC-2901 CDC CDC-2902 CDC CDC-2903 CDC CDC-2904 CDC CDC-2905 CDC CDC-2906 CDC CDC-2907 CDC CDC-2908 CDC CDC-2909 CDC CDC-2910 CDC CDC-2911 CDC CDC-2912 CDC CDC-2913 CDC CDC-2914 CDC CDC-2915 CDC CDC-2916 CDC CDC-2917 CDC CDC-2918 CDC CDC-2919 CDC CDC-2920 CDC CDC-2921 CDC CDC-2922 CDC CDC-2923 CDC CDC-2924 CDC CDC-2925 CDC CDC-2926 CDC CDC-2927 CDC CDC-2928 CDC CDC-2929 CDC CDC-2930 CDC CDC-2931 CDC CDC-2932 CDC CDC-2933 CDC CDC-2934 CDC CDC-2935 CDC CDC-2936 CDC CDC-2937 CDC CDC-2938 CDC CDC-2939 CDC CDC-2940 CDC CDC-2941 CDC CDC-2942 CDC CDC-2943 CDC CDC-2944 CDC CDC-2945 CDC CDC-2946 CDC CDC-2947 CDC CDC-2948 CDC CDC-2949 CDC CDC-2950 CDC CDC-2951 CDC CDC-2952 CDC CDC-2953 CDC CDC-2954 CDC CDC-2955 CDC CDC-2956 CDC CDC-2957 CDC CDC-2958 CDC CDC-2959 CDC CDC-2960 CDC CDC-2961 CDC CDC-2962 CDC CDC-2963 CDC CDC-2964 CDC CDC-2965 CDC CDC-2966 CDC CDC-2967 CDC CDC-2968 CDC CDC-2969 CDC CDC-2970 CDC CDC-2971 CDC CDC-2972 CDC CDC-2973 CDC CDC-2974 CDC CDC-2975 CDC CDC-2976 CDC CDC-2977 CDC CDC-2978 CDC CDC-2979 CDC CDC-2980 CDC CDC-2981 CDC CDC-2982 CDC CDC-2983 CDC CDC-2984 CDC CDC-2985 CDC CDC-2986 CDC CDC-2987 CDC CDC-2988 CDC CDC-2989 CDC CDC-2990 CDC CDC-2991 CDC CDC-2992 CDC CDC-2993 CDC CDC-2994 CDC CDC-2995 CDC CDC-2996 CDC CDC-2997 CDC CDC-2998 CDC CDC-2999 CDC CDC-3000 CDC CDC-3001 CDC CDC-3002 CDC CDC-3003 CDC CDC-3004 CDC CDC-3005 CDC CDC-3006 CDC CDC-3007 CDC CDC-3008 CDC CDC-3009 CDC CDC-3010 CDC CDC-3011 CDC CDC-3012 CDC CDC-3013 CDC CDC-3014 CDC CDC-3015 CDC CDC-3016 CDC CDC-3017 CDC CDC-3018 CDC CDC-3019 CDC CDC-3020 CDC CDC-3021 CDC CDC-3022 CDC CDC-3023 CDC CDC-3024 CDC CDC-3025 CDC CDC-3026 CDC CDC-3027 CDC CDC-3028 CDC CDC-3029 CDC CDC-3030 CDC CDC-3031 CDC CDC-3032 CDC CDC-3033 CDC CDC-3034 CDC CDC-3035 CDC CDC-3036 CDC CDC-3037 CDC CDC-3038 CDC CDC-3039 CDC CDC-3040 CDC CDC-3041 CDC CDC-3042 CDC CDC-3043 CDC CDC-3044 CDC CDC-3045 CDC CDC-3046 CDC CDC-3047 CDC CDC-3048 CDC CDC-3049 CDC CDC-3050 CDC CDC-3051 CDC CDC-3052 CDC CDC-3053 CDC CDC-3054 CDC CDC-3055 CDC CDC-3056 CDC CDC-3057 CDC CDC-3058 CDC CDC-3059 CDC CDC-3060 CDC CDC-3061 CDC CDC-3062 CDC CDC-3063 CDC CDC-3064 CDC CDC-3065 CDC CDC-3066 CDC CDC-3067 CDC CDC-3068 CDC CDC-3069 CDC CDC-3070 CDC CDC-3071 CDC CDC-3072 CDC CDC-3073 CDC CDC-3074 CDC CDC-3075 CDC CDC-3076 CDC CDC-3077 CDC CDC-3078 CDC CDC-3079 CDC CDC-3080 CDC CDC-3081 CDC CDC-3082 CDC CDC-3083 CDC CDC-3084 CDC CDC-3085 CDC CDC-3086 CDC CDC-3087 CDC CDC-3088 CDC CDC-3089 CDC CDC-3090 CDC CDC-3091 CDC CDC-3092 CDC CDC-3093 CDC CDC-3094 CDC CDC-3095 CDC CDC-3096 CDC CDC-3097 CDC CDC-3098 CDC CDC-3099 CDC CDC-3100 CDC CDC-3101 CDC CDC-3102 CDC CDC-3103 CDC CDC-3104 CDC CDC-3105 CDC CDC-3106 CDC CDC-3								

*** Please note that in order for CRS to fit all requirements one Excel Workbook all cells have been formatted with wrap around text. Please ensure you select the cell in question and utilize the formula bar to view all detail in that cell. The tabs are password protected (only CRS Admin Support shall be permitted to make changes) for data integrity purposes, but rules have been applied to allow for copy/paste (unable to copy from formula bar, and must be copied directly from the cell (ensure to only click your mouse once and not twice when attempting to copy cells in this spreadsheet), cell selection, column format, row format, cell format, and filter for your convenience.

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

 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.		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.							
Data Requirements and Reporting Timeframes by TouchPoint:		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 submit an 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 entity prior to entering the Staff TouchPoints. All Staff TouchPoints (refer Staff TouchPoint data requirements for keying Staff TouchPoints), that are applicable to the requested position, are required to be key-ed 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 forward to the Analyst) and will be processed accordingly. No potential staff member will be granted access to ARMS until a provisional clearance has been approved.							
		This TouchPoint shall be entered prior to offering a position to a potential staff member. The complete hiring packet (excluding the provisional clearance form, and copies of the driver's license/SSN)	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 for each of those jobs.	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 for each experience. This	This TouchPoint shall be entered prior to offering a position to a potential staff member. If a credential is required. If a candidate has multiple credentials that qualify them for the position, a TouchPoint shall be	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 Packets will be conducted annually, and the provider shall key every negative TB	This TouchPoint shall be entered prior to offering a position to a potential staff member. Upon employment TB tests are required to be conducted annually, and the provider shall key every negative TB	This TouchPoint shall be entered within five (5) business days of the date keyed on the training attendance roster, when staff complete any training and certificates of completion/training attendance	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
ARMS Reports/Verification Route for Compliance Confirmation (the reports shall be generated in 6 month increments, unless the report prompts instruct otherwise):		* Staff 03a - Staff Roster (Community) o Refer to the Staff Roster Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Experience Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Education Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Credentials Tab	* Staff 03a - Staff Roster (Community) o Refer to the MQ Waiver Validation Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Roster Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Training Tab	* Staff 03a - Staff Roster (Community) o Refer to the Staff Roster Tab
TouchPoint Titles: Contract and Modality types:		ARMS Staff Position Assignment	ARMS Staff Experience	ARMS Staff Education	ARMS Staff Credential	ARMS Staff MQ Waiver 2019	ARMS Staff TB Test Record Negative Only	ARMS Staff Training	ARMS Staff Position Decision
CBC		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
CBC RRH		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
DRC		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
DRC RRH		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
LTORR		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
MCRP		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
FCRP		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
CPMP		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
YCC		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
VTC		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
LSUDT		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
LSUDJ		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CSUDT		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OOP		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FOIEP		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
RRH		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
RRC Navigator		No	No	No	No	No	No	No	No
Case Management (Placement Office)		Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Approved Copy 10/01/2024

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

Signature:  Date: 10/01/2024
Glen Wilkins, SSM1
Community Reentry Services
CDCR

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

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 Providers will be required to process Division of Adult Parole 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 the Services program and/or the appropriate modality in ARMS.				
This TouchPoint shall be entered within the same day that the participant is enrolled in the Reception Program. A copy of the 1502 form from DAPO shall be uploaded within the TouchPoint.	This TouchPoint shall be entered in Reception, within the same day that the participant is enrolled in the Reception Program. If the 1502 received from DAPO indicates RHHW placement, The RHHW is for	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)	This TouchPoint shall be entered within five (5) business days upon determination that the participant will be referred to external services outside of the DRP network and will not be advanced to DRP services.	This TouchPoint shall be entered prior to advancement to services and/or modality.	This TouchPoint shall be entered and a signed copy shall be uploaded within five (5) business days of admission to the 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.	This TouchPoint shall be entered within five (5) business days of determination that the participant will be referred to the following external services outside the DRP network.	This TouchPoint shall be entered in Case Management, within the same day that the participant's placement assessment indicates that the participant is in need of RHHW. The RHHW is for participants that are	This TouchPoint shall be entered within five (5) business days of admission to the program or within five (5) business days of participant's receipt of education achievement, such as: High School Diploma, High
* Enrollment 07 - Reception Processing o Refer to the Details Tab	*TBD	* 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	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 18a - Participant Summary Report (Compliance) o Refer to the All Tabs	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Invoicing 01a - Monthly Activity Invoice Reconciliation o Refer to the RHHW tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab
ARMS Referral Verification Form	ARMS Participant Funding Indicator	ARMS Wait List	ARMS External Referral	ARMS Participant Profile	ARMS Orientation TouchPoint	ARMS Participant Summary	ARMS External Referral	ARMS Participant Funding Indicator	ARMS Education Achievement
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
No	No	No	No	No	No	No	No	No	No
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
No	No	No	No	No	No	No	No	No	No
Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No
Yes	No	Yes	No	No	Yes	No	No	No	Yes
Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes
No	No	No	No	No	Yes	No	Yes	No	No
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	Yes	No	Yes	No	No
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

ents within this category shall be entered

This TouchPoint shall be entered within five (5) business days of admission to the program for one of the following reasons: * Employed and looking	This TouchPoint shall be entered within five (5) business days of notification of a participant's residence outside of the program. A new TouchPoint shall be entered within five (5) business days of	A TouchPoint shall be entered for each benefit type, within five (5) business days of admission to the program, identifying income benefit eligibility. If the status is pending for the benefit decision, the Contractor	This TouchPoint shall be entered on the day the participant is issued a daily or monthly pass/token for public transportation.	This TouchPoint shall be entered within five (5) business days of admission to the program or within five (5) business days of participant's receipt of each form of identification, such as: birth certificate, driver's	This TouchPoint shall be entered and a signed copy shall be uploaded within fifteen (15) business days of admission to the program.	This TouchPoint shall be entered and a signed copy shall be uploaded within thirty (30) calendar days of admission to the program. Depending on your contract, your Action Plans may be referred to as the following:	This TouchPoint shall be entered within five (5) calendar days after the completion of a Restorative Justice Conference.	This TouchPoint, including Objectives and Tasks , shall be entered within thirty (30) calendar days of admission to the program. The provider shall ensure to select the appropriate related Action Plan.	This TouchPoint series will eliminate the ARMS Class functionality that was previously used. With this new model, the provider shall define program classes and activities as sessions and
* Client 14 - Employment Monthly Report o Refer to the All Employment Records Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 01 - Action Plans o Refer to the Activity 1 Tab	* Client 01 - Action Plans o Refer to the Activity 1 Tab	* Client 01 - Action Plans o Refer to the Activity 1 Tab	TBD
ARMS Employment (Community)	ARMS Address Information	ARMS Income Benefits Application	ARMS Bus Pass Token Disbursement	ARMS Legal Forms of Identification	ARMS Assessment Upload	ARMS Action Plan	ARMS Restorative Justice Conference	ARMS Action Plan: <u>Action Plan Goal/Objectives/Tasks</u>	ARMS Open Class Tracker series: 1, ARMS Session Information; 2, Curriculum; 3, Schedule; 4, Cancellations; 5, Sign in Sheets
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
No	No	No	Yes	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
No	No	No	Yes	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Yes	No	No	Yes	No	Yes	Yes	No	Yes	Yes
Yes	No	No	Yes	No	Yes	Yes	No	Yes	Yes
No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
No	No	No	Yes	No	Yes	Yes	No	Yes	Yes
No	No	No	No	No	No	No	No	No	No
No	No	No	Yes	No	Yes	Yes	No	Yes	Yes
No	No	No	No	No	No	Yes	No	No	No
No	No	No	Yes	Yes	No	No	No	No	No
No	No	No	No	Yes	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

This TouchPoint shall be entered every thirty (30) calendar days after entry of the initial ARMS Action Plan (Depending on your contract, your Related Action Plan selected during the review may be referred to as the	This TouchPoint shall be entered weekly upon admission to the program. If a One-on-One Counseling Session or an Action Plan Review (CMP, ITP, IRP, and etc.) is conducted during the same week as a One-on-One	This TouchPoint shall be entered once every two weeks upon admission to the program. If an Action Plan Review (CMP, ITP, IRP, and etc.) is conducted during the same week as a One-on-One	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	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	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	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	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	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	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-
* Client 10 - Case Reviews and Case Notes o Refer to the Case Plan Reviews Tab	* Client 10 - Case Reviews and Case Notes o Refer to the Case Notes - Standard Tab o Refer to the Case Plan Reviews Tab	* Client 10 - Case Reviews and Case Notes o Refer to the Case Notes - Standard Tab	* Invoicing 01a - Monthly Activity Invoice Reconciliation o Refer to the Case Notes Validation Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Enrollment 04 - Community Extension Requests o Refer to the Extension Requests New Tab
ARMS Action Plan Monthly Review	ARMS Case Note Standard: <u>Weekly Progress Note</u>	ARMS Case Note Standard: <u>One-on-One Counseling Session</u>	ARMS Case Note Standard: <u>One-on-One Counseling Session - Billing</u>	ARMS Daily or Nightly Attendance Form: <u>Residential/Live in Facilities</u>	ARMS Daily or Nightly Attendance Form: <u>Outpatient Facilities</u>	ARMS Session Attendance Community: <u>Residential/Live in Facilities</u>	ARMS Session Attendance Community: <u>Outpatient Facilities</u>	ARMS Community Pass (Agent Approval)	ARMS Extension Request (Community)
Yes	Yes	Yes	No	No	Yes	No	Yes	No	Yes
No	No	No	No	Yes	No	No	No	Yes	Yes
Yes	Yes	Yes	No	No	Yes	No	Yes	No	Yes
No	No	No	No	Yes	No	No	No	Yes	Yes
Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	Yes
Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	No
Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	No
Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	No
Yes	Yes	No	No	Yes	No	Yes	No	No	No
Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	No
No	No	No	No	Yes	No	No	No	No	Yes
Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
Yes	Yes	Yes	Yes	No	Yes	No	Yes	No	Yes
Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	Yes
No	No	No	No	No	No	No	No	No	Yes
No	No	Yes	No	No	No	No	No	No	No
Yes	Yes	Yes	No	No	No	No	No	No	No

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

This TouchPoint shall be entered immediately for all major incidents, and within twenty-four (24) hours for all notable incidents. A copy of the signed 2284 shall be uploaded within this TouchPoint and any supporting	This TouchPoint shall be entered for each individual participant that receives a positive test result verified through an instant test instrument, on the date that the test was administered. Note:	One TouchPoint shall be entered for all participants that receive a negative test result verified through an instant test instrument, on the date that the test was administered. If results require a Lab Confirmation, then you	This TouchPoint shall be entered within the Drug Test Results Dashboard through the Lab Confirmation TouchPoint for each individual participant that receives a test result verified through a lab, on	This TouchPoint shall be entered for all participants and the following documents shall be uploaded within twenty four (24) hours of participant's signature.	This TouchPoint shall be entered within seven (7) calendar days for every restitution payment made by a participant.	This TouchPoint shall be entered within five (5) business days of receipt for each income item received, showing that 75% was withheld from the total net income and will be applied to the Participant	This TouchPoint shall be entered for all participants within five (5) business days of admission to the program to determine all Non-Cash Benefits. A TouchPoint shall be entered separately for each non-cash	This TouchPoint shall be entered individually within five (5) business days of receipt for each supportive service or motivational incentive received for all participants such as: clothing, groceries, gift cards housing	This touchpoint shall be entered within five (5) business days for all participants upon admission to program. If the Agent of Record changes this TouchPoint will be rekeyed within five (5) business days
* Client 11 - Incident Reports o Refer to the Participant Incident Reports Tab	* Client 05 - Drug Tests o Refer to the Drug Test Validation Tab	* Client 05 - Drug Tests o Refer to the Drug Test Validation Tab	* Client 05 - Drug Tests o Refer to the Drug Test Validation Tab	* Client 15 - TouchPoint Flat File	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab
ARMS Community Incident Report (2284)	ARMS Drug Test Results: <u>Positive Drug Test</u>	ARMS Drug Test Results: <u>Negative Drug Test</u>	Lab Confirmation	ARMS Legal Documents: <u>Signed Admissions Agreement</u>	ARMS Financial Commitment	ARMS Income Received	ARMS Non-Cash Benefits	ARMS Supportive Services/Motivational Incentives	ARMS Agent of Record
Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	No
Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	No
Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	No
Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	No
Yes	Yes	Yes	Yes	Yes	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	No
Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No
No	No	No	No	No	No	No	No	Yes	No
No	No	No	No	Yes	No	No	Yes	No	Yes

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

					STOP Transportation Site TouchPoints Description: All participants shall be enrolled into the STOP Transportation Site by the receiving STOP within five (5) business days (excluding holidays) of the transportation notification from CDCR.	General TouchPoints Description: All DRP Community Providers will be required to enter all General TouchPoints				
This TouchPoint shall be entered within five (5) business days of the CBP's request for a participant to be referred to a different service and/or modality, due to the following reasons:	Each STOP Internal (CBP) Transportation TouchPoint shall be entered into ARMS within ten (10) business days of the date the transportation occurred. A TouchPoint will need to be entered	A TouchPoint shall be keyed each time the participant is placed into one of the following Phases: * Phase 1 – Orientation Phase * Phase 2 – Treatment Phase	This TouchPoint shall be keyed, within five (5) business days of participants admission to the program indicating Medi-Cal Application Submission status for each participant. If the participant already	This TouchPoint shall be keyed, within five (5) business days of participants admission to the program, indicating the participant's health insurance status and general health information. Editing previous	All plans created by the receiving STOP region must be input into the ARMS Transportation site to include all notification(s) made to all other STOP providers with regard to the Transportation Plan Segment	Each STOP Transportation Plan Segment shall be entered into ARMS within ten (10) business days of the transportation segment request notification. If the transport is scheduled to occur in less than ten	This TouchPoint shall be entered within thirty (30) calendar days of award, annually (beginning July 1 every Fiscal Year) and within five (5) business days of any update, change, or renewal of documentation.	This TouchPoint shall be entered by Case Management (STOP) and all Direct Contract Providers for non-STOP within the appropriate program in the ARMS site (e.g. RRH, LRT, DTX, Case Management, FOTEP, OPS, OPNS, Substance Use Disorder Core	This TouchPoint shall be entered by the CDCR Program Analyst within the appropriate program in the ARMS site (e.g. RRH, LRT, DTX, Case Management, FOTEP, OPS, OPNS, Substance Use Disorder Core	This TouchPoint shall be entered by the CDCR Program Analyst within the appropriate program in the ARMS site (e.g. RRH, LRT, DTX, Case Management, FOTEP, OPS, OPNS, Substance Use Disorder Core
* Client 07 – Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 07 – Participant TouchPoint Audit Report o Refer to the Details Tab	* Client 17 – Program Phase Assignment o Refer to the Phase Progression tab	* Client 17 – Program Phase Assignment o Refer to the Phase Progression Tab and the DHCS Data (Active) Tab	* Client 17 – Program Phase Assignment o Refer to the Phase Progression Tab and the DHCS Data (Active) Tab	* STOP 02 – Transportation Plan (CBP) o Refer to the Plan Status Tab	* STOP 02 – Transportation Plan (CBP) o Refer to the Plan Segments Tab	* Contract 07 – Facility Documentation	* Contract 07 – Facility Documentation	* Contract 07 – Facility Documentation	* Contract 07 – Facility Documentation
STOP Referral Request Form	STOP Internal (CBP) Transportation	ARMS Program Phase Assignment	ARMS Medi-Cal Application TouchPoint	ARMS Health Insurance Status TouchPoint	STOP Transportation Plan	STOP Transportation Plan Segment	ARMS Program Facility Documentation	Contractor Approval TouchPoint	Analyst Approval TouchPoint	
No	No	No	No	No	No	No	Yes	Yes	Yes	
No	No	No	No	No	No	No	Yes	Yes	Yes	
No	No	No	No	No	No	No	Yes	Yes	Yes	
No	No	No	No	No	No	No	Yes	Yes	Yes	
No	No	No	No	No	No	No	Yes	Yes	Yes	
No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	
No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	
No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	
No	No	No	No	No	No	No	Yes	Yes	Yes	
No	No	No	No	No	No	No	Yes	Yes	Yes	
Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	
Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	
Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	
Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	
Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	
Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	
Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	
No	No	No	No	No	No	No	No	No	No	
Yes	No	No	No	No	Yes	Yes	Yes	Yes	Yes	

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

All TouchPoints affiliated with their program, All TouchPoints within this category shall be entered within the Services program and/or the appropriate modality in ARMS.					Contract Administration TouchPoints Description: All DRP Community Providers will be required to enter all Contract Administration TouchPoints affiliated with their program. All TouchPoints within this category shall be entered within the Contract Administration program and/or the appropriate modality in ARMS.	Invoicing TouchPoints	
This TouchPoint shall be entered immediately (when it is safe to do so) for all non-participant major incidents (select general under subject type), and within twenty-four (24) hours for all notable incidents, A	This TouchPoint shall be entered individually within five (5) business days of notification for the following contact roles for each facility: * Executive Contact	This TouchPoint is used to capture the modality of a program as defined in rehabilitative contracts and the associated rates for modality services. The TouchPoint shall be entered within the appropriate	This TouchPoint shall be entered by Case Management (STOP) and Services (DRP and CBC) within the appropriate program in the ARMS site (e.g. RRH, LRT, DTX, etc.) and shall be keyed within the ARMS	This TouchPoint shall be entered by the CDCR Program Analyst within the appropriate program in the ARMS site (e.g. RRH, LRT, DTX, etc.) and shall be keyed within the ARMS Modality and Rates Dashboard	This TouchPoint shall be keyed individually for each participant when requesting for the following ARMS support items and a new TouchPoint shall be keyed per support item:	TouchPoint to be completed upon the execution of the contract and as needed when information changes.	TouchPoint to be completed monthly, and as needed for supplemental and closeout invoices.
* Client 11 - Incident Reports o Refer to the Program Incident Reports Tab	* Contract 06 - Program Contacts	Invoicing 03 - Rate Approvals	Invoicing 03 - Rate Approvals	Invoicing 03 - Rate Approvals	* Client 15 - TouchPoint Flat File	TBD	TBD
ARMS Community Incident Report (2284)	ARMS Program Contact Form	ARMS Modality and Rates TouchPoint	Contractor Approval TouchPoint	Analyst Approval TouchPoint	Admin - Support Request	ARMS Provider Contact Information (at execution of contract as needed)	ARMS Provider Invoice
Yes	Yes	No	No	No	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	No	No	No
Yes	Yes	No	No	No	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	No	No	No
Yes	Yes	No	No	No	Yes	Yes	Yes
Yes	Yes	No	No	No	Yes	Yes	Yes
Yes	Yes	No	No	No	Yes	Yes	Yes
Yes	Yes	No	No	No	Yes	Yes	Yes
Yes	Yes	No	No	No	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	No	No	No
Yes	Yes	Yes	Yes	Yes	No	No	No
Yes	Yes	Yes	Yes	Yes	No	No	No
Yes	Yes	Yes	Yes	Yes	No	No	No
Yes	Yes	Yes	Yes	Yes	No	No	No
Yes	Yes	Yes	Yes	Yes	No	No	No
No	No	No	No	No	Yes	No	No
Yes	Yes	No	No	No	Yes	Yes	Yes

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

 CDCR DIVISION OF REHABILITATIVE PROGRAMS		Automated Reentry Management System (ARMS) Functionality Data Requirements and Reporting Timeframes for Community Reentry Services Programs To be recorded in the appropriate program within the ARMS site. Need help with entering Functionality data in ARMS? Please Contact: arms_support@cdcr.ca.gov. Have questions about the Functionality Data Requirements and Reporting Timeframes? Please contact your assigned Program Analyst or Contract Provider.							
Data Requirements and Reporting Timeframes: The following Division of Rehabilitative Programs (DRP) Data Requirements and Reporting Timeframes will detail expectations on required data to be recorded in ARMS. ARMS is the centralized data system which is utilized to collect and maintain all data related to contracted services for DRP. DRP reserves the right to revise the data entry protocol as needed. The provider will be notified of modifications to Data Requirements and Reporting Timeframes and/or procedure changes fifty-six (56) calendar days before the effective date of the change. The following Functionality will indicate requirements by program type and/or modality. To provide further clarity, training snippets have also been included.		Reception: The ARMS Reception Program is a virtual holding area for participants while their referral is being processed by the Contractor; services may not be tracked or provided while enrolled in the ARMS Reception Program.			Modalities/Services: All DRP Community Providers will be required to enter all programming Functionality affiliated with their program. All Functionality within this category				
Data Requirements and Reporting Timeframes by Functionality (includes some CRS procedures for implementation needed by ARMS Support in ARMS):		All participants shall be enrolled within five (5) business days of the date referral was received, excluding holidays. All sections of the Functionality are required to be completed.	All participants shall be referred to the appropriate modality(s) and/or services within five (5) business days of placement verification. The referral date shall indicate the date the action takes place. All sections of the	All participants shall be exited within twenty four (24) hours when one or more of the following conditions have been met: * The participant is referred to	Providers shall not accept referrals in ARMS until the date the participant arrives at the facility, and shall ensure the date of acceptance on the referral reflects the date of arrival. All Reentry and Recovery Housing and STOP	The ARMS ROI shall be entered for all participants within five (5) business days upon participants admission to the program and a signed copy shall be uploaded within the ROI functionality. Participants	Providers shall not enroll participants in ARMS until the date the participant arrives at the facility, and shall ensure the date of enrollment reflects the date of arrival. All sections of the Functionality are required to be	Once a provider has determined a participant's caseload assignment, they will have twenty four (24) hours to assign the caseload in ARMS. All sections of the Functionality are required to be completed.	All residential programs that are contractually required to offer groups and/or classes shall utilize the ARMS Class functionality and simply just add and remove participants as they enter or exit the class. Classes shall not be
ARMS Reports/Verification Route for Compliance Confirmation (the reports shall be generated in 6 month increments, unless the report prompts instruct otherwise):		* Enrollment 07 - Reception Processing o Refer to the Details Tab	* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab	* Enrollment 07 - Reception Processing o Refer to the Details Tab	* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab	* Verify through the participants dashboard that an active ROI is in ARMS.	* Enrollment 02a - Referrals Snapshot o Refer to the Referral Details Tab	* Client 02 - Caseloads o Refer to the Caseloads tab	* Attendance 01b - Sessions Recorded (Community) o Refer to the Session Details tab
Functionality Titles: Contract and Modality types:		Enrollments	Program Referral	Exits	View Pending Referrals	ARMS ROI	Enrollments	Assigning Caseloads	Creating ARMS Class
CBC	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
CBC RRH	No	No	No	No	Yes	No	No	No	No
DRC	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
DRC RRH	No	No	No	No	Yes	Yes	No	No	No
LTORR	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
MCRP	No	No	No	No	No	No	Yes	Yes	Yes
FCRP	No	No	No	No	No	No	Yes	Yes	Yes
CPMP	No	No	No	No	No	No	Yes	Yes	Yes
YCC	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
VTC	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
LSUDT	No	No	No	No	Yes	Yes	No	Yes	Yes
LSUDD	No	No	No	No	Yes	Yes	No	No	No
CSUDT	No	No	No	No	Yes	Yes	No	Yes	No
OOP	No	No	No	No	Yes	Yes	No	Yes	No
FOTEP	No	No	No	No	Yes	Yes	No	Yes	Yes
RRH	No	No	No	No	Yes	Yes	No	No	No
RRC Navigator	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Case Management (Placement Office)	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No

Approved Copy 10/01/2024

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

Signature: Glen Wilkins Date: 10/01/2024
 Glen Wilkins, SSM1
 Community Reentry Services
 CDCR

TBB
California Department of Corrections and Rehabilitation
Data Requirements and Reporting Timeframes

RFP Number C5613147-D
Attachment 4

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.								
shall be entered within the Services program and/or the appropriate modality in ARMS.								

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
Specialized Treatment for Optimized Programming (STOP)
COMMUNITY-BASED PROVIDER MODALITY COST SHEET
LICENSED RESIDENTIAL TREATMENT (LSUDT/LRT)**

Please complete the form in its entirety, one (1) form for each modality per fiscal year (July 1- June 30).

STOP Contractor:	Fiscal Year: Select
CBP Corporate Name:	CBP Facility Name:
CBP Business Street Address, City, Zip Code:	CBP Facility Address, City, Zip Code:
Corporate Telephone:	CBP Telephone:
Corporate Fax:	CBP Fax:
Affiliate Status: Affiliate	Contact Person Name:
County:	Contact Person Email:

Mark all that Apply:

Population Served: ☐ Male ☐ Female ☐ Coed ☐ Male W/Child ☐ Female W/Child ☐ Coed W/Child
Population(s) Accepted: ☐ PC290 ☐ Lifers ☐ EOP ☐ CCCMS ☐ Drug Medi-Cal Certified (SUDT Only)
☐ Wheel Chair ☐ Mobility Impaired* ☐ Vision Impaired* ☐ Hearing Impaired*
*Unchecked boxes will require follow up by DRP

LRT Capacity (CDCR does not guarantee use of all available site capacity**):**

Total Available Site Capacity: _____ Total Dedicated Wheel Chair Capacity: _____

Mark all that Apply:

- ☐ Rehabilitative services
☐ Counseling - Individual/Family/Group
☐ Substance Use Disorder 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
☐ Life Skills program and/or referrals
☐ Community referrals as needed
☐ Social and recreational activities and/or referrals
☐ Other _____

List all costs that make up the unit of service rate. The list includes, but is not limited to:

LRT Unit of Service is defined as one 24-hour time period.

Non-PC 290

PC 290

	Non-PC 290	PC 290
Facility Costs (mortgage payment, rent, utilities, insurance, etc.)	\$	\$
Food	\$	\$
Treatment Services (<i>See specifications above</i>)	\$	\$
Other	\$	\$
Total = 24 hour time period	\$ 0.00	\$ 0.00

To disable a location, verify all participants have been exited and print the program closure report.

- ☐ All participants have been exited from program
Closure report has been printed

CBP Representative Signature: _____

Date: _____

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION RESIDENTIAL MODALITY COST SHEET

☐ DTX

☐ FOTEP

☐ LRT

☐ RRH

Please complete the form in its entirety, one (1) form for each modality per fiscal year (July 1 - June 30).

FY: Select County:	ARMS Site Name: Select
Contractor Name:	Affiliate Status (STOP only): Select
Corporate Name:	Facility Name:
Business Street Address, City, Zip Code:	Facility Street Address, City, Zip Code:
Corporate Telephone:	Facility Telephone:
Corporate Fax:	Facility Fax:

Total available site capacity: _____

Mark all that Apply (*Unchecked boxes will require follow up by DRP):

Population Served: ☐ Male ☐ Female ☐ Coed

☐ Female w/ child ☐ Male w/ child ☐ Coed w/ child ☐ Drug Medi-Cal Certified (SUDT Only)

Population(s) Accepted: ☐ PC290 ☐ PC288

☐ Wheel Chair (# of wheel chair slots _____) ☐ Mobility Impaired* ☐ Vision Impaired* ☐ Hearing Impaired*

Mark all that Apply:

☐ Rehabilitative services

☐ Counseling – Individual/Family/Group

☐ Employability and Job Development services and/or referrals

☐ Substance Use Disorder Assessment/Treatment Planning

☐ Cognitive and behavioral skills for stress & anger management

☐ Preventative and primary health care services and/or referrals

☐ General health education services and/or referrals

☐ Practical life skills counseling, education and training services

☐ Advocacy and referral

☐ Other: _____

	All	All PC290	All (RHWH)	All PC290 (RHWH)
Facility Costs	\$	\$	\$	\$
Services (See specifications above)	\$	\$	\$	\$
Total =	\$ 0.00	\$ 0.00	\$ 0.00	\$

Representative Signature: _____

Effective Date: _____

This is the date all data on this sheet becomes effective.

To disable a location: ☐ (1) properly exit all participants from ARMS; and ☐ (2) ensure all ARMS Staff Position Assignments have been closed.

Rev. 08/11/2025

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION OUTPATIENT MODALITY COST SHEET

☐ SUD - OUTPATIENT SERVICE

☐ NON SUD - OUTPATIENT SERVICE

Please complete the form in its entirety, one (1) form for each modality per fiscal year (July 1 - June 30).	
FY: Select County:	ARMS Site Name: Select
Contractor Name:	Affiliate Status (STOP Only): Affiliate
Corporate Name:	Facility Name:
Business Street Address, City, Zip Code:	Facility Street Address, City, Zip Code:
Corporate Telephone:	Facility Telephone:
Corporate Fax:	Facility Fax:

Mark all that Apply (*Unchecked boxes will require follow up by DRP):

Population Served: ☐ Male ☐ Female ☐ Coed

Population(s) Accepted: ☐ PC290 ☐ PC288 Drug Medi-Cal Certified (SUDT Only)

☐ Wheel Chair (# of wheel chair slots ____) ☐ Mobility Impaired* ☐ Vision Impaired* ☐ Hearing Impaired*

Mark all that Apply:

- ☐ Rehabilitative services
- ☐ Counseling – Individual/Family/Group
- ☐ Employability and Job Development services and/or referrals
- ☐ Substance Use Disorder Assessment/Treatment Planning
- ☐ Cognitive and behavioral skills for stress & anger management
- ☐ Preventative and primary health care services and/or referrals
- ☐ General health education services and/or referrals
- ☐ Practical life skills counseling, education and training services
- ☐ Advocacy and referral
- ☐ Other: _____

Hours of Operation (Please indicate days and total hours):

<u>Days</u>	<u>Times</u>	<u>Total Hours</u>
☐ Monday		
☐ Tuesday		
☐ Wednesday		
☐ Thursday		
☐ Friday		
☐ Saturday		
☐ Sunday		

Must identify number of hours in each unit of service. Group: _____ hours Individual: _____ hours
List all costs that make up the unit of service rate.

ALL	Group	Individual
Facility Costs (mortgage payment, rent, utilities, insurance, etc.)	\$	\$
Services (<i>See specifications above</i>)	\$	\$
Total =	\$ 0	\$ 0

PC 290/288

Facility Costs (mortgage payment, rent, utilities, insurance, etc.)	\$	\$
Services (<i>See specifications above</i>)	\$	\$
Total =	\$ 0	\$ 0

Representative Signature: _____

Effective Date: _____

This is the date all data on this sheet becomes effective.

To disable a location: ☐ (1) properly exit all participants from ARMS; and ☐ (2) ensure all ARMS Staff Position Assignments have been closed.

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
Specialized Treatment for Optimized Programming (STOP)
COMMUNITY-BASED PROVIDER MODALITY COST SHEET
NON-SUD OUTPATIENT TREATMENT SERVICES (OOP/OPNS)**

Please complete the form in its entirety, one (1) form for each modality per fiscal year (July 1 - June 30).

STOP Contractor:	Fiscal Year: Select
CBP Corporate Name:	CBP Facility Name:
CBP Business Street Address, City, Zip Code:	CBP Facility Address, City, Zip Code:
Corporate Telephone:	CBP Telephone:
Corporate Fax:	CBP Fax:
Affiliate Status:	Contact Person Name:
County:	Contact Person Email:

Mark all that Apply:

Population Served: ☐ Male ☐ Female ☐ Coed

Population(s) Accepted: ☐ PC290 ☐ Lifers ☐ EOP ☐ CCCMS

☐ Wheel Chair ☐ Mobility Impaired* ☐ Vision Impaired* ☐ Hearing Impaired*

*Unchecked boxes will require follow up by DRP

Mark all that Apply:

- ☐ Counseling Non SUD - Individual/Family/Group
- ☐ Employability and Job Development services and/or referrals
- ☐ Substance Use Disorder 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
- ☐ Practical life skills counseling, education and training services
- ☐ Advocacy and referral
- ☐ Other: _____

Hours of Operation (Please indicate days and total hours):

<u>Days</u>	<u>Times</u>	<u>Total Hours</u>
☐ Monday	9:00 am 5:00 pm	
☐ Tuesday	9:00 am 5:00 pm	
☐ Wednesday	9:00 am 5:00 pm	
☐ Thursday	9:00 am 5:00 pm	
☐ Friday	9:00 am 5:00 pm	
☐ Saturday	9:00 am 5:00 pm	
☐ Sunday	9:00 am 5:00 pm	

List all costs that make up the unit of service rate. The list includes, but is not limited to:

Non-SUD must identify number of hours in each unit of service. Group: _____ hours Individual: _____ hours

Non-PC 290	Group	Individual
Facility Costs (mortgage payment, rent, utilities, insurance, etc.)	\$	\$
Services (<u>See specifications above</u>)	\$	\$
Other	\$	\$
Total =	\$ 0	\$ 0

PC 290	Group	Individual
Facility Costs (mortgage payment, rent, utilities, insurance, etc.)	\$	\$
Services (<u>See specifications above</u>)	\$	\$
Other	\$	\$
Total =	\$ 0	\$ 0

To disable a location, verify all participants have been exited and print the program closure report.

- ☐ All participants have been exited from program
Closure report has been printed

CBP Representative Signature: _____

Date: _____

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
Specialized Treatment for Optimized Programming (STOP)
COMMUNITY-BASED PROVIDER MODALITY COST SHEET
Female Offender and Employment Program (FOTEP)

Please complete the form in its entirety, one (1) form for each modality per fiscal year (July 1- June 30).

STOP Contractor:	Fiscal Year: Select
CBP Corporate Name:	CBP Facility Name:
CBP Business Street Address, City, Zip Code:	CBP Facility Address, City, Zip Code:
Corporate Telephone:	CBP Telephone:
Corporate Fax:	CBP Fax:
Affiliate Status: Affiliate	Contact Person Name:
County:	Contact Person Email:

Mark all that Apply:

Population Served: ☐ Female ☐ Female W/Child ☐ Minor Children Ages _____ (if applicable)
Population(s) Accepted: ☐ Lifers ☐ EOP ☐ CCCMS ☐ Drug Medi-Cal Certified (SUDT Only)
☐ Wheel Chair ☐ Mobility Impaired* ☐ Vision Impaired* ☐ Hearing Impaired*
*Unchecked boxes will require follow up by DRP

FOTEP Capacity (CDCR does not guarantee use of all available site capacity**):**

Total Available Site Capacity: _____ Total Dedicated Wheel Chair Capacity: _____

Mark all that Apply:

- ☐ Rehabilitative services
- ☐ Counseling - Individual/Family/Group
- ☐ Substance Use Disorder 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
- ☐ Life Skills program and/or referrals
- ☐ Community referrals as needed
- ☐ Social and recreational activities and/or referrals
- ☐ Other _____

List all costs that make up the unit of service rate. The list includes, but is not limited to:

FOTEP Unit of Service is defined as one 24-hour time period.

Facility Costs (mortgage payment, rent, utilities, insurance, etc.)	\$
Food	\$
Treatment Services (<i>See specifications above</i>)	\$
Other	\$
Total = 24 hour time period	\$ 0.00

To disable a location, verify all participants have been exited and print the program closure report.

- ☐ All participants have been exited from program
Closure report has been printed

CBP Representative Signature: _____ Date: _____

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
Specialized Treatment for Optimized Programming (STOP)
COMMUNITY-BASED PROVIDER MODALITY COST SHEET
SUD OUTPATIENT TREATMENT SERVICES (CSUTD/OPS)

Please complete the form in its entirety, one (1) form for each modality per fiscal year (July 1 - June 30).

STOP Contractor:	Fiscal Year: Select
CBP Corporate Name:	CBP Facility Name:
CBP Business Street Address, City, Zip Code:	CBP Facility Address, City, Zip Code:
Corporate Telephone:	CBP Telephone:
Corporate Fax:	CBP Fax:
Affiliate Status:	Contact Person Name:
County:	Contact Person Email:

Mark all that Apply:

Population Served: ☐ Male ☐ Female ☐ Coed

Population(s) Accepted: ☐ PC290 ☐ Lifers ☐ EOP ☐ CCCMS ☐ Drug Medi-Cal Certified (SUDT Only)

☐ Wheel Chair ☐ Mobility Impaired* ☐ Vision Impaired* ☐ Hearing Impaired*

*Unchecked boxes will require follow up by DRP

Mark all that Apply:

- ☐ Rehabilitative services
- ☐ Counseling - Individual/Family/Group
- ☐ Substance Use Disorder 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
- ☐ Advocacy and referral
- ☐ Other: _____

Hours of Operation (Please indicate days and total hours):

<u>Days</u>	<u>Times</u>	<u>Total Hours</u>
☐ Monday	9:00 am 5:00 pm	
☐ Tuesday	9:00 am 5:00 pm	
☐ Wednesday	9:00 am 5:00 pm	
☐ Thursday	9:00 am 5:00 pm	
☐ Friday	9:00 am 5:00 pm	
☐ Saturday	9:00 am 5:00 pm	
☐ Sunday	9:00 am 5:00 pm	

List all costs that make up the unit of service rate. The list includes, but is not limited to:

OTS must identify number of hours in each unit of service. Group: _____ hours Individual: _____ hours

Non-PC 290	Group	Individual
Facility Costs (mortgage payment, rent, utilities, insurance, etc.)	\$	\$
Treatment Services (<i>See specifications above</i>)	\$	\$
Other	\$	\$
Total =	\$ 0.00	\$ 0

PC 290	Group	Individual
Facility Costs (mortgage payment, rent, utilities, insurance, etc.)	\$ 0	\$
Treatment Services (<i>See specifications above</i>)	\$	\$
Other	\$	\$
Total =	\$	\$ 0.00

To disable a location, verify all participants have been exited and print the program closure report.

- ☐ All participants have been exited from program
Closure report has been printed

CBP Representative Signature: _____

Date: _____

HOUSING FIRST



HOUSING FIRST is an evidence-based model, incorporated into California law, that focuses on providing access to housing without preconditions, while pairing appropriate services with people experiencing homelessness. California Department of Corrections and Rehabilitation's Reentry and Recovery Housing incorporates Housing First core principals, some of which are described at a high level below.

HOUSING FIRST is

- Supportive services that emphasize engagement and problem solving, with therapeutic goals and service plans that are highly participant-driven
- Informative housing agreements, outlining roles and responsibilities of both the participant and the program administrator to ensure individuals are aware of actions that could result in removal from the Reentry and Recovery Housing
- Access to case managers and service coordinators employing evidence-based practices for participant engagement
- Services informed by a harm-reduction philosophy, where participants are engaged in nonjudgmental communication
- Education on avoiding risky behaviors and engaging in safer practices
- Opportunities to develop connections to additional evidence-based treatment
- Programs that may include special physical features that accommodate disabilities, reduce harm, and promote health, community, and independence

More information regarding Housing First can be found at:
<https://endhomelessness.org/resource/housing-first>

COMMUNITY REENTRY SERVICE PROGRAMS WITH REENTRY AND RECOVERY HOUSING

SPECIALIZED TREATMENT FOR OPTIMIZED PROGRAMMING (STOP)

STOP contractors have a goal to provide comprehensive evidence-based programs and services to participants during their transition back into the community. STOP services will be available to individuals who have been released and are under active parole supervision.

DAY REPORTING CENTERS (DRC)

DRCs provide life skills, literacy, and job training to help parolees gain and maintain employment.



HOW TO ACCESS REENTRY AND RECOVERY HOUSING



SIGN

Sign your housing participation agreement. This agreement helps you understand your rights and responsibilities and will show you what connections are available to you.



CONNECT

Community-Based providers will connect you to housing options to help you meet your reentry goals.



GO

As you go forward with your reentry goals, your housing needs may change. Contact your case manager to get access to alternative housing providers and other housing assistance.



FOR MORE INFORMATION on community programs, please contact the Division of Rehabilitative Programs or speak with your respective parole agent about how you can access these programs and services.
P.O. Box 942883, Sacramento, CA 94283-0001
programs.helpdesk@cdcr.ca.gov
www.cdcr.ca.gov/rehabilitation/index.html

For Staff Use Only

Requester: _____ Department: _____ Extension: _____

Division Head Authorization: _____ Date: _____

Purpose of Entry: _____

Date(s): _____ Time: _____ Duration: _____

Escort: _____

Type of Authorization Requested (Check One): ☐ Gate Clearance ☐ State ID Card (Contractor)

Last Name, First Name, MI: _____

Other names you have been known by: _____

Date of Birth (Month, Day, Year): _____

Gender: ☐ Male ☐ Female ☐ Non-Binary

Social Security Number (SSN): _____ - _____ - _____

Contact Telephone Number: (_____) _____ State Bar #: _____

State ID # or Driver's License #: _____ State: _____

Passport # (if no State ID/Driver's License): _____

Have you ever visited or had a personal relationship with any California Department of Corrections and Rehabilitation inmate or parolee for non-work related reasons? ☐ ☐

(If yes, please complete the CDCR Form 2189 Incarcerated/Paroled Relative/Associate Notification.)

Are you a former California State Prison inmate? No: ☐ Yes: ☐

Have you ever been restricted or denied access to a State Prison? No: ☐ Yes: ☐

(If yes, please provide an attachment listing the institutions and the reason for the restriction/denial.)

Have you ever been convicted of a felony? No: ☐ Yes: ☐

(If yes, please list the dates, counties & violations.)

Are you currently on probation/parole? No: ☐ Yes: ☐

Do you have any pending or outstanding charges? No: ☐ Yes: ☐

By signing this application, I attest that all of the information provided is true and correct. I acknowledge that prior written consent from the supervising agency is required for any parolee, probationer, or formerly incarcerated person to enter prison grounds. I further understand that, if approved, access is restricted to the designated area(s) and shall be under state employee escort unless otherwise authorized.

In accordance with the Privacy Act of 1974 (PL93-579), providing a SSN is optional. However, any omission of falsification may be cause for denial of access.

Signature of Applicant: _____ Date: _____

☐ APPROVE ☐ DENY

Hiring Authority Signature: _____ Date: _____

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 Date of Separation: _____
☐ Retirement Date of Separation: _____
☐ Transfer to other CA Agency Date of Separation: _____
☐ Other - Specify: _____ Date of Separation: _____
- Name of personnel section employee processing NLI: _____
- Telephone number of personnel section: _____
- Hiring Authority Acronym: _____

Email completed forms and questions regarding the form to:
CDCRLiveScan@cdcr.ca.gov

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.

Scoring Criteria and Summary Specialized Treatment for Optimized Programming (STOP)

General Proposal Response Requirements

1. Page Limit

The narrative portion of the proposal shall not exceed the page limit requirements listed for each item within the scoring criteria. Any proposal exceeding this limit shall be automatically disqualified.

2. Supporting Documentation

Required supporting documentation such as business licenses, certifications, résumés, organizational charts, or other required forms specifically requested in this RFP, shall be provided as part of the proposal. Such documentation shall not count toward the page limit requirement listed above for that item. Additional supporting documentation provided by the proposer that is not required by the RFP will not be reviewed and scored.

3. Formatting

Proposals shall be submitted in Arial, 12-point font, single-spaced, with one-inch margins. Failure to adhere to the formatting requirement shall result in an automatic disqualification.

4. Organization of Response

Proposals shall be organized in the order of the scoring criteria. Responses that are not included under the correct scoring criterion item will not be considered; if an **identified key area** (IKA) is answered under a different scoring criterion item, that IKA shall not be scored.

5. Award Limitations

Proposers may submit proposals for one or more program areas identified in this RFP. While proposers are encouraged to demonstrate capacity across multiple areas, no single proposer will be awarded more than two (2) program areas under this solicitation. Submission of multiple proposals does not guarantee award of more than one program area. If bidders submit for multiple program areas, final awards will be determined by the department in a manner that promotes statewide coverage, service diversity, and cost effectiveness.

ITEM 1. General Approach Summary		Maximum Point Value: 40	
The Proposer shall include a brief overview of the project and summarize the Proposer's overall approach to completing the IKAs as described in this RFP (Exhibit A, Scope of Work) The response has a fifteen (15) page limit. Identified Key Areas: 1. Introduction and General Information (Section I and Section II) 2. Organizational Qualifications (Section IV) 3. STOP Placement Office Requirements (Section VI) 4. Network of Community Based Provider Facility Requirements (Section VII) 5. Programming Components (Section VIII) 6. CBP Service Delivery (Section IX) 7. Personnel (Section X) 8. Data Records and Reporting Requirements (Section XII) 9. Transition of the Agreement to Successor (Section XIV)			
IKA	Rating	Points	Points Awarded
6-10	Proposer provided a thorough and comprehensive response, providing full details for 6-10 of the IKAs.	26-40	
3-5	Proposer provided a complete response, providing details for 3-5 of the IKAs.	11-25	
1-2	Proposer provided an incomplete response, providing details for only 1-2 of the IKAs.	1-10	
0	Proposer provided a limited response, not addressing any of the IKAs.	0	
Comments:			

ITEM 2. Introduction and General Information		Maximum Point Value: 50											
The Proposer shall include policy and procedures describing each IKA as described in this RFP (Exhibit A, Scope of Work, Section I. Introduction, Sub Sections A-H) and provide a copy of the Proposer's valid business license (Exhibit A, Scope of Work, Section II. General Information, Subsection A). The response has a ten (10) page limit. Identified Key Areas: <table border="0"> <tr> <td>1. Evidence-Based Programs</td> <td>6. Family-Focused</td> </tr> <tr> <td>2. Evidence-Based Curriculum</td> <td>7. Strength-Based</td> </tr> <tr> <td>3. Gender Responsivity</td> <td>8. Motivational Interviewing (MI) Techniques</td> </tr> <tr> <td>4. Cultural Competence</td> <td>9. Business License</td> </tr> <tr> <td>5. Trauma-Informed Services</td> <td></td> </tr> </table>				1. Evidence-Based Programs	6. Family-Focused	2. Evidence-Based Curriculum	7. Strength-Based	3. Gender Responsivity	8. Motivational Interviewing (MI) Techniques	4. Cultural Competence	9. Business License	5. Trauma-Informed Services	
1. Evidence-Based Programs	6. Family-Focused												
2. Evidence-Based Curriculum	7. Strength-Based												
3. Gender Responsivity	8. Motivational Interviewing (MI) Techniques												
4. Cultural Competence	9. Business License												
5. Trauma-Informed Services													
IKA	RATING	Points	Points Awarded										
7-9	Proposer provided a thorough and comprehensive response, providing full details for 7-9 of the IKAs.	26-50											
4-6	Proposer provided a complete response, providing details for 4-6 of the IKAs.	11-25											
1-3	Proposer provided an incomplete response, providing details for only 1-3 of the IKAs.	1-10											
0	Proposer provided a limited response, not addressing any of the IKAs.	0											
Comments:													

ITEM 3. Organizational Qualifications		Maximum Point Value: 30	
The Proposer shall provide policies and procedures describing each IKA and all required documents identified in this RFP (Exhibit A, Scope of Work, Section IV. Organizational Qualifications, Subsection A-B). The response has a five (5) page limit. Identified Key Areas: 1. Experience and Knowledge 2. Structure			
IKA	RATING	Points	Points Awarded
2	Proposer provided a thorough and comprehensive response, providing full details for 2 of the IKAs.	16-30	
1	Proposer provided an incomplete response, providing details for only 1 of the IKAs.	1-15	
0	Proposer provided a limited response, not addressing any of the IKAs.	0	
Comments:			

ITEM 4. STOP Placement Office Requirements		Maximum Point Value: 125																			
The Proposer shall provide a current operations manual that defines the STOP's purpose, philosophy, programs, services, policy and procedures, and describes each IKA as described in this RFP. (Exhibit A, Scope of Work, Section VI. STOP Placement Office Requirements, Subsection A-O). The response has a twenty (20) page limit. Identified Key Areas: <table border="0"> <tr> <td>1. Administrative Oversight</td> <td>7. Participant Transportation</td> <td>13. Case Management Plan</td> </tr> <tr> <td>2. Communications</td> <td>8. Transportation Coordination Plan</td> <td>14. Case Management Plan Review</td> </tr> <tr> <td>3. Community Transition Contacts and Outreach</td> <td>9. Initial Placement</td> <td>15. Discharge Plan</td> </tr> <tr> <td>4. Eligibility</td> <td>10. Secondary Assessment</td> <td></td> </tr> <tr> <td>5. Pre-Release Referral</td> <td>11. Length of Stay/Extension</td> <td></td> </tr> <tr> <td>6. Referral</td> <td>12. Case Management One-on-One</td> <td></td> </tr> </table>				1. Administrative Oversight	7. Participant Transportation	13. Case Management Plan	2. Communications	8. Transportation Coordination Plan	14. Case Management Plan Review	3. Community Transition Contacts and Outreach	9. Initial Placement	15. Discharge Plan	4. Eligibility	10. Secondary Assessment		5. Pre-Release Referral	11. Length of Stay/Extension		6. Referral	12. Case Management One-on-One	
1. Administrative Oversight	7. Participant Transportation	13. Case Management Plan																			
2. Communications	8. Transportation Coordination Plan	14. Case Management Plan Review																			
3. Community Transition Contacts and Outreach	9. Initial Placement	15. Discharge Plan																			
4. Eligibility	10. Secondary Assessment																				
5. Pre-Release Referral	11. Length of Stay/Extension																				
6. Referral	12. Case Management One-on-One																				
IKA	RATING	Points	Points Awarded																		
11-15	Proposer provided a thorough and comprehensive response, providing full details for 11-15 of the IKAs.	76-125																			
6-10	Proposer provided a complete response, providing details for 6-10 of the IKAs.	51-75																			
1-5	Proposer provided an incomplete response, providing details for only 1-5 of the IKAs.	1-50																			
0	Proposer provided a limited response, not addressing any of the IKAs.	0																			
Comments:																					

ITEM 5. Network of Community Based Provider Facility Requirements		Maximum Point Value: 80	
The Proposer shall provide policies and procedures describing each IKA identified in this section and how each will be maintained, as described in this RFP (Exhibit A, Scope of Work, Section VII. Network of Community Based Provider Facility Requirements, Subsection A-D). The response has a fifteen (15) page limit. Identified Key Areas: 1. Quality Assurance 2. Rate Methodology Plan 3. Facility Types 4. Physical Requirements			
IKA	Rating	Points	Points Awarded
4	Proposer provided a thorough and comprehensive response, providing full details for 4 of the IKAs.	41-80	
3	Proposer provided a complete response, providing details for 3 of the IKAs.	21-40	
1-2	Proposer provided an incomplete response, providing details for only 1-2 of the IKAs.	1-20	
0	Proposer provided a limited response, not addressing any of the IKAs.	0	
Comments:			

ITEM 6. Programming Components	Maximum Point Value: 45		
The Proposer shall include policy and procedures describing in detail each IKA in this section and how programming services at the community level will be monitored to ensure successful programming and contract compliance as described in this RFP (Exhibit A, Scope of Work, Section VIII. Programming Components, Subsection A-E). The response has a twenty (20) page limit. Identified Key Areas: 1. CBT Interventions 2. Employability and Job Development 3. Education/Literacy 4. Life Skills 5. Family-Focused Services/Family Reunification			
IKA	Rating	Points	Points Awarded
4-5	Proposer provided a thorough and comprehensive response, providing full details for 4-5 of the IKAs.	31-45	
2-3	Proposer provided a complete response, providing reasonable details for 2-3 of the IKAs.	16-30	
1	Proposer provided an incomplete response, providing details for only 1 of the IKAs.	1-15	
0	Proposer provided a limited response, not addressing any of the IKAs.	0	
Comments:			

ITEM 7. CBP Service Delivery		Maximum Point Value: 150				
The Proposer shall include policies and procedures describing in detail each IKA in this section and how CBP service delivery at the community level will be monitored to ensure successful programming and contract compliance as described in this RFP (Exhibit A, Scope of Work, Section IX. CBP Service Delivery, Subsection A-T). The response has a fifty (50) page limit. Identified Key Areas: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> 1. Participant Orientation 2. Frequency of Services (LSUDT and FOTEP only) 3. Programming Schedule 4. Secondary Assessment 5. ITP (LSUDT, FOTEP, CSUDT, and OOP) 6. ITP Review 7. Case Notes 8. One-On-One Counseling Sessions </td> <td style="width: 33%; vertical-align: top;"> 9. Group Counseling 10. Group Ratio 11. Breathalyzer/Urinalysis Testing 12. Discharge Plan 13. Positive Reinforcements/Motivational Incentives 14. Participant Savings Fund 15. Self-Administered Medication 16. Passes </td> <td style="width: 33%; vertical-align: top;"> 17. Participant Medical Care (LSUDD, LSUDT, CSUDT and FOTEP only) 18. Clothing and Shoes 19. Property 20. Community Partnerships </td> </tr> </table>				1. Participant Orientation 2. Frequency of Services (LSUDT and FOTEP only) 3. Programming Schedule 4. Secondary Assessment 5. ITP (LSUDT, FOTEP, CSUDT, and OOP) 6. ITP Review 7. Case Notes 8. One-On-One Counseling Sessions	9. Group Counseling 10. Group Ratio 11. Breathalyzer/Urinalysis Testing 12. Discharge Plan 13. Positive Reinforcements/Motivational Incentives 14. Participant Savings Fund 15. Self-Administered Medication 16. Passes	17. Participant Medical Care (LSUDD, LSUDT, CSUDT and FOTEP only) 18. Clothing and Shoes 19. Property 20. Community Partnerships
1. Participant Orientation 2. Frequency of Services (LSUDT and FOTEP only) 3. Programming Schedule 4. Secondary Assessment 5. ITP (LSUDT, FOTEP, CSUDT, and OOP) 6. ITP Review 7. Case Notes 8. One-On-One Counseling Sessions	9. Group Counseling 10. Group Ratio 11. Breathalyzer/Urinalysis Testing 12. Discharge Plan 13. Positive Reinforcements/Motivational Incentives 14. Participant Savings Fund 15. Self-Administered Medication 16. Passes	17. Participant Medical Care (LSUDD, LSUDT, CSUDT and FOTEP only) 18. Clothing and Shoes 19. Property 20. Community Partnerships				
IKA	Rating	Points	Points Awarded			
16-20	Proposer provided a thorough and comprehensive response, providing full details for 16-20 of the IKAs.	101-150				
11-15	Proposer provided a complete response, providing reasonable details for 11-15 of the IKAs.	51-100				
6-10	Proposer provided an incomplete response, providing details for only 6-10 of the IKAs.	1-50				
0	Proposer provided a limited response, not addressing any of the IKAs.	0				
Comments:						

ITEM 8. Personnel	Maximum Point Value: 55															
The Proposer shall include policy and procedures describing each IKA, as described in this RFP (Exhibit A, Scope of Work, Section X. Personnel, Subsection A-M). The response has a forty (40) page limit. Identified Key Areas: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">1. Personnel Management</td> <td style="width: 33%;">6. Hiring</td> <td style="width: 33%;">11. Personnel Requirements</td> </tr> <tr> <td>2. Contractor Leadership and Supervisory Standards</td> <td>7. Minimum Qualification (MQ) Waiver</td> <td>12. STOP Placement Office Key Staff Positions</td> </tr> <tr> <td>3. Staffing Plan</td> <td>8. Provisional Clearances</td> <td>13. CBP Key Staff Positions</td> </tr> <tr> <td>4. Employment Practices</td> <td>9. Security Clearance /Live Scan</td> <td></td> </tr> <tr> <td>5. Resignations, Separations, and Vacancies</td> <td>10. Staff Training</td> <td></td> </tr> </table>		1. Personnel Management	6. Hiring	11. Personnel Requirements	2. Contractor Leadership and Supervisory Standards	7. Minimum Qualification (MQ) Waiver	12. STOP Placement Office Key Staff Positions	3. Staffing Plan	8. Provisional Clearances	13. CBP Key Staff Positions	4. Employment Practices	9. Security Clearance /Live Scan		5. Resignations, Separations, and Vacancies	10. Staff Training	
1. Personnel Management	6. Hiring	11. Personnel Requirements														
2. Contractor Leadership and Supervisory Standards	7. Minimum Qualification (MQ) Waiver	12. STOP Placement Office Key Staff Positions														
3. Staffing Plan	8. Provisional Clearances	13. CBP Key Staff Positions														
4. Employment Practices	9. Security Clearance /Live Scan															
5. Resignations, Separations, and Vacancies	10. Staff Training															
IKA	Rating	Points	Points Awarded													
10-13	Proposer provided a thorough and comprehensive response, providing full details for 10-13 of the IKAs.	31-55														
7-9	Proposer provided a complete response, providing reasonable details for 7-9 of the IKAs.	16-30														
1-6	Proposer provided an incomplete response, providing details for only 1-6 of the IKAs.	1-15														
0	Proposer provided a limited response, not addressing any of the IKAs.	0														
Comments:																

ITEM 9. Data Records and Reporting Requirements		Maximum Point Value: 100	
The Proposer shall provide written policy and procedures describing each IKA, as described in this RFP (Exhibit A, Scope of Work, Section XII. Data Records and Reporting Requirements, Subsection A-F). The response has a twenty (20) page limit. Identified Key Areas: 1. General Information Security Terms 2. Data Management System 3. Data Requirements and Reporting Timeframes Plan 4. Participant Files 5. Staff Files 6. Reports			
IKA	Rating	Points	Points Awarded
5-6	Proposer provided a thorough and comprehensive response, providing full details for 5-6 of the IKAs.	51-100	
3-4	Proposer provided a complete response, providing reasonable details for 3-4 of the IKAs.	26-50	
1-2	Proposer provided an incomplete response, providing details for only 1-2 of the IKAs.	1-25	
0	Proposer provided a limited response, not addressing any of the IKAs.	0	
Comments:			

ITEM 10. Transition of the Agreement to a Successor		Maximum Point Value: 25	
The Proposer shall provide a Transition of the Agreement to a Successor Plan as listed within the IKA and described in this RFP (Exhibit A, Scope of Work, Section XIV. Transition of the Agreement to a Successor, Subsection A). The response has a five (5) page limit. Identified Key Areas: 1. Transition of the Agreement to a Successor Plan			
IKA	Rating	Points	Points Awarded
1	Proposer provided a thorough and comprehensive response, providing full details for 1 of the IKAs.	1-25	
0	Proposer provided a limited response, not addressing any of the IKAs.	0	
Comments:			

Qualifications - All of the following items in this section shall be provided within the proposal submission. Failure to do so will result in an automatic disqualification.			
Staffing Plan	PASS/FAIL		
Transportation Coordination Plan	PASS/FAIL		
Rate Methodology Plan	PASS/FAIL		
Data Requirements and Reporting Timeframes Plan	PASS/FAIL		
Budget Proposal Rate Sheet	PASS/FAIL		
Proposal Evaluation	Total Possible Points	Percent of Total Points	Points Awarded
ITEM 1. General Approach Summary	40	4%	
ITEM 2. Introduction and General Information	50	5%	
ITEM 3. Organizational Qualifications	30	3%	
ITEM 4. STOP Placement Office Requirements	125	12.5%	
ITEM 5. Network of Community Based Provider Facility Requirements	80	8%	
ITEM 6. Programming Components	45	4.5%	
ITEM 7. CBP Service Delivery	150	15%	
ITEM 8. Personnel	55	5.5%	
ITEM 9. Data Records and Reporting Requirements	100	10%	
ITEM 10. Transition of the Agreement to a Successor	25	2.5%	
Proposal Evaluation Points (Items 1-10)	700	70%	
Budget Proposal Rate Sheet	300	30%	
TOTAL POINTS AWARDED	1,000	100%	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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

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

Former State Employees (Pub. Contract Code §10411):

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

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

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)

0.00

Section 6 – Paying State Agency**Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

CDCR - Accounting Services Branch

UNIT/SECTION

Accounts Payable B - Client Management Unit

MAILING ADDRESS

10000 Goethe Road

FAX**TELEPHONE** (include area code)

(916) 255-5514

CITY

Sacramento

STATE

CA

ZIP CODE

95827

E-MAIL ADDRESS

ClientManagementUnitVendor@cdcr.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record.

Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME <i>(Required. Do not leave blank.)</i>	TAX ID NUMBER <i>(Required)</i> SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME <i>(If different from above)</i>	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- **The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.**

1	REMITTANCE ADDRESS (number, street, apt or suite no.)		
	CITY	STATE	ZIP CODE
2	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
3	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
4	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
5	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	CONTACT NAME	
	TELEPHONE <i>(Include area code)</i>	EMAIL
2	CONTACT NAME	
	TELEPHONE	EMAIL
3	CONTACT NAME	
	TELEPHONE	EMAIL

Certification*I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.**By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.*

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
SIGNATURE X _____	DATE	TELEPHONE <i>(Include area code)</i>

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.



SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.

LEGAL NAME OF BUSINESS

DBA

FEIN OR SSN NUMBER

BUSINESS PHYSICAL ADDRESS

STREET

CITY

STATE

ZIP

REMIT TO INFORMATION

(WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

COMPANY NAME

STREET(P.O. Box)

CITY

STATE

ZIP

CONTACT INFORMATION

SALES CONTACT PERSON

ACCOUNTING CONTACT PERSON

TITLE

TITLE

PHONE

PHONE

FAX

FAX

SALES E-MAIL ADDRESS

WEB-SITE ADDRESS:

PURCHASING INFORMATION

☐

SERVICE

TYPE OF SERVICE PROVIDED:

☐

COMMODITY

TYPE OF PRODUCT PROVIDED:



SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

BUSINESS DESIGNATION (Fill out only if registered with the Dept. of General Services)

☐ SMALL BUSINESS (SB)	CERTIFICATION # -	EXPIRATION DATE
☐ MICRO BUSINESS (MB)	CERTIFICATION # -	EXPIRATION DATE
☐ DVBE BUSINESS	CERTIFICATION # -	EXPIRATION DATE
☐ SMALL BUSINESS PUBLIC WORK	CERTIFICATION # -	EXPIRATION DATE
☐ NP VETERAN SERVICE AGENCY	CERTIFICATION # -	EXPIRATION DATE
☐ NON-PROFIT RECOGNITION	CERTIFICATION # -	EXPIRATION DATE

TAX INFORMATION (Fill out if you expect a 1099 at the end of the year)

WITHHOLDING TAX INFORMATION	TYPE OF RECIPIENT (PLEASE SELECT ONE/ SHOULD MATCH SECTION 3 OF STD 204)
☐ RENTS	☐ CORPORATION (REGULAR)----- (SELECT "ALL OTHERS" ON 204)
☐ ROYALTIES	☐ MEDICAL CORPORATION----- (SELECT "MEDICAL" ON 204)
☐ OTHER INCOME (PRIZED, AWARDS)	☐ LEGAL CORPORATION----- (SELECT "LEGAL" ON 204)
☐ FISHING BOAT PROCEEDS	☐ NON-PROFIT CORP.----- (SELECT "EXEMPT(N. PROF)" ON 204)
☐ MEDICAL AND HEALTHCARE PAYMENTS	☐ LLC C-CORPORATION ----- (SELECT "ALL OTHERS" ON 204)
☐ NONEMPLOYEE COMPENSATION	☐ LLC S-CORPORATION----- (SELECT "ALL OTHERS" ON 204)
☐ SUBSTITUTE PAYMENTS (DIVIDENDS/INTEREST)	☐ LLC PARTNERSHIP ----- (SELECT "PARTNERSHIP" ON 204)
☐ DIRECT SALES	☐ SINGLE MEMBER LLC ----- (SELECT "SOLE PROP, INDIV LLC" ON 204)
☐ CROP INSURANCE PROCEEDS	☐ TAX EXEMPT ORG. ----- (OTHER THAN NON PROFIT CORP.)
☐ EXCESS GOLDEN PARACHUTE PAYMENTS	☐ INDIVIDUAL/ SOLE PROP-- (SELECT "SOLE PROP, INDIV LLC" ON 204)
☐ GROSS PROCEEDS PAID TO AN ATTORNEY	☐ ESTATE----- (SELECT "ESTATE" ON 204)
☐ STATE TAX WITHHELD	☐ QUALIFIED INTERMEDIARY
	☐ ARTIST OR ATHLETE
	☐ GOVERNMENT OR INT. ORGANIZATION
	☐ NOMINEE
	☐ FIDUCIARY
	☐ AUTHORIZES FOREIGN AGENT
	☐ TYPE OF RECIPIENT UNKNOWN
	☐ PRIVATE FOUNDATION

STOP! Only fill out this section if your company has sold their receivables to another company

FACTORING VENDOR (WHEN A VENDOR SELLS RECEIVABLES TO A THIRD PARTY) ATTACH COPY OF THE LETTER FROM VENDOR NOTIFYING CDCR OF THE ASSIGNMENT

COMPANY NAME	
DBA	
STREET(P.O. Box)	
CITY	
STATE	ZIP

DARFUR CONTRACTING ACT

RFP Number: C5613147-D

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company, or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

Select only one of the following options:

OPTION #1 – NO ACTIVITIES OUTSIDE THE US

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, print your company name, date and signature below:

<i>Company/Vendor Name (Printed)</i>	<i>Date</i>
<i>By (Authorized Signature)</i>	

OPTION #2 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State Of:</i>

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	

IRAN CONTRACTING ACT

RFP Number: C5613147-D

Per Public Contract Code §§ 2200- 2208, prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your company/vendor name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code § 2205)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

OPTION #2 – EXCEPTIONS

Pursuant to Public Contract Code § 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder/ Offerer / Contractor Information

C5613147-D			
Solicitation/ Contract	Number Bidder ID/ Vendor ID (optional)		
Business Name	Business Telephone Number		
Business Address	City	State	Zip Code
Contract / Description of Purchase			

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")?

☐ Yes ☐ No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering	
--	--

2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated OBS 1000.

SignatureDate

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. (GenAI powered, or driven), applications/product owner:
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the OBS 1000

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY
LETTER **A**
COMPANY
LETTER **B**
COMPANY
LETTER **C**
COMPANY
LETTER **D**
COMPANY
LETTER **E**

INSURED:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$
	☐ CLAIMS MADE ☐ OCCUR.				PERSONAL & ADV. INJURIES	\$
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any One person)	\$
					MED. EXPENSE (Any One person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	☐ ANY AUTO				BODILY INJURY (Per Person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per Person)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	☐ GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ UMBRELLA FORM				AGGREGATE	\$
	☐ OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	EACH ACCIDENT				\$	
	DISEASE-POLICY LIMIT				\$	
	DISEASE-EACH EMPLOYEE				\$	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS Re: All operations

The State of California, its officers, agents, employees and servants are hereby named as additional insured but only with respect to work performed for the State of California.

CERTIFICATE HOLDER

California Department of Corrections and Rehabilitation
Office of Business Services
9838 Old Placerville Rd, Suite B
Sacramento, CA 95827
FAX (916) 255-6187

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions:

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ☐ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract?** **Yes** ☐ **No** ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ☐ **No** ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

Non-Small Business Preference Request and Subcontractor Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number: C5613147-D
Total Dollar Value of Subcontractor Use	CDCR Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness (SB/MB) subcontractor or supplier for a CDCR agreement.

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

--

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each SB/MB subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Net Dollar Value of SB/MB Subcontractor Agreement:	Total SB/MB Percentage:	SB/MB Certification #:	SB/MB Certification Expiration Date:
Name of Proposed Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ()	SB/MB E-mail Address (if applicable):	SB/MB Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	Signature of Subcontractor/Supplier Representative:	
For State Use Only Information Verified by:		Date:	

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS
(09/03/09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$500,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$500,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the “Dynamic Small Business Search” button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the “help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:

List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: C5613147-D SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (*Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.*)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____

PRINT**CLEAR**

DVBE Bid Incentive Request and Acknowledgement

Name of Prime Contractor:	CDCR IFB or RFP Number: C5613147-D
---------------------------	---------------------------------------

Completion of this document confirms DVBE BID Incentive request and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed DVBE subcontractor or supplier for a CDCR agreement. Unless otherwise stated, the DVBE incentive shall be equal to a bidder's DVBE participation level. Unless otherwise stated, the DVBE Bid Incentive is subject to a minimum of 3 percent and a maximum of 5 percent during the bid evaluation process. Each named DVBE must have an application on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) by 5:00 p.m. on the day bids are due. If the DVBE is a subcontractor, then they must acknowledge their participation as claimed herein via the DVBE Subcontractor/Supplier Acknowledgement below:

Subcontractor/Supplier Acknowledgement

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

--

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on the DVBE incentive, the bidding firm/contractor is obligated to use each DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Total Dollar Value of DVBE Subcontractor Use:	Total DVBE Percentage:	DVBE Certification #:	DVBE Certification Expiration Date:
Name of Proposed DVBE Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ()	DVBE E-mail Address (if applicable):	DVBE Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	Signature of Subcontractor/Supplier Representative:	
For State Use Only Information Verified by:		Date:	

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

Complete this form to request TACPA preferences for this bid.

 SOLICITATION NUMBER
C5613147-D

AGENCY/DEPT

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

- (1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
- (2) List complete addresses for each firm named below.
- (3) Report projected number of labor hours required to perform the contract for each firm.
- (4) Enter the CENSUS TRACT number.
- (5) Enter the BLOCK GROUP number.
- (6) Identify the California designated TACPA worksite(s) by entering the proper **Criteria** letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
TOTAL PROJECTED LABOR HOURS:					

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's work site eligibility to request an additional 1% to 4% workforce preference in Section II

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

TARGET AREA CONTRACT PREFERENCE ACT PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

Section I Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

- A.** The firm is located in a California eligible distressed area(s).
- B.** The firm will establish a worksite(s) in a California eligible distressed area(s).
- C.** The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.
- D.** The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.
- E.** The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**
- F.** The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary* form (included with this solicitation).

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary* form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

Section II Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

Section III Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to <http://factfinder.census.gov> and click on "Enter a street address" to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

BIDDER'S SUMMARY
Of Contract Activities and Labor Hours**Section I**

SOLICITATION NUMBER

AGENCY/DEPT

C5613147-D

To be eligible for the bidding preferences, the following data/information must be provided AND signed by the BIDDER. Any person furnishing false certifications, willfully providing false information, omitting information, or failing to comply with the preference requirements is subject to sanctions as set forth in the statutes

Section II

The "Bidder's Summary" of the contract activity and employee labor hours must be completed and signed by the Bidder. This form must accompany any bid preference request form(s) (STD 830, STD 831, STD 832) submittal to the designated contracting official at the awarding department.

Report the projected contract labor hours for each contract activity for administration, receiving, order processing, order shipping preparation, and transportation to state delivery point (see reverse for additional information). Report all employee labor hours necessary to perform this contract. Do not include labor-free hours (automated processing/storage time, etc).

Product Type Or Line Item	Contract Quantity (Total Product Units)	Number Of Bidder Contract Labor Hours To Be Used For This Contract						Total Number Of Contract Labor Hours Per Product Type Or Line Item
		Administration	Receiving	Order Processing (pick/pull)	Order Shipping Preparation	Transportation	Other*	
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
GRAND TOTAL (Employee labor hours)								

* EXPLAIN "OTHER" ACTIVITIES OF CONTRACT PERFORMANCE USED MUST BE DEFINED HERE: (Use additional sheets, if necessary)

Section III

To be eligible for bidding preferences, the following certification statement must be complete and signed by the Bidder.

I hereby certify under penalty of perjury that the information and labor hours reported on this form are accurate and complete. I understand that any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the preference statutes may be subject to sanctions as set forth in the statutes.

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE: 	PHONE NUMBER ()	DATE
		FAX NUMBER ()	

BIDDER'S SUMMARY

References and Instructions

The California Legislature has declared that it serves a public purpose and is a benefit to the State to encourage business investment, promote job development, and to facilitate job maintenance in economically distressed areas of the State. It is the intent of the Legislature to further these goals by providing appropriate preferences to California based companies that submit bids or proposals for state contracts to be performed at worksites in economically distressed areas when the contract is for goods or services in excess of \$100,000. To obtain preferences, the bidder must demonstrate that a minimum 50% (for goods contracts) or 90% (for services contracts) of the projected employee labor hours necessary for the contract will be performed within the economically distressed area.

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences¹, the *Bidder's Summary* form must be completed and signed by the bidder for each requested preference. The information provided on this form will be used to evaluate the total number of bidder employee labor hours required to complete the contract.

Section I

Solicitation Number: Enter the solicitation number identified on the front page of the Invitation For Bid for which this form is being submitted.

Agency/Dept: Enter the name of the buying Agency and/or Department (e.g., State and Consumer Services Agency, Department of General Services)

¹ Target Area Contract Preferences Act, GC § 4530 et seq., Enterprise Zone Act GC § 7070 et seq., and/or Local Agency Military Recovery Area Act (LAMBRA), GC § 7118 et seq.

Section II

This section identifies the number of bidder's projected employee labor hours that will be performed for the contract. Hours projected should only be those that the bidder will perform. Do not include manufacturing or any other subcontracted hours.

Product Type or Line Item: List the product type or line item as specified on the solicitation. Separate each product type to match the line items on the solicitation.

Contract Quantity: List the number of product units (i.e., cases, pounds, etc.). Use the same quantity and unit measure used in the state's solicitation.

Hours For This Contract: Enter the projected number of employee contract labor hours expected in the performance of the contract. Hours may include, for example: administrative, receiving (only include hours required to stock receive and/or physically place product into or out of storage), processing orders (pulling or picking) preparation of orders for shipment (routing, master billing, loading trucks), transportation hours (from shipping point to point of delivery) and/or other (contract labor hours identified as "other" must be defined). **Do not include labor hours for time the product is stationary.**

Grand Total: List the total number of employee labor hours for the entire contract period.

Section III

Section III must be completed and signed by the bidder.

PROPOSER'S REFERENCES

Organization's Name:

Address:

Phone:

Email

List three (3) professional references for services provided in accordance with the requirements of the RFP. Attach additional sheets if necessary. The State reserves the right to verify all references provided by the Proposer.

Failure to complete and return this information will cause your proposal to be rejected.

REFERENCE 1

Name of Organization:

Street Address:

City:

State:

Zip:

Contact Person:

Phone Number:

Contact Title:

Email:

Dates of Service:

Agreement/Grant No:

Description of Services:

REFERENCE 2

Name of Organization:

Street Address:

City:

State:

Zip:

Contact Person:

Phone Number:

Contact Title:

Email:

Dates of Service:

Agreement/Grant No:

Description of Services:

REFERENCE 3

Name of Organization:

Street Address:

City:

State:

Zip:

Contact Person:

Phone Number:

Contact Title:

Email:

Dates of Service:

Agreement/Grant No:

Description of Services: