

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Community Solutions Inc. with an address at 175 Addison Road, Suite 3, Windsor CT 06095 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### DESIGNATED REPRESENTATIVE

Lt. Selim Celmeta at phone number (805) 681-4047, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Fernando Muniz, at phone number (860) 683-7100 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                      Selim Celmeta, Lieutenant  
4436-A Calle Real  
Santa Barbara, CA 93110  
Tel: (805) 681-4047

To CONTRACTOR:              Fernando Muniz, CEO  
Community Solutions, Inc.,  
175 Addison Road, Suite 3 Windsor, CT, 06095  
Tel: (860) 683-7100

Or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### TERM

CONTRACTOR shall commence performance on July 1, 2025 and end performance upon completion, but no later than June 30, 2030 unless otherwise directed by COUNTY or unless earlier terminated.

In the event that CDCR wishes to continue DRC services in Santa Barbara County, an additional extension, may be offered and shall be subject to continued funding from CDCR.

### **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

### **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

### **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

### **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### **TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

**COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

**RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon sixty (60) days written notice. During the sixty (60) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within Sixty (60) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

### **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

### **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

### **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**BUSINESS ASSOCIATE**

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

(SIGNATURES ARE ON NEXT PAGE.)

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Community Solutions Inc.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Sheila da Guerra  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: Laura Capps  
Laura Capps, Chair  
Board of Supervisors

Date: 11-18-25

**RECOMMENDED FOR APPROVAL:**

Bill Brown, Sheriff

By: Bill Brown 11.6.25  
Department Head

**CONTRACTOR:**

Community Solutions Inc.

By: Fernando Muniz  
Authorized Representative

Name: FERNANDO MUNIZ

Title: Chief Executive Officer

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: Shawna Jorgensen  
Shawna Jorgensen (Nov 6, 2025 11:51:18 PST)  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: Greg Mulligan  
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Community Solutions Inc.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Laura Capps, Chair  
Board of Supervisors

Date: \_\_\_\_\_

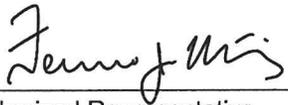
**RECOMMENDED FOR APPROVAL:**

Bill Brown, Sheriff

**CONTRACTOR:**

Community Solutions Inc.

By: \_\_\_\_\_  
Department Head

By:   
Authorized Representative

Name: FERNANDO MUNIZ

Title: Chief Executive Officer

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
Michelle Montez (Nov 5, 2025 13:56:00 PST)  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

# Exhibit A

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

Statement of Work

## EXHIBIT A

### STATEMENT OF WORK

#### I. **GENERAL INFORMATION**

The Contractor agrees to provide Santa Barbara County Sheriff's Office (SBCSO), the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), Day Reporting Center (DRC) program services as described in this Agreement. All program service components shall be in accordance with this Agreement, the attached Agreement No. C561290 between the CDCR and SBSO (Exhibit E), and all applicable local, city, county, state and federal statutes, regulations and ordinances.

##### A. **Agreement Term**

This is a fully executed Agreement with SBCSO for the period of July 1, 2025 through June 30, 2030.

##### B. **Location and Capacity**

The Contractor shall maintain two facility sites within Santa Barbara County to operate the DRC(s) and provide services adequate to serve the number of parolees specified in this invitation. The CONTRACTOR shall accommodate a minimum daily combined capacity of [100] parolees. The DRC shall serve all parolees from outside the county, upon referral from a parolee's Agent of Record (AOR) as approved by SBCSO on a case-by-case basis. Referrals for PC 290 offenders shall also be evaluated by SBCSO on a case-by-case basis.

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

D. **Reductions:** CDCR reserves the right to reduce the contracted services provided by SBCSO, which may include a decrease in the number of parolees or an adjustment in the length of service for each parolee. If the contracted services are reduced by CDCR, SBCSO shall permit the CONTRACTOR to decrease staffing levels proportionately and consistently with the original Agreement. Reductions will require an Amendment to the Agreement and are at the sole discretion of CDCR and SBCSO.

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

F. **Transition of the Agreement to a Successor:** The CONTRACTOR shall have a plan for transition of parolees, parolee records, and data to a successor. The plan shall include the steps that will be taken prior to expiration or termination of this Agreement. The plan shall specify what steps the Contractor will take after termination of the Agreement to continue to provide data and assistance to the successor for a minimum of six (6) weeks after the termination date.

The plan must be approved by SBCSO/CDCR and shall be updated as requested by SBCSO/CDCR during the term of this Agreement. The draft plan is due to the SBCSO for distribution to the DRP Program Analyst(s) within fifty (50) calendar days of execution of this

## EXHIBIT A

### STATEMENT OF WORK

Agreement.

#### II. **INTRODUCTION**

Santa Barbara County Sheriff's Office (SBCSO) has agreed to provide the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP) an array of evidence-based services targeted to address the criminogenic needs of the participating offenders that contribute to re-offending behaviors. The services include, but are not limited to, criminal thinking, anger and aggression, education & vocational needs, substance abuse, and pro-social relationships. These services shall be provided in an effort to assist the participants' successful reintegration into their communities upon release from prison. The goal is to reduce recidivism through effective community reintegration, thereby increasing public safety.

SBCSO has selected Community Solutions, Inc. (CSI) (hereafter CONTRACTOR) as our subcontractor to operate the program and provide the delivery of the services as required by CDCR. SBCSO shall maintain operational control and oversight of the DRC programs and shall remain the primary point of contact between CDCR, SBCSO and the CONTRACTOR.

The services shall be provided in two Day Reporting Center (DRC) environments located within Santa Barbara County. One (1) DRC shall be located in the City of Santa Barbara, and the other in the City of Santa Maria. The Contractor shall accommodate a minimum daily combined capacity of [100] parolees. The DRC shall serve all parolees from outside the county, upon referral from a parolee's Agent of Record (AOR) on a case-by-case basis as approved by SBCSO. Referrals for PC 290 offenders shall be evaluated and approved on a case-by-case basis by SBCSO.

A minimum of 300 male and female participants are to be served annually between the two locations. Each individual DRC location shall have the ability to accommodate 50 participants at any given time.

Approximately 35 percent of program participants will be provided with transitional housing assistance in Reentry and Recovery Housing (RRH) during the service episode. SBCSO has determined that the most efficient way to institute this program effectively, and offer these services in a timely manner, is for the CONTRACTOR to use a private vendor or organization to provide RRH on a bed availability basis, with a set fee per night for each participant referred by the DRC. RRH facilities used on a bed availability, fee per night basis by the CONTRACTOR are not under contract with, and are not affiliated or connected to CSI in any official capacity. All actions performed in the delivery of services at the RRH facilities are the sole responsibility of the RRH facility and the provider employees.

#### III. **SBCSO RESPONSIBILITIES**

- A. Assign a Sheriff's Custody Lieutenant to the DRCs and as the SBCSO primary point of contact for the CONTRACTOR and for CDCR. The Custody Lieutenant shall be the direct designee for SBCSO requirements related to the DRCs and this contract. SBCSO may also assign a budget analyst to assist with administrative duties.
- B. Review the acceptance or denial with the Program Director of sex offenders into the DRCs.
- C. Provide timely processing of CONTRACTOR's monthly invoices for reimbursement of services rendered, and make payments consistent with CDCR reimbursement requirements.

## EXHIBIT A

### STATEMENT OF WORK

- D. Balance CONTRACTOR's monthly invoices to CDCR Quarterly payments to SBCSO, and coordinate corrective action between CONTRACTOR and CDCR to insure complete reimbursement of SBCSO by CDCR for any expenses incurred by the CONTRACTOR.
- E. SBCSO shall, at no charge to the CONTRACTOR, complete the Live Scan on all CONTRACTOR employees and will report the results to the DRP contract analyst.
- F. CDCR shall be responsible for the Live Scan on all Reentry and Recovery Housing (RRH) representatives.
- G. Notify the DRP Program Manager within 24 hours of all arrests of current DRC employees. Notification of all convictions of current DRC employees for any misdemeanor or felony shall be provided within 10 working days of the conviction.

#### IV. **CONTRACTOR RESPONSIBILITIES**

##### A. **Organization**

###### 1. **Experience and Knowledge**

The CONTRACTOR's administrative experience shall include all administrative functions of a project, including fiscal, accounting and budgeting, personnel, and contract or grant management. The CONTRACTOR shall be an organization that has at least five (5) years of experience with the criminal justice population in the following:

- a. administration of contracts;
- b. grants or awards for service delivery of a similar size, scope, and funding;
- c. providing substance abuse prevention planning and education; and
- d. cognitive behavioral therapy services.

#### V. **PERSONNEL**

##### A. **Staffing Plan**

The CONTRACTOR shall staff the DRC at the level necessary to meet the contract requirements. The CONTRACTOR shall submit a detailed staffing plan and an organization chart to include the key positions listed below and all other positions necessary to staff the DRC at an appropriate level.

The CONTRACTOR shall submit job descriptions on all key positions. The job descriptions must include the minimum qualifications and the tasks associated with each position.

The Staffing Plan shall address the CONTRACTOR's and/or their Subcontractors' ability to maintain full staffing levels of all program components and include the recruitment and selection process for new hires and the ability to staff the program at the level necessary to meet contractual obligations. One full-time (100 percent) equivalent position = 40 hour workweek. This includes the management of fractional time base assignments, number of positions, and the sharing of specific duties between positions that support the full utilization of all assigned positions.

## EXHIBIT A

### STATEMENT OF WORK

The on-site parolee-to-staff ratio shall not exceed 18:1. Any deviation from this ratio shall be preapproved by SBCSO and CDCR.

Parolee to Caseworker caseload is 40:1. An exception may be granted, based on assessed need, and shall be permitted with prior written approval by SBCSO and the DRP Analyst.

The Staffing Plan shall address contingencies for staffing shortages or other operational emergencies. Revisions shall be approved by SBCSO and DRP prior to implementation.

The CONTRACTOR shall submit job descriptions on all staff positions at the time of proposal submission. The job descriptions must include the minimum qualifications and the tasks associated with each position.

Copies of the employment applications and/or educational transcripts documenting working experience and/or education used to meet the requirements for each position shall also be submitted at time of award of this Agreement for SBCSO review and approval.

The CONTRACTOR shall ensure employment of professional, competent, skilled staff and have a plan for staff performance and disciplinary reporting. All staff shall satisfy requirements for security clearances, training, certification, and professional development as defined by the SBCSO and CDCR rules and regulations.

Based on modality, program size and delivery of services for each DRC facility, the CONTRACTOR shall utilize the staff positions identified below to ensure program components are delivered effectively.

#### **B. Vacancies**

DRC staff vacancies shall be brought to the immediate attention of SBCSO. Vacancies in excess of sixty (60) calendar days require the immediate recruitment of new, qualified staff, and shall be filled within ninety (90) calendar days from the date of initial vacancy. The CONTRACTOR may fill temporary vacancies internally by a temporary reassignment of existing qualified staff who meet 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 SBCSO on a case-by-case basis.

#### **C. Hiring**

At time of contract commencement or prior to hiring a candidate to fill a position within the DRC the CONTRACTOR shall ensure a hiring package is submitted to SBCSO. The DRC's will provide Reentry and Recovery Housing (RRH) on a bed availability basis. The RRH facility is not under contract with the CONTRACTOR and remains an independent entity from the CONTRACTOR. However, should the DRP Program Analyst require RRH representative information, the following shall be submitted to CDCR, through the use of the Automated Reentry Management System (ARMS):

1. Application, résumé, transcripts, diplomas, job description, certifications, and other documents as needed.

## EXHIBIT A

### STATEMENT OF WORK

- Specifically for staff at the RRH facilities the CONTRACTOR shall ensure the Authorization for Security Clearance is provided with the hiring package. DRP Program Analyst will approve the RRH staff, volunteers, and any individual who will be in regular contact with the parolees through the RRH, and process the candidate for Provisional Clearance.

An ex-offender whose assigned DRC 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, the County or the CONTRACTOR. Evidence of the bond shall be supplied to DRP through SBCSO prior to employment of the ex-offender.

#### **D. Minimum Qualification Waivers**

The CONTRACTOR shall make reasonable attempts to fill all position(s) with a qualified candidate(s). Upon approval of SBCSO, the CONTRACTOR may submit a request through ARMS on Minimum Qualification (MQ) Waiver Form to the DRP Program Analyst 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 one (1) year) while the CONTRACTOR continues to seek a qualified individual or until the hired individual becomes qualified, whichever occurs first. For example: The minimum requirements for a waiver on the counselor position are a high school diploma or equivalent and registration to obtain a certification. A waiver of the minimum qualifications must be approved by the Community and Reentry Services (CRS) Chief or designee.

#### **E. Provisional Clearances**

CONTRACTOR staff, volunteers, and any individual who will be in regular contact with the parolees through the DRC shall be provisionally cleared. SBCSO and CDCR reserves the right to approve or deny any provisional clearances and has the authority to immediately terminate provisional clearances.

The CONTRACTOR shall develop and implement written Provisional Clearance policies and procedures that include, but are not limited to, the following:

- The Authorization for Security Clearance shall be submitted as indicated in the hiring package for any individual who will be working in regular contact with the Parolees.
- The CONTRACTOR shall receive in writing provisional clearance approval from SBCSO or DRP prior to staff working with CDCR Parolees.
- All provisional clearance approval or denial documentation shall be maintained in the employment file.
- Until the formal Security Clearance/Live Scan is approved, the CONTRACTOR shall ensure the provisional clearance is renewed as necessary.

#### **F. Security Clearance/Live Scan**

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

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SBCSO will perform all Live Scan Security Clearances, in accordance with the minimum criteria beginning with number six (6) listed in this section, for potential staff, volunteers and any individual who will be in regular contact with the Parolees who will be assigned to work at the **DRC** site(s).

Should the DRP Program Analyst require RRH Security Clearances, the CONTRACTOR and SBCSO shall ensure a Security Clearance is completed by CDCR in accordance with the language listed in this section for all potential staff, volunteers and any individual who will be in regular contact with the Parolees who will be assigned to work at the **RRH** site(s).

The CONTRACTOR shall develop and implement written Security Clearance/Live Scan policies and procedures that include, but are not limited to the following:

1. All current and potential staff, volunteers and any individual who will be in regular contact with the Parolees shall undergo a thorough security clearance.

**DRC Staff:**

- a. All Live Scan fees associated with the background check for DRC assignment shall be completed at an SBCSO Live Scan site and fees will be waived by SBCSO.
- b. SBCSO will approve or deny all security clearances for the DRC staff.

**RRH Staff:**

The DRC's will provide Reentry and Recovery Housing (RRH) on a bed availability basis. Should the DRP Program Analyst require RRH Security Clearances, the following processes shall be followed:

- a. All Live Scan fees associated with the background check for RRH assignment shall be borne by the RRH site.
  - b. Once the CONTRACTOR obtains the provisional clearance approval documentation, CDCR will provide the Request for Live Scan Service.
  - c. Potential staff shall take the Request for Live Scan Service to a Live Scan location approved by the Department of Justice (DOJ).
  - d. Once the Live Scan is complete, the CONTRACTOR shall return the completed Request for Live Scan Service form to DRPCRSLS@cdcr.ca.gov and fax to the Office of Peace Officer Selection at (916) 255-3302 within twenty-four (24) hours of completion.
  - e. CDCR will approve or deny all RRH security clearances.
2. Criteria for denial or approval of security clearances include, but are not limited to, the following:
    - a. The CONTRACTOR shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of Penal Code (PC) Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners, offenses).

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3. Certain applicants, volunteers, and Subcontractors will require DRP management review as a result of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. The DRP Chief or designee, shall review the following ex-offenders on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with DRP Parolees:
  - a. Ex-offenders that fall under Penal Code Section 457.1 shall have completed registration requirements, and employment will not violate those requirements.
  - b. Ex-offenders with a conviction history involving a serious felony offense as defined by PC 1192.7.
  - c. Ex-offenders with a conviction history involving a violent felony offense as defined by PC 667.5(c).
4. Ex-offenders who are on active parole or probation will require DRP management review as a result of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts.

The DRP Deputy Director and the Division of Adult Parole Operations (DAPO) Deputy Director or designee(s) shall review the following ex-offenders on a case-by-case basis, and provide a written determination of whether or not the applicant will be approved to work with DRP Parolees. The approval will be consistent with the Department Operating Manual, regulations, the statutes, and meet the following criteria:

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

#### **G. Staff Training**

The CONTRACTOR shall ensure all staff receives initial and ongoing training within thirty (30) calendar days of hire or within thirty (30) calendar days of contract execution. The CONTRACTOR may request an extension in writing from the Program Analyst; requests will be reviewed on a case-by-case basis. All training documentation shall be placed in the

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employee personnel file and input into ARMS. At a minimum, each employee shall receive training in the following:

1. Employee Orientation
2. CPR/First Aid
3. Motivational Interviewing (MI)
4. Sexual Harassment Prevention
5. Emergency Procedures
6. Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
7. Health Insurance Portability Accountability Act (Title 45 CFR Part 164)

#### H. Requirements

1. The CONTRACTOR shall ensure the following:
  - a. Personnel records shall be complete and maintained for each employee and shall be available to SBCSO and CDCR for review.
  - b. Performance evaluations shall be conducted annually, documented, and retained in personnel files.
  - c. Notify SBCSO and DRP Program Analyst(s) in writing of any resignation, reassignment or dismissal of any required personnel identified within twenty-four (24) hours of the action, no later than the next business day.
  - d. Provide a copy of the Employee Handbook to SBCSO within forty-five (45) calendar days of award of this Agreement. All updates, revisions, and modifications shall be provided to SBCSO within five (5) calendar days. The Employee Handbook shall be reviewed and approved by SBCSO and CDCR.
  - e. The Contractor shall establish minimum competencies for staff positions providing services to Parolees. Competencies shall be expressed in terms of knowledge, skills, abilities, experience and education. Minimum competencies for staff working directly with Parolees shall include a high school diploma or equivalent.
  - f. Recruitment, selection, hiring, training, supervision and retention of staff necessary to carry out all functions of the Agreement. The CONTRACTOR shall employ a sufficient number of staff to ensure all program components are delivered in accordance to the Agreement. Ensure that all staff responsible for program curriculum delivery requirements in accordance with the Agreement.
  - g. The CONTRACTOR shall provide DRC staff with initial and bi-annual in-service training regarding the background and purpose of the DRC, SBCSO and CDCR policies and procedures, the principles of evidence- based programming, the application of any DRC program forms, and the characteristics of the services offered.

#### I. Policy and Procedure

At the time of award, and within twenty-four (24) hours of organizational updates, the CONTRACTOR shall provide to SBCSO, written personnel policies and procedures that include, but are not limited to, the following:

1. Development and maintenance of personnel files.
2. Development, maintenance and training of Employee Orientation.
3. Performance evaluation process.

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4. Development and maintenance of “drug free workplace”. Prospective and current staff shall comply and acknowledge receipt of the “drug free workplace” policy. A signed copy shall be maintained in the employee’s personnel file.
5. Work hours
6. Staff benefits (e.g., vacation, sick leave, insurance, retirement, etc.)
7. Promotions
8. Pay increases
9. Hiring and termination conditions and requirements.
10. Provision of recruitment, selection, hiring, training, supervision and retention of staff.
11. The CONTRACTOR shall have a written sexual harassment policy in compliance with SBCSO and CDCR policy and procedures and state/federal laws.
12. The CONTRACTOR shall not discriminate against any employee or job applicant based on race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.
13. The CONTRACTOR shall establish written policy and procedures in compliance with SBCSO and CDCR policy and procedures, which prohibit DRC employees from fraternizing with Parolees and their families.
14. The CONTRACTOR shall establish a written contingency plan to be implemented in the event of employee job actions, which may disrupt the facility’s daily operation (e.g., strikes, sick-outs, sit-ins).
15. The CONTRACTOR shall establish an employee grievance procedure to address unresolved labor issues.

#### J. DRC Required Staffing

##### 1. Program Director/Center Manager

The DRC Program Director/Center Manager is responsible for the overall administration of the DRC program. Working with Santa Barbara County Sheriff’s Department and CDCR, the planning direction, and coordination of all program activities shall be the direct responsibility of this position. This position is responsible for the selection and training of staff, monitoring program effectiveness, supervision of the Case Worker, negotiating housing with RRH staff, coordinating invoices, submitting required reports, and managing all required contract services.

Responsibilities include, but not limited to, the following:

- a. Development, management and oversight of all contracted and subcontracted facilities and services.
- b. Ensure the efficient operations of contracted and subcontracted facilities.
- c. Supervise all program staff positions.
- d. Remain responsible for logistics related to food, program equipment and compliance with the Agreement.
- e. Development of quality control procedures to ensure high quality service.
- f. Assist in resolving programmatic and personnel problems.
- g. Conduct staff meetings with all employees to discuss personnel and program issues and assign other duties as needed.
- h. Remain knowledgeable in the programmatic process and be able to define and identify program methodology, counseling modalities, program design needs, the various facets

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of the program and the principles and techniques of individual counseling and small and large group counseling.

- i. Manage caseworker functions and supervise caseworker staff.
- j. Ensure the Case Management Plan (CMP) is being followed.
- k. Participate in case conferences.
- l. Make appropriate referrals to outside agencies as necessary.

#### **Minimum Qualifications:**

It is desired, but not mandatory, to possess an Alcohol and Drug Counselor Certification from an accredited certifying organization.

The Program Director/Center Manager shall possess a four (4) year degree in the Social Sciences or a related field and two (2) years of experience working with a criminal justice population. Additional experience may be substituted for education on a year for year basis, or Possess six (6) cumulative years of full-time administrative experience with a criminal justice population.

#### **2. Caseworker**

This position shall be responsible of assessing client needs, evoking motivation to change, problem-solving, information giving, and referrals other outreach programs. Parolee to Caseworker caseload ratio is 40:1.

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

- a. Provide face-to-face services to the DRC parolees’;
- b. Develop CMPs for parolees;
- c. Develop and monitor the parolee’s progress relative to their CMP;
- d. Make appropriate referrals to outside agencies;
- e. Maintain progress notes in parolee files;
- f. Keep the AOR apprised of parolee’s progress; and
- g. Develop an exit plan to include discharge and aftercare information.

#### **Minimum Qualifications:**

The Caseworker shall possess an Associates of Arts or Associates of Sciences degree from a granting institution accredited by the WASC or equivalent and a minimum of two (2) years of experience working with the criminal justice population; or shall possess a high school diploma, or its equivalent, and a minimum of four (4) years of experience working in a similar position with the criminal justice population.

#### **3. Job Developer**

The Job Developer shall provide direct services to Parolees who have demonstrated that they are ready to transition to employment.

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

- a. Assess parolee to determine training and Career Technical Education (CTE) needs;
- b. Assist in formulating plans to achieve occupational goals and refer parolees to appropriate employers, training and educational facilities or other community agencies and organizations;

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- c. Develop a network of prospective employers (e.g., trade associations, labor unions) within the Program Area that will work with Parolees to secure gainful employment;
- d. Liaison with SBCSO, DAPO and DRP on participant employment related policy issues as directed by the Center Manager;
- e. Collect and maintain employment data for the Program Area;
- f. Provide counseling to assist parolees in analyzing and evaluating their skills and aptitudes for employability;
- g. Provide information on occupational opportunities, job requirements, training and rehabilitation resources;
- h. Provide employment services including résumé writing, mock interviews, time management, how to get along with others in a work environment, and how to follow instructions;
- i. Assist parolee with assembling documents as necessary to legally work within California (e.g. California ID, Social Security Card, etc.);
- j. Mentor the parolee in disclosing appropriate information regarding past convictions and/or parole status to the employer;
- k. Work with parolee once they have been employed to address issues that may arise after job placement;
- l. Obtain verification of parolee employment; and
- m. Identify and establish a working relationship with local area employers to assist with the recruitment of parolees.

#### **Minimum Qualifications:**

The Job Developer shall possess a BA or BS degree from a granting institution accredited by the WASC or equivalent and a minimum of one (1) year of experience as a Job Developer or similar position; or shall possess a high school diploma, or its equivalent, and a minimum of four (4) years of experience as a Job Developer or similar position.

#### **4. Certified Alcohol and Other Drug Counselors**

The Alcohol and Other Drug (AOD) Counselors are responsible for the delivery of the face-to-face substance use disorder activities with Parolees. The counselor to participant caseload ratios shall not exceed 1 to 40. This position is a key position of the CONTRACTOR's staff if Substance Use Disorder (SUD) services are provided by the CONTRACTOR on site.

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

- a. Conduct initial interviews/assessments of Parolees assigned to the program;
- b. Conduct group substance abuse counseling sessions, at a 1 to 18 ratio for group sessions;
- c. Prepare a detailed specific substance use disorder plan for each parolee on his/her caseload;
- d. Evaluate the progress of each participant through bi-weekly one- on-one counseling sessions;
- e. Work with the participant's family to create a support network for the participant's return to the community;
- f. Notify the Supervisor of any problems/issues involving any program or parolee services; and,

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- g. Conduct initial interviews of parolee assigned to the SUD program.

**Minimum Qualifications:**

The Certified AOD Counselor shall possess an Associate of Arts or Associate of Sciences degree from a granting institution accredited by the WASC or equivalent and/or high school diploma or equivalent; and a minimum of three (3) years of full time experience of counseling duties with a criminal justice population in a substance abuse program; and have an Certified AOD Counselor Certification by an agency approved and recognized by the California Department of Health Care Services (DHCS). Additionally, applicants who have completed the Offender Mentor Certification Program (OMCP) and having obtained AOD Certification may be considered for this position.

Staff providing Substance Use Disorder (SUD) counseling services such as: intake, assessments, management planning, individual or group counseling, or transitional planning to the Parolees are required to have an AOD certification from an accredited organization recognized by the Department of Health Care Services (DHCS) within six (6) months of hire. Licensed professionals, including licensed physicians, psychologists, clinical social workers, and registered interns are exempt from this certification requirement.

**5. Cognitive Behavioral Therapy (CBT) Facilitator(s)**

The Cognitive Behavioral Therapy (CBT) Facilitator is responsible to facilitate the delivery of CBT curriculum to the Parolees. The facilitator to participant ratio shall be no greater than 1:18 staff to participant.

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

- a. Be trained as facilitators in the evidence-based CBT curricula selected to address Anger Management, Criminal Thinking and Family Relationships;
- b. Deliver the selected evidence-based CBT programs;
- c. Deliver Life Skills program to Parolees;
- d. Evaluate progress of Parolees with Case Manager and AOD Counselor;
- e. Work with Parolees on their Case Management Plans (CMP); and,
- f. Conduct group and individual meetings utilizing MI techniques.

**Minimum Qualifications:**

The CBT Facilitator shall possess an Associates of Arts or Associates of Sciences degree from a granting institution accredited by the WASC or equivalent and a minimum of two (2) years of experience working with the criminal justice population; or shall possess a high school diploma, or its equivalent, and a minimum of four (4) years of experience working in a similar position with the criminal justice population.

**VI. PROGRAM DESIGN**

The CONTRACTOR shall ensure the design, development, and implementation of programs, policies and procedures that are evidence-based, gender-responsive, trauma-informed, culturally competent, family-focused, strength based, while employing MI techniques.

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The CONTRACTOR shall provide, at time of contract execution, policies and procedures describing each activity identified in this section. The CONTRACTOR shall ensure all programming incorporates, at a minimum, the following:

**A. Evidence Based Programs (EBP)**

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

The CONTRACTOR shall ensure the utilization of EBP through appropriate training and technical assistance to ensure programming is implemented with fidelity to the model to achieve the desired outcomes. The CONTRACTOR shall bear all costs related to implementation and maintaining the integrity/delivery of programming.

**B. Evidence-Based Curriculum**

All program components delivered by the CONTRACTOR shall be evidence-based curricula selected from the Pew-MacArthur Results First Clearinghouse Database that show positive effects or promising practices at the intervention or curricula level. The curriculum shall be submitted for approval for use to DRP; Staff Services Manager II, or designee. Only approved curriculum shall be used in the delivery of the program components.

**C. Gender Responsivity**

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

**D. Cultural Competence**

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

**E. Trauma Informed**

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

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#### **F. Family-Focused**

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

#### **G. Strength-Based**

The CONTRACTOR shall ensure the provision of services, which build upon the participant's strengths in order to raise motivation for participation by empowering Parolees to recognize personal responsibility and accountability, while providing positive behavior support through peers or mentors with the utilization of positive reinforcements.

#### **H. Motivational Interviewing Techniques**

The CONTRACTOR shall employ MI techniques to initiate and maintain Parolees' behavior changes throughout the duration of programming services.

### **VII. PLACEMENT, PLANNING AND ORIENTATION SERVICES**

#### **A. Eligibility & Referrals**

All parolees are eligible for the programs and services available through DRC; however, SBCSO or CDCR shall have the final decision regarding placement referrals and retains the right to remove parolees from the program at any time. SBCSO and CDCR reserves the right to approve or deny any placement.

The CONTRACTOR shall accept placement referrals and coordinate intake from the parolee's AOR. All placement referrals shall be confirmed with an Activity Report CDCR Form 1502. The CONTRACTOR shall ensure each referral is administratively processed within three (3) business days of receipt, based on information received from CDCR. The participant shall receive initial placement upon release or as defined by the referral documents. The CONTRACTOR shall provide reasonable accommodations for Parolees with disabilities eligible to receive services.

#### **B. Intake and Secondary Assessment**

1. The CONTRACTOR shall ensure within the first 24 hours of the parolee's arrival to the DRC, excluding weekends and official holidays, that an intake is complete.
2. The CONTRACTOR shall use an evidence-based, secondary assessment tool to determine the extent of the parolee's specific program need(s). The results of the assessment shall be used to develop the goals and objectives of the CMP. The CONTRACTOR shall ensure the assessment results and its significance in the development of the CMP are understood by staff.
3. The CONTRACTOR shall complete the secondary assessment within seven (7) business days of intake.
4. A copy of the completed assessment shall be placed in the CMP file, input into ARMS and provided to the CBP for each participant.
5. DRP reserves the right to change the specified assessment tool used, and/or require

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additional assessments with a 30-day notice to the CONTRACTOR.

#### C. Orientation

1. Develop and ensure that all parolees receive an Orientation Program Handbook immediately upon arrival. The handbook shall include, but is not limited to:
  - a. Policies and procedures governing personal conduct;
  - b. Employment, education, and counseling;
  - c. Medi-Cal enrollment, self-improvement, and substance abuse education & relapse prevention;
  - d. Victim awareness, mail, visiting, and use of facility telephones;
  - e. Appeals, daily activities, passes, and substance abuse testing;
  - f. Paid employment, maximum amount of cash permitted onsite, parolee grievance process and the role of each staff person at the facility.
2. Conduct an initial orientation within 24 hours of the parolee's arrival at the DRC facility, excluding weekends and official holidays. At a minimum, the orientation shall consist of clear expectations of the parolee, program rules and a review of the Orientation Program Handbook.
3. An acknowledgment of the orientation shall be signed by the staff person conducting the orientation and the parolees and retained in the parolees file.
4. Provide a copy of the Orientation Program Handbook to the DRP Program Analyst(s) within 30 calendar days after contract commencement. Handbook shall be reviewed and approved by DRP Analyst. All updates, revisions and modifications shall be approved by and provided to CDCR within 30 days.

#### D. Case Management

1. Case Management Plan (CMP)

Upon completion of the secondary assessment(s), the contract staff shall prepare a written individualized CMP for each parolee within ten (10) business days of intake. The CMP shall address the individual needs of the parolee and shall target each need based on the results of both the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) and the secondary assessment(s). The CMP shall consist of the following elements (at a minimum):

  - a. Participant's name: first and last;
  - b. Participant's CDCR number;
  - c. Rehabilitation programming goals and objectives;
  - d. Specific action items to achieve each goals and objectives;
  - e. Target date(s) for achieving each goals and objectives; and,
  - f. Date of completion for each goal.

A copy of the current CMP shall be maintained in the participant's file unless otherwise approved by the Program Analyst in writing and in ARMS, through the use of action plan related forms. A copy of the assessment results and the CMP shall be provided to the SBCSO and AOR upon request.

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#### 2. Case Management Sessions

The CONTRACTOR shall provide, at a minimum, one (1) case management session per month with each participant. The CONTRACTOR shall update the CMP and the discharge plan during monthly one-on-one Case Management sessions. The updated CMP shall be signed and dated by the parolee and the Counselor. Each session must be documented in ARMS, through the use of a case note form.

#### E. Discharge Plan

The CONTRACTOR is responsible to ensure every participant shall have a discharge plan to be initiated within thirty (30) calendar days of admission to the program with updates occurring every thirty (30) calendar days thereafter. Parolees shall be involved in creating and updating discharges plans with their assigned counselor. A copy of the discharge plan shall be maintained in the participant's file unless otherwise approved by the Program Analyst in writing.

All discharge plans shall be input in ARMS and include, but are not limited to, the following:

1. Residency accommodations;
2. Mental health/medical information;
3. Employment;
4. Continued education; (if applicable)
5. Transportation options;
6. Substance Use Disorder maintenance to include, at a minimum;
7. List of local area self-help group meetings; and,
8. Relapse prevention information.

#### F. Exit Interview

The CONTRACTOR shall conduct exit interviews and provide certificates of completion to parolees who complete all of the components listed in their CMP.

### VIII. PROGRAMMING COMPONENTS

The CONTRACTOR shall ensure the administration of curriculum, management of the program and reporting of each participant enrolled. The CONTRACTOR shall develop and maintain policy and procedures describing in detail how programming services will be monitored to ensure successful programming and contract compliance. Parolees shall only be placed into those services that will address assessed needs.

Development and implementation of programming services shall include, but are not limited to, the following:

#### A. Programming Requirements

1. All programming components shall be provided on-site at the DRC unless prior written approval is received by the DRP Program Analyst;
2. Programming services are to be interactive with active participation offered on an open entry/open exit basis, if possible;
3. Parolees are engaged throughout each program day in program-related activities and services;
4. All programming services shall be documented through the use of ARMS;

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5. Programming shall be provided twice daily for a minimum duration of (2) hours, Monday through Friday, with morning and evening programming available;
6. Weekend programming shall be provided once daily, for a minimum duration of two (2) hours, on Saturday;
7. An alternate program track for those Parolees who have already completed a treatment regimen while in prison is available; and
8. All materials (e.g., workbooks, videos) to be utilized for the required programming are made available to the Parolees.

#### **B. Cognitive Behavioral Therapy Based Interventions**

The CONTRACTOR shall provide evidence-based interventions based on the principles of CBT to encourage parolees 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 parolees interpret social cues, identify and compensate for distortions and errors in thinking, generate alternative solutions, and make decisions about appropriate behavior. The CONTRACTOR shall administer the curriculum, manage the program and report on each parolee enrolled by making notations in parolees' CMP.

At a minimum, the CBT curricula shall include:

##### **1. Anger Management**

The CONTRACTOR shall provide CBT curriculum to include anger management programming to address parolees who have aggressive and anti-social behavior. The goal shall be to help displace out-of-control destructive behaviors with constructive pro-social behavior.

##### **2. Criminal Thinking**

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

##### **3. Family Relationships**

Family Relationships session is a delivery method to address participants that are estranged from and/or have dysfunctional family relationships. The curricula shall include, at a minimum, family and parenting skills. The CONTRACTOR shall provide liaison services between participants and their families. The goal is to strengthen and/or renew family foundations by minimizing stress and anxiety during parole and promoting healthy family values and parenting skills.

#### **C. Substance Use Disorder (SUD) Services**

The CONTRACTOR shall provide non-residential (outpatient) SUD services to those parolees assessed with a SUD need. SUD services shall be provided in both group and individual sessions and shall include at a minimum substance abuse education, relapse prevention and planning services. Attendance shall be according to a planned and specified schedule as identified in the Participant's CMP.

The CONTRACTOR shall ensure the following:

1. SUD services are provided on site at the DRC or via a Subcontractor.
2. Subcontracted services shall be documented and kept on file at the DRC.

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3. All SUD services are provided by a certified alcohol and drug counselor, per CCR Title 9, Chapter 8. Documentation verifying the staff member is certified must be kept on file at the DRC.
4. Written policies and procedures pertaining to SUD services shall be placed in an operations manual located on site at the DRC facility.

#### **D. Alcohol and Drug Screening**

The CONTRACTOR shall use a non-invasive alcohol and drug screening process to test Parolees for alcohol and/or illicit drug use. All test results shall be input into ARMS.

1. The CONTRACTOR shall test parolees on a random basis and for probable cause if behavior is exhibited consistent with being under the influence.
2. The CONTRACTOR and/or their Subcontractors may utilize Instant Test Urinalysis (UA) Test Strips.
3. All Parolees who test positive for alcohol or illicit drugs shall be reported to the AOR within twenty-four (24) hours.
4. Any parolees refusing to test shall be reported to the AOR/Officer of the Day/Unit Supervisor immediately.

#### **E. Life Skills**

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

1. Effective Communication;
2. Victim Awareness;
3. Healthy Relationships and Counseling Services;
4. Health and Personal Hygiene; and
5. Financial Literacy.

#### **F. Education / Literacy**

The CONTRACTOR shall provide education services. The CONTRACTOR shall ensure the curriculum used focuses on basic proficiency in reading, writing, math and employability skills. The CONTRACTOR shall use an evidence-based reading instruction program or provide access through community partnerships with our local colleges. If providing evidence-based reading instruction on site, the CONTRACTOR shall use evidence-based assessments practices while providing additional instruction in reading comprehension to increase High School Equivalence (GED/HiSet/TASC) passage rates.

The CONTRACTOR shall assess the parolee's educational needs and ensure the parolee receives the appropriate level of education services. Through partnerships with Santa Barbara City College and Alan Hancock College, the Contractor shall refer those DRC participants who need educational services to these locations.

The Case Manager shall monitor and document participant progress toward stated educational goals in the CMP.

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#### G. Employment Services

##### 1. Job Development

The CONTRACTOR shall offer a variety of resources to transition parolees into long-term sustainable work. The CONTRACTOR shall provide a structured employment program with assistance from the Job Developer. The CONTRACTOR shall assist the parolees in enrolling in any career technical education and/or college courses.

##### 2. Employment Skills

The CONTRACTOR shall evaluate and determine unemployed parolee's skills. The CONTRACTOR shall take into consideration their assessed needs based upon any career technical education, college courses and/or degrees or training received while incarcerated. This programming shall include, but is not limited to:

- a. Employment Preparation;
- b. Résumé Writing;
- c. Social Skills;
- d. Interviewing Skills; and
- e. Job Searching.

#### H. Transitional Job Program

The CONTRACTOR shall work with local employers to develop and implement a transitional job program that will make entry-level employment opportunities available to eligible parolees while they are searching for long-term, sustainable employment.

##### 1. Job Placement

The CONTRACTOR shall actively seek long-term, full-time employment opportunities for parolees. The CONTRACTOR shall track and report data on parolee's training and transition to long-term, sustainable work, including job placement and retention.

##### 2. Caltrans Parolee Work Crew Program (if applicable)

CDCR and the California Department of Transportation (Caltrans) have established Parolee Work Crew Program to perform litter abatement activities in various locations throughout the State. If a Caltrans Parolee Work Crew Program becomes available within the pre-defined radius of the DRC site(s) the requirements are as follows:

The CONTRACTOR shall support and work in collaboration with CDCR, Caltrans and designated work crew contractors in supporting and incorporating all program processes and activities associated the Caltrans Work Crew Program.

With the approval of the DRC Caseworker and the AOR, parolees participating in the DRC employment component shall be eligible to participate in the Caltrans Work Crew. The CONTRACTOR shall accommodate and incorporate Caltrans Work Crew activities into the DRC programming schedules.

Parolee participation in the Caltrans Work Crew component is limited to parolees who are actively enrolled and have participated consistently in programming at the DRC for no less than 30 days.

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While on the Caltrans Work Crew, parolees shall continue to be consistently engaged in DRC programming as determined by the DRC Caseworker.

The CONTRACTOR shall ensure eligible parolees are afforded the opportunity to participate on the Caltrans Work Crew.

All Caltrans Parolee Work Crew Program contractual requirements will be provided if made available.

#### I. **52-Week Batterer's Program**

The CONTRACTOR shall make available a CDCR or court-approved 52-Week Batterer's Program for parolees who have a case history of inflicting domestic violence on others, or who have a special condition of parole to attend a Batterer's Program.

1. The CONTRACTOR /Subcontractor must be certified as an approved Batterer's Program provider per PC Section 1203.098. The provisions of the Batterer's Program shall be administered pursuant to PC Section 1203.097.
2. Subcontracted services shall be documented and kept on file at the DRC.
3. If the CONTRACTOR administers the program on site, the services may be provided by any DRC contracted staff, as long as they are qualified as a certified instructor and meets the criteria outlined in PC Section 1203.098. Documentation verifying the staff member is a certified instructor must be kept on file at the DRC.
4. Program participation time may be extended by DRP

#### J. **Parolee Transportation**

The CONTRACTOR shall ensure parolees have transportation to attend the DRC as well as community resource appointments, job interviews, job fairs, and other employment related activities through the use of public transportation (i.e. bus tokens) or by contracted transportation. Public Transportation must be located within one half mile of the DRC facility.

If bus tokens are provided, they should not exceed two (2) tokens per day unless otherwise described in the policies and procedures as to when a parolee is eligible for more than two (2) tokens per day.

The CONTRACTOR shall complete the Bus Token Log identifying the following:

1. Parolees name and signature;
2. CDCR number;
3. Date issued; and,
4. Reason the token was issued.

#### K. **Positive Reinforcements/Motivational Incentives**

The CONTRACTOR shall have a plan to encourage enrollment, attendance, and completion through the use of Positive Reinforcements and Motivational Incentives. Motivational Incentives may be acquired through donation or purchase. Vouchers/gift cards shall not exceed a face value of \$50.00 without prior written CDCR approval. No

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direct cash awards to Parolees are allowed. The CONTRACTOR shall maintain written policies and procedures on the Motivational Incentive program.

Positive reinforcements and Motivational Incentives may include, but are not limited to, the following:

1. Positive verbal motivations;
2. Certificates of completion;
3. Graduation ceremonies;
4. Work equipment/attire;
5. Enrollment in community college with purchase of books; and,
6. Purchased goods from Amazon, Walmart or Target.

All incentives shall be documented on the Motivational Incentives Log including the parolee's name and CDCR number, which shall be submitted with the CONTRACTOR's monthly invoice. The CONTRACTOR shall maintain onsite written policies and procedures in their operations manual on its Motivational Incentives Program.

#### **L. Community Services Partnerships**

The CONTRACTOR shall maintain community resources in which parolees can be referred outside of the DRC. These community resources must include, but are not limited to: medical and mental health services, food and clothes banks, volunteer work, and benefits such as food stamps for parolees. The CONTRACTOR shall have a policy in place to refer parolees to local, charitable organizations for clothing needs.

#### **M. Reentry Resource Center (RRC) Program Services**

The Reentry Resource Center (RRC), integrated into the Day Reporting Center (DRC) model, provides drop-in access to reentry support services for parole-supervised individuals. Operating under a no-wrong-door approach, the RRC enhances DRC services by offering flexible access points through both 1502-referral and direct engagement.

##### **Services Include:**

- **Community Referrals:** Connection to housing, employment, healthcare, and social services, with staff support encouraging client independence.
- **Employment Readiness:** Resume templates, job search support, and access to a computer usage.
- **Basic Needs:** Hygiene kits, food, clothing, and bus passes or tokens.
- **Community Partners:** Drop-in access to referrals for services such as the Department of Rehabilitation and local nonprofits.

##### **Participation Guidelines:**

Open to all individuals on parole, unless they:

- Utilize RRC services more than three times in 30 days.

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- Show need for a higher level of care or express interest in full DRC programming.

If DRC Case Manager identifies that a client may benefit from a higher level of programming, the DRC will initiate a screening process and collaborate with the client's Agent of Record. Should the client be appropriate for DRC services, a 1502 referral will be submitted through the standard process, and DRC staff will proceed with an intake accordingly.

#### **Documentation:**

All services are recorded in ARMS. Prior referral may not be required for RRC participation.

#### **Promotion:**

Informational materials outlining services and eligibility will be distributed to parole agents and community partners.

### **IX. FACILITY REQUIREMENTS**

The CONTRACTOR shall maintain all applicable and current licenses, certifications, and permits on-site for the duration of this Agreement. The CONTRACTOR shall ensure facilities providing services under the terms of this Agreement comply with the following:

#### **A. DRC Site**

##### **1. County of Operation and Daily Capacity**

The CONTRACTOR shall maintain the facility site(s) within Santa Barbara County to operate the DRC and provide services that are adequate to serve a combined total minimum daily capacity of 100 parolees. All site locations must be 290PC compliant.

##### **2. DRC Documentation**

During the term of this Agreement, the CONTRACTOR shall maintain and provide SBCSO with the following:

- a. Valid Lease Agreement or Intent to Lease Agreement (initial site inspection only), or proof of ownership;
- b. Valid Business License;
- c. Valid Fire Clearance, if applicable;
- d. Current Certificate of Liability Insurance;
- e. Valid Pest Control contract;
- f. Conditional Use Permit:

The CONTRACTOR shall have available an approved Conditional Use Permit (CUP). If a CUP is not required by the local government, the CONTRACTOR shall acquire a letter from the city/county stating a CUP is not required. And;

- g. Zoning Letter:

The CONTRACTOR shall have available an approved zoning letter issued by the city/county where services will occur. The zoning letter must be signed by an official of the city or county indicating that the facility location is not in violation of any zoning requirements and that the city/county does not object to the services being provided at the specified address.

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#### 3. **ADA Accommodations**

The CONTRACTOR shall provide reasonable accommodations for parolees with disabilities, in accordance with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. Section 12131.

#### 4. **Schedules**

The Contractor shall ensure the DRC will remain open to parolees on an average of 5 days for 52 hours per week to include limited program schedule for holidays. In general, the DRC remains open to parolees continuously between the hours of 9:00 a.m. to 8:00 p.m. Monday through Thursday, 9:00 a.m. to 5:00 p.m. on Friday with a limited program schedule for Holidays. A schedule must be submitted at time of contract commencement. If the DRC has a Caltrans Work Crew, the hours of operation shall be approved by CDCR. The following are observed holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Any changes to the operating hours must be approved in advance by SBCSO, and may require DRP approval.

#### 5. **Population**

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

#### 6. **Length of Stay/Extension**

The length of stay for parolees shall be up to 180 days. An extension may be granted (not to exceed one (1) year), based on assessed need, and shall be permitted with prior approval by the DRP Analyst through the use of the ARMS Extension Request Form. If a parolee is enrolled in the 52 Week Batterer's Program and/or Vocational Employment Programs, an extension request to complete the program is not required.

#### 7. **Safety/Supervision**

During the hours of operation, the Contractor shall ensure the staff on site can adequately provide security and supervision at the ratio identified in Section V, Subsection A, Staffing Plan.

#### 8. **CDCR/DAPO Office Space**

The CONTRACTOR shall provide adequate, private, office space designated solely for one (1) DAPO representative assigned to the Santa Barbara DRC. This office space shall include a working telephone with local service and broadband internet connection. (Broadband internet service is defined as either a cable or DSL connection. This connection can be provided via a router from an existing connection already in place at the DRC facility.) In the Santa Maria site, CONTRACTOR shall provide adequate

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private office space for the exclusive use of Parole staff as agreed upon by the CONTRACTOR and Parole.

#### 9. **Meals**

At a minimum, the CONTRACTOR shall provide wholesome refreshments and snacks for parolees during the course of the day. Snacks shall include, but are not limited to: fresh fruits and vegetables, oatmeal or warm cereal or deli-type sandwiches.

If the CONTRACTOR provides the parolees with full meals, the proposal must state such will occur. Meals shall be nutritionally balanced and be budgeted according to the United States Department of Food and Agriculture low cost meal rates. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, parolees shall be provided provisions for special diets related to their religious preferences and practices. Parolees shall be provided provisions for special diets for medical reasons with a medical practitioner's written instructions.

The CONTRACTOR shall complete the Meal Log for each meal served and include it with the monthly invoice. Parolees must attend program the same day they sign-in for meals. If meals are prepared at the DRC or are catered, the CONTRACTOR shall ensure that the DRC food services comply with all state and local health and safety codes. Non-compliance with state and local health and safety codes may result in the immediate termination of this Agreement.

#### 10. **Telephone/Calls**

The DRC shall provide parolees with accessible on-site telephones. The CONTRACTOR shall provide a Telecommunication Device for the Deaf (TDD) and other assisting equipment upon request.

The CONTRACTOR shall prepare and adopt written policies and procedures for the use of telephones and cell phones regarding the time of day they may be used, frequency, length of telephone calls, and prohibition on receiving incoming calls. This policy shall be disseminated to each parolee upon entrance to the DRC.

If DRC staff receives an emergency or program related telephone call for a parolee, the caller's name, telephone number and nature of the call shall be taken down by staff and given to the parolee at the earliest possible opportunity.

#### B. **Reentry and Recovery Housing (RRH)**

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

Parolees voluntarily reside in the RRH housing setting which is targeted towards individuals in recovery with and abstinence focus. Parolees engaged in services shall be offered resources to help achieve goals focused on stable income, employment, permanent housing, and

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housing stability. Holistic services and peer-based recovery supports are available to Parolees while enrolled in the RRH facility or through other reentry programs. 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:

1. Parolees shall be enrolled in the DRC in order to receive RRH services. On a case-by-case basis, as approved by SBCSO, RRH may be the only service provided by the DRC;
2. RRH shall be made available to parolees who have an assessed housing need;
3. CONTRACTOR's are encouraged to provide RRH to PC 290 parolees;
4. RRH facilities may be occupied by tenants other than CDCR referrals;
5. RRH services shall be documented and kept on file at the DRC;
6. Parolees shall be provided personal privacy space, 24/7 access to the residence, and community space for resident gatherings and meetings, subject to residency guidelines or rules;
7. The CONTRACTOR shall have RRH available to a minimum of 35 percent of the daily capacity;
8. The cost of the RRH shall not exceed \$70.00 per day per parolee and shall include three (3) meals per day. The CONTRACTOR shall ensure consistent housing plans are developed for each parolee receiving RRH. The CONTRACTOR may develop a housing plan, which requires the parolee to incrementally pay portions of the daily RRH rate. In cases where the parolee funds any portion of the daily RRH rate the CONTRACTOR shall reduce the daily RRH rate invoiced to CDCR;
9. Parolees housed at RRH facilities shall be provided with prepared meals, provisions, or the ability to secure the provisions to prepare three (3) nutritionally balanced meals per day, seven (7) days per week. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, parolees shall be provided provisions for special diets related to their religious preferences and practices. Parolees shall be provided provisions for special diets for medical reasons with a medical practitioner's written instructions;
10. RRH services may be provided by the DRC CONTRACTOR, via a Subcontractor or through a network of RRH providers on a bed availability basis;
11. The RRH community-based provider shall designate a house manager and an alternative 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;
12. 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 10:00PM to 6:30AM. The house manager, or an approved designee, shall be available by telephone seven (7) days per week for twenty-four (24) hours per day when not on-site;
13. Parolees may be discharged if their behavior conflicts with the guidelines of the RRH, 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 shall be referred to a level of care appropriate to their assessed need;
14. The participant may be re-referred to the RRH if they express a renewed commitment to participating in programming and living in a housing setting targeted to individuals in recovery. All placements are subject to availability of program slots and funding. Parolees who are discharged, or determine they are no longer interested in residing in an

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RRH setting will be offered linkages and/or referrals to other housing service options, including housing operated with harm reduction principles.

#### C. **DRC/RRH Site Safety and Security Requirements**

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

##### 1. Fire Safety and Emergency Procedures

The CONTRACTOR shall have fire prevention procedures and safety requirements posted in the main office of the DRC/RRH in full view of parolees, staff, and visitors. Additionally, the CONTRACTOR shall have evacuation and emergency procedures to include the following instructions:

- a. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
- b. Alert notification and/or evacuation of all occupants;
- c. Control and the extinguishing of fires; and
- d. Evacuation routes and procedures.

##### 2. Posting of Emergency Evacuation Floor Plans

Clear, concise and site-specific emergency evacuation floor plans shall be posted in every occupied location throughout the DRC/RRH. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

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

##### 3. Smoke Detectors and Fire Extinguishers

The CONTRACTOR shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations. All tests shall be documented for compliance and maintained at the DRC/RRH.

##### 4. Emergency Lighting System

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

##### 5. Smoke-Free Environment

Indoor smoking at the facility shall be prohibited in accordance with CDCR policy and state law. "NO-SMOKING" signs shall be posted in all classrooms, designated visiting

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areas, hallways, and in the main office of the facility in full view of parolees, staff, and visitors.

#### **X. PROGRAM ADMINISTRATION**

##### **A. Contractor Communication**

1. Conduct a conference call on a monthly basis with the SBCSO and the DRP Program Analyst. The CONTRACTOR and the DRP Program Analyst will also meet when necessary to provide assistance to the CONTRACTOR in implementation of processes, problem solving, quality assurance, and determining future performance objectives.
2. Maintain communication with the AOR and the parolee at least monthly and/or as needed to share information regarding activities and solicit participation in the progress of the CMP.
3. Work cooperatively with CDCR and any other public or private entities identified by CDCR. This may include state agencies, local government agencies, faith-based organizations, and other community non-profit organizations to enhance their program services.

##### **B. Health Care Enrollment**

1. The CONTRACTOR shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for parolees who did not apply for health care coverage while in prison; do not currently have health care coverage or have had their health care coverage suspended or terminated; or do not have the means to pay for health care coverage.
2. The CONTRACTOR shall provide intake screening for parolees that shall include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical (e.g. substance use disorder program and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.
3. Based upon the intake screening, parolees shall be offered assistance to apply for health care coverage to include the Affordable Care Act, Medi-Cal, Retirement, Survivors, Disability Insurance, Supplemental Security Income, Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

##### **C. Invoice Policy and Procedure**

1. The Contractor shall provide a cost allocation plan for the actual space the DRC will occupy. Cost allocations can only apply to DRC related activities and functions. The cost allocation plan shall be approved by SBCSO at time of contract award. If the Contractor plans to provide services to other programs such as: state, federal, county, self-pay, etc., the amount of the cost shall only reflect the actual square footage and/or the percentage of time used specific to the DRC Program.
2. The Contractor shall pay salaries per the rate and/or within the range according to the submitted Budget Proposals. Monthly invoices shall be in a COUNTY pre-approved format. The invoices shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1 through B-5. All costs claimed by CONTRACTOR for

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reimbursement by COUNTY shall be identified in the specific format required by COUNTY.

3. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 25th day of each month. A Contractor's total monthly payment request on a cost reimbursement basis shall be reported on the following forms:
  - a. Monthly Invoice for Contract Expenditures;
  - b. Monthly Bus Token Log;
  - c. Meal Log;
  - d. Motivational Incentive Log
4. The Contractor shall forward the original invoice and copies of all supporting documentation to SBCSO. Invoice packages that are incomplete, improperly prepared and/or are missing the required supporting documentation, will be disputed in whole or in part and returned to the Contractor.
5. SBCSO and CDCR reserves the right to revise the invoice forms, and/or the processing procedures utilized in this Agreement to suit the needs of the County or State without processing an amendment.

#### **D. Operations Manual**

The CONTRACTOR shall prepare and maintain a current operations manual that describes the purpose, philosophy, programs, services, policies and procedures. The manual shall define the approved methods of implementing and executing the terms of this Agreement.

The operations manual shall be available at the time of Agreement execution. The manual shall be kept at the facilities and be available to staff, volunteers, SBCSO and CDCR designee(s) upon request.

## **XI. INFORMATION MANAGEMENT**

### **A. Release of Information**

The CONTRACTOR shall receive SBCSO and DRP Program Analyst written approval fifteen (15) calendar days prior to dissemination of any participant data, program information, or operation protocols to be released to the public, news, media, or other professional groups.

The Contractor shall ensure the release(s) of information for participant data is complete and stored in ARMS CONTRACTOR prior to dissemination of information. Under the "audit and evaluation" exception of 42 CFR 2.53, patient identifying information may be disclosed with either a signed ARMS, Authorization for Release of Information or at the time of a review of records on program premises in order to carry out an audit or evaluation on behalf of a State agency providing financial assistance to the program. All release of information shall include, at a minimum, the following:

1. Participant's signed and dated ARMS Authorization for Release of Information which must be input and uploaded in ARMS.

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2. Name of the person, agency or organization to which the information was released.
3. Signature of the employee who released the information and date of release.
4. Expiration date of the signed release, no longer than twelve (12) months

#### **B. Data Management**

SBCSO and /or CDCR reserves the right to revise the data requirements and reporting timeframes under this contract, without processing an Amendment. The CONTRACTOR will be notified of modifications to data requirements, reporting timeframes and/or procedure changes thirty (30) calendar days before the effective date of the change.

ARMS is the centralized data system which shall be utilized to collect and maintain all data related to contracted services. For technical assistance regarding ARMS email: [ARMS\\_support@cdcr.ca.gov](mailto:ARMS_support@cdcr.ca.gov). The CONTRACTOR shall ensure compliance to the following data collection protocols:

1. Utilization of compatible computer hardware and/or software, and internet connectivity;
2. Ensure data security, as outlined in the Data Sharing Agreement;
3. Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to the CDCR. These policies and procedures shall include an information security policy and a disaster recovery process;
4. Data Entry Requirements: Data entry is required daily. The ARMS allows authorized individuals to be identified as alternates in order to input data when the primary staff is not available. It is the responsibility of the CONTRACTOR and the community-based provider to ensure ongoing data entry and accuracy;
5. The CONTRACTOR and the Community-based providers shall only have access to data in ARMS that they input into ARMS unless the Parolees have signed an ARMS, Authorization for Release of Information. Community-based providers shall request that each participant sign the ARMS, Authorization for Release of Information, if it is not already on file. Once the ARMS, Authorization for Release of Information is complete, relevant data within ARMS shall be released so that community-based providers have the basis for improved continuity of care; and
6. Provide all data collected outside of ARMS to the CDCR within thirty (30) calendar days of contract termination.

#### **C. Participant Files**

When applicable, the CONTRACTOR shall fully comply with the federal regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records" as cited in 42 CFR, Part 2 and 45 CFR, as well as, Health Insurance Portability & Accountability Act (HIPAA) requirements related to collection, maintenance, and release of substance abuse prevention client data.

The CONTRACTOR shall have various files separated by service type. All paper files shall be secured in a locked file cabinet or drawer and behind a locked door located in a secured area to prevent unauthorized access. All Participant File data shall also be maintained in ARMS.

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

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

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

#### **D. Reports**

##### **1. Daily Attendance**

The CONTRACTOR shall enter participation data daily into ARMS as of 12:00 midnight of the preceding day.

##### **2. Incident Reporting Protocol - DRP Memo #14-01**

The CONTRACTOR shall ensure compliance with Incident Reporting Protocol (DRP Memo #14-01). A copy of the DRP Memo #14-01 shall be provided upon CONTRACTOR's request. All incident reports must be entered and maintained in ARMS.

##### **3. Weekly Reports**

The CONTRACTOR shall maintain a Weekly Count. The Weekly Count reflects a program count utilization/bed availability reporting. The CONTRACTOR's cumulative Weekly Count is due (via e-mail) to the respective DRP Program Analyst and/or assigned staff by close of business each Wednesday, reporting on the preceding week. If Wednesday is a holiday, the weekly count is due the next business day. The Weekly

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Count Report template format shall be provided to the CONTRACTOR upon Agreement award.

4. **Monthly Reports**

Monthly data reports shall be submitted by the fifteenth (15th) calendar day of the following month, as deemed necessary by CDCR, and shall be forwarded to the designated DRP Program Analyst.

5. **Provider Directory**

The CONTRACTOR shall verify the Community Directory data in ARMS monthly. CDCR shall be notified within two (2) business days of any additions/modifications/deletions, through the use of the Provider Directory Information Sheet.

6. **Utilization Report**

The CONTRACTOR shall maintain utilization data in ARMS and submit it electronically via ARMS reporting to the DRP Program Analyst.

E. **Performance Measures**

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

1. Provide parolees with programming and services according to evidence-based principles as stated throughout this Agreement and as determined by individual risks and needs assessments.
2. Implement performance measures for each of the program components and measure the progress of the parolee against the goals laid out in the parolee's CMP.
3. Document programming, services, referrals, changes in risk and needs, and progress for all parolees on a monthly basis in the parolee's CMP. The CMP shall document all program and services delivered, including the number of hours of participation in each area.
4. Parolees shall be actively engaged in programming services. Non-participation shall be reported to the AOR for actions.
5. The following measurable outcomes that shall determine the progress of the DRC Program:
  - a. General Measures:

Fifty-five (55) percent of DRC Program participants who complete at least thirty (30) days of programming will finish the program successfully as verified by:

    1. Maintained sobriety for at least three (3) months as verified by drug testing and AOR test results;
    2. Completed seventy-five (75) percent of courses as outlined by CMP.
  - b. Case Management Plan Measures:

Of individuals who complete at least thirty (30) days of programming:

    1. One Hundred (100) percent will complete assessment;
    2. One Hundred (100) percent will develop CMP;
    3. Seventy (70) percent will follow CMP, as jointly developed, for three (3) months;
    4. Thirty-three (33) percent will follow CMP, as jointly developed, for six (6) months.
  - c. Employment Performance Measures:

## EXHIBIT A

### STATEMENT OF WORK

Of individuals who complete at least thirty (30) days of programming and are eligible to be employed:

1. Ninety-five (95) percent will complete pre-employment training assessment;
  2. Twenty-five (25) percent will perform Community Service work experience;
  3. Fifty (50) percent will successfully complete pre-employment training course;
  4. Fifty (50) percent will become employed or be a full-time student;
  5. Of the employed, thirty-five (35) percent will maintain employment for a minimum of four (4) months.
- d. Participant Self Perception and Cognitive Behavioral Changes:  
Using a Likert Scale, or similar tool for a pre-program assessment and pre-program completion, of the individuals who complete thirty (30) or more days in the program:
1. Ninety (90) percent of program participants will have a feeling of increased knowledge of how to obtain employment;
  2. Eighty (80) percent of program participants will feel an increase in their support structure;
  3. Ninety (90) percent of program participants will feel an increase in connection to the community;
  4. Eighty (80) percent of program participants will feel that they are able to successfully discharge from parole;
  5. Ninety (90) percent of program participants will feel that they are more well- equipped to handle the stressors of life associated with violating their parole.

## **XII. CDCR ACCOUNTABILITY REVIEW**

### **A. Program Accountability Reviews (PAR) and Corrective Action Plans (CAP)**

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

1. PARS shall be conducted to verify the CONTRACTOR or Subcontractor is in compliance with the terms of this Agreement. The CONTRACTOR shall receive a copy of the PAR report.
2. If deficiencies are found, the CONTRACTOR shall submit a Corrective Action Plan (CAP).
3. Within ten (10) business days of receiving the PAR report identifying deficiencies, the CONTRACTOR shall submit to the DRP Program Analyst(s) a CAP that indicates the actions to be taken to correct the identified deficiencies and time frames required for full compliance. Unless otherwise noted, any areas of non-compliance identified during the review are to be corrected within thirty (30) business days.
4. The DRP Program Analyst(s) shall review the CAP and determine whether the plan fully addresses the finding(s) and whether the timeframe for completion of the corrective action(s) is appropriate.
5. All CAPs are subject to verification and approval. A follow-up PAR may be conducted to determine compliance with the CAP.
6. Should the CONTRACTOR or Subcontractor dispute any of the PAR findings, an

## EXHIBIT A

### STATEMENT OF WORK

appeal may be filed in writing within ten (10) business days of receipt of the PAR Report. The first level appeal is to the DRP Chief of DRP's Community and Reentry Services section (CRS) and the second level appeal is to the Deputy Director of DRP.

#### **B. CDCR Sanctions for Non-Compliance**

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

1. Immediate PAR with a CAP to remedy deficiencies.
2. Performance of the CONTRACTOR outlined in the State Contracting Manual, Chapter 9, Section 9.11.
3. Withholding of reimbursement for services rendered during the period of non-compliance.
4. Removal of Parolees from the program and suspension of services without reimbursement.
5. Reimbursement to the CDCR for costs incurred by the CONTRACTOR's failure to perform.
6. Immediate program and fiscal audit at the CONTRACTOR's expense.
7. Withholding of a percentage of charges for the work that is out of compliance, as a security for the correction of that deficiency. When the CONTRACTOR or the Subcontractor is deemed to be in compliance, the amount withheld shall be resubmitted on an invoice.
8. Termination of the Agreement.

### **XIII. CDCR RESPONSIBILITIES**

The CDCR's responsibilities shall include the following:

#### **A. Assessment, Referral and Removal**

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

#### **B. Collaboration**

1. Facilitate communication and collaboration between DRP, DAPO, and the CONTRACTOR regarding participant related activities, progress on the participant's CMP, and discharge plans.
2. Collaborate, in person or by telephone, with the CONTRACTOR to review progress. The review shall include, but is not limited to, assisting the CONTRACTOR in implementation, problem solving, quality assurance, performance objectives, and related

EXHIBIT A

STATEMENT OF WORK

issues.

3. Schedule and facilitate meetings with DRP and CONTRACTOR staff as needed.
4. Work together with the CONTRACTOR and/or their Subcontractor to ensure there are no contradictions in the CMPs. In addition, both parties shall ensure that the services complement one another in improving the participant's mental health status.

**C. Training and Technical Assistance**

1. Provide ongoing training to CONTRACTOR'S/Subcontractor's staff on changes or updates to the CDCR rules, regulations, policies and procedures that might impact program operations.
2. Provide updates to the CONTRACTOR relevant to the effective management of Parolees pursuant to the CDCR rules, regulations, policies and procedures, as necessary.
3. Provide technical assistance to the CONTRACTOR regarding program operation, as needed.

**D. Quality Assurance**

1. Work with the CONTRACTOR or Subcontractor to establish an ongoing quality assurance monitoring process that shall ensure the successful program implementation and completions.
2. Work closely with the CONTRACTOR or Subcontractor during activation and program implementation. The CONTRACTOR shall be assigned to a DRP Program Analyst whose role shall include, but is not limited to, monitoring:
  - a. Progress of the CONTRACTOR in achieving their stated goals and objectives within the timeline identified in the Agreement;
  - b. Services being provided;
  - c. Parolees' interaction with staff and each other;
  - d. Environment of the facility.
3. All CONTRACTOR protocols or revisions shall be reviewed and approved by both DRP staff and DAPO regional management prior to implementation.
- 4.

**XIV. SERVICE RESPONSIBILITY**

Community Solutions, Inc. shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

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# Exhibit B

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

Financial Provisions

## EXHIBIT B

### FINANCIAL PROVISIONS

#### PAYMENT ARRANGEMENTS

##### Periodic Compensation

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 2,814,235 for FY 25/26, \$2,858,719 for FY 26/27, \$ 2,925,849 for FY 27/28, \$ 2,994,945 for FY 28/29 and \$ 3,036,349 for FY 29/30. All funds are contingent on continued funding by CDCR.

B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

C. CONTRACTOR shall submit a monthly invoice or certified claim to the COUNTY DESIGNATED REPRESENTATIVE by the 25<sup>th</sup> day of each month covering the costs for the preceding month. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

D. 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. CONTRACTOR is prohibited from double billing COUNTY for any shared costs that are divided between any other current or future subcontracts that may share on site services, equipment, consumables, staffing or facility space. All shared costs must be divided equitably between the involved subcontracts in the manner mutually agreed upon between the COUNTY, the CONTRACTOR, and the SUBCONTRACTOR(s).

E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.





## EXHIBIT B

Santa Barbara County Sheriff's Department  
 California Department of Corrections and Rehabilitation  
 Budget Proposal

Exhibit B-1.3  
 Agreement Number- C5612920

### BUDGET PROPOSAL DAY REPORTING CENTER FISCAL YEAR 27-28 (July 1, 2027 through June 30, 2028)

A. PERSONNEL	No. of Positions	Monthly Salary (Range)	Salary (Rate)	% of Project Time	No. of Months	Total Amount
1 Custody Lieutenant	1	12,669-15,800	\$15,800	31.8%	12	\$ 60,293
2 Custody Lieutenant (extra help - no benefits)	1	10,253-12,518	\$12,517	18.5%	12	\$ 27,788
3 Accountant III	1	9,296-11,203	\$9,760	20.4%	12	\$ 23,893
Total Staff Salaries						\$ 111,974
Total Staff Benefits (86% - 99% of Custody LT and Acct III not including extra help)					97.5%	\$ 82,081
<b>TOTAL PERSONNEL COSTS (A)</b>						<b>\$ 194,055</b>
B. SUB-CONTRACTOR/CONSULTANT COSTS						
TOTAL SUB-CONTRACTORS/CONSULTANTS COST (B)						\$ 2,925,849
C. OPERATING COSTS						
Communication						\$ 338
Travel						
Training						
Fiscal Accountability (Audit)						
TOTAL OPERATING COSTS (C)						\$ 337.95
SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)						\$ 194,393
D. TOTAL INDIRECT COST (9% of Subtotal Annual Direct Expenses)						\$ 17,495
E. PROFIT OR SERVICE FEE (% of Subtotal Annual Direct Expenses)						\$ -
<b>TOTAL OPERATIONAL BUDGET FOR FISCAL YEAR 207-28 (A+B+C+D+E)</b>						<b>\$ 3,137,737</b>





# Exhibit C

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

Standard Indemnification and Insurance Provisions  
Contracts Requiring Professional Liability Insurance

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

## EXHIBIT C

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

## EXHIBIT C

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

# Exhibit D

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

HIPAA Business Associate Agreement

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

### RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

#### A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
10. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business

Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section

164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written

notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

#### C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

#### D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other

confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

#### E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

#### F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

#### G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

#### H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

#### I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

# Exhibit E

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

Agreement No. C561290 between the CDCR and SBCSO

DIVISION OF ADMINISTRATIVE SERVICES  
 OFFICE OF BUSINESS SERVICES  
 9838 Old Placerville Road, Suite B-2  
 Sacramento, CA 95827



July 30, 2025

Bill Brown, Sheriff  
 Santa Barbara County Sheriff's Department  
 4434 Calle Real  
 Santa Barbara, CA 93110

Dear Bill Brown:

**AGREEMENT NUMBER: C5612920**  
**SERVICE: DAY REPORTING CENTER SERVICES**  
**LOCATION: SANTA BARBARA COUNTY**

Enclosed for your files is a fully executed Agreement regarding the service(s) described above with the California Department of Corrections and Rehabilitation for the period of July 1, 2025 through June 30, 2030.

A copy of this Agreement has been forwarded to the Headquarters Accounting Office, which is responsible for the payment of approved invoices. In order to expedite the payment process, please ensure all invoices submitted to the State are submitted in accordance with the payment provisions of this Agreement. Invoices must be accurate; reasonable for the services performed and costs incurred, and include all applicable receipts and necessary supporting documentation as stated in this Agreement. Every invoice must also clearly state the Agreement Number and the Purchase Order Number. If invoices are submitted electronically via email; email must include the name on the Agreement and Agreement Number in the subject line of the email. The email must include an attached PDF of the invoice(s) with reference to the institution name and invoice number.

<u>Fiscal Year</u>	<u>Work Completed During</u>	<u>Purchase Order Number</u>
2025/26	07/01/2025 to 06/30/2026	4400037967
2026/27	07/01/2026 to 06/30/2027	4400037968
2027/28	07/01/2027 to 06/30/2028	4400037969
2028/29	07/01/2028 to 07/01/2029	4400037970
2029/30	07/01/2029 to 06/30/2030	4400037971

If you have any questions or need assistance, do not hesitate to contact me at [kelly.perri@cdcr.ca.gov](mailto:kelly.perri@cdcr.ca.gov).

Sincerely,

*Kelly Perri*

Kelly Perri  
 Contract Analyst  
 Service Contracts Section  
 Contracts Management Branch

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>C5612920</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

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

CONTRACTING AGENCY NAME  
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR NAME  
SANTA BARBARA COUNTY SHERIFF'S DEPARTMENT

2. The term of this Agreement is:

START DATE  
July 1, 2025

THROUGH END DATE  
June 30, 2030

3. The maximum amount of this Agreement is:

\$15,819,757.03 (Fifteen Million, Eight Hundred Nineteen Thousand, Seven Hundred Fifty-Seven Dollars and Three Cents)

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	35
Exhibit B	Budget Details and Payment Provisions	2
Exhibit B-1.1-B-1.5	Rate Sheet	5
+ - Exhibit B-2	Rate Sheet Summary	1
+ - Exhibit B-3	Non-Expendable Equipment	1
+ - Exhibit B-4	Line Item Budget Guide	17
+ - Exhibit C *	General Terms and Conditions (GTC 02/2025)	*
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	16
+ - Exhibit E	ARMS Data Sharing Security Agreement	13
+ - Exhibit F	Business Associates Agreement (HIPPA)	15
+ - Exhibit G	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3
+ - Attachment 1	Site and Funding Limit Requirements	1
+ - Attachment 2	Caseload Exception Request	1
+ - Attachment 3	Background Security Clearance Application	1
+ - Attachment 4	No Longer Interested Notification	1
+ - Attachment 5	Meal Sign-In Log	1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>C5612920</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

Exhibits	Title	Pages
+ Attachment - 6	Activity Report	2
+ Attachment - 7	Incident Report	1
+ Attachment - 8	Data Requirements and Reporting Timeframes	8
+ Attachment - 9	Site Inspection	1
+ Attachment - 10	Request for Live Scan Service	4

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.)

SANTA BARBARA COUNTY SHERIFF'S DEPARTMENT

CONTRACTOR BUSINESS ADDRESS 4434 Calle Real		CITY Santa Barbara	STATE CA	ZIP 93110
PRINTED NAME OF PERSON SIGNING BILL BROWN		TITLE Sheriff		
CONTRACTOR AUTHORIZED SIGNATURE <small>Signed by:</small> <i>Bill Brown</i>		DATE SIGNED 6/4/2025		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTING AGENCY ADDRESS 9838 Old Placerville Road, Suite B-2		CITY Sacramento	STATE CA	ZIP 95827
PRINTED NAME OF PERSON SIGNING JAMIE MOSS		TITLE Deputy Director, Office of Business Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <small>DocuSigned by:</small> <i>Jamie Moss</i>		DATE SIGNED 7/23/2025		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



Santa Barbara County Sheriff's Department  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5612920  
Exhibit A

## **DAY REPORTING CENTER**

### **I. INTRODUCTION**

The goal of the Day Reporting Center (DRC) is to reduce recidivism and increase public safety through effective community reintegration. The programs and services provided to supervised persons (hereafter known as participants) at the DRC shall include: education and literacy support; pre-employment and job readiness; Substance Use Disorder (SUD) counseling; Cognitive Behavioral Therapy (CBT) interventions to include criminal thinking, anger management, and family relationships; and Recovery and Reentry Housing (RRH).

The Contractor shall develop policies and procedures that support the programming that is gender-responsive, culturally competent, and trauma informed.

The Contractor shall provide, within thirty (30) calendar days of Agreement execution, policies and procedures describing each activity identified in this section. The Contractor shall ensure all programming incorporates, at a minimum, the following:

#### **A. Gender Responsivity**

Gender responsivity is defined as creating an environment through site selection, staff selection, program development, content and materials that reflects 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.

#### **B. Cultural Competence**

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

#### **C. Trauma-Informed Services**

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

#### **D. 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/delivery of

Santa Barbara County Sheriff's Department  
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programming.

**E. 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 Division of Rehabilitative Programs (DRP). The curriculum shall be submitted for approval for use by the DRP. Only approved curriculum shall be used in the program components. Secondary and/or supplemental curriculum does not have to be listed in the Results First Clearinghouse Database, or evidence-based, but shall only be delivered in conjunction with an evidence-based curriculum.

**II. GENERAL INFORMATION**

The Contractor agrees to provide the California Department of Corrections and Rehabilitation (CDCR), DRP, with DRC program services as described herein. All program service components shall be in accordance with the Agreement and all applicable local, city, county, state and federal statutes, regulations, and ordinances. A valid business license is required at the time of proposal submission.

**A. Location and Capacity**

The Contractor shall maintain the facility site and capacity in the county as specified on Attachment 1, Site and Funding Limit Requirements.

The Contractor shall leverage and provide various resources and navigation services through the DRC. Additionally, the DRC shall assist in stabilizing participants with essential needs, and referring participants to treatment providers based on assessed or immediate need. The Contractor shall submit with their proposal, a detailed stabilization services plan that includes the daily capacity that the Contractor can serve through the stabilization services. The plan shall also detail how the Contractor will implement and maintain a network of region wide community-based providers, and referral resources to assist and support participants in their successful reintegration in the community. For example, resources shall include but are not limited to assistance with obtaining a Cal ID, medical coverage, SSN Card, Birth Certificate, employment services, and leveraging local resources.

**B. Ownership**

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

**III. BACKGROUND INFORMATION**

The Contractor agrees to provide the CDCR with DRC services as described in this Agreement, and shall follow and adhere to all of the CDCR's rules and policies, including the California Code of Regulations (CCR), Title 15, Division 3, which can be found at: Chapter 1. Rules and Regulations of Adult Operations and Programs, Department Operations Manual (DOM), and Exhibit B-4, Line Item Budget Guide (LIBG).

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

**IV. AGREEMENT SCOPE**

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.

Santa Barbara County Sheriff's Department  
California Department of Corrections and Rehabilitation  
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**A. Experience and Knowledge**

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

1. Experience with the administration of contracts, grants, or awards for service delivery of a similar size, scope, and funding including providing rehabilitative programming, evidence-based curriculum related to SUD programming, CBT interventions to include criminal thinking, anger management, and family relationships, life skills, or other evidence-based curriculum within the last three (3) years and at least three (3) years of experience. Experience will be verified through reference checks and business resume submittals.
2. Shall provide audited financial statements, conducted by a certified accountant, that have a cash account balance for the last three (3) years, and/or proof of a line of credit of at least one (1) month of funding per the submitted budget. Pursuant to the California Prompt Payment Act, state agencies pay properly submitted, undisputed invoices within 45 days of receipt.
3. Shall have all debts paid in full or entered into an approved payment plan to resolve all debts, to the CDCR, prior to execution of the Contract and will be verified through CDCR's Accounting Services Branch and/or Office of Audits and Court Compliance. Debt is any funds paid to the Contractor in excess of the amount to which the Contractor is entitled, and which has an outstanding invoice from 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 DRC, 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 within thirty (30) calendar days of Agreement execution, or within thirty (30) calendar days of any changes.

**V. GENERAL AGREEMENT COMPONENTS**

**A. Operating Hours**

The Contractor shall ensure the DRC remains open to participants continuously between the hours of 9:00 a.m. to 8:00 p.m. Monday through Thursday and 9:00 a.m. to 7:00 p.m. on Friday. An on-call employee shall be available to assist clients who may be in crisis on Saturday, Sunday, and holidays. The following are observed State holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day. Any change to the holiday schedules must be preapproved by the DRP.

**B. Fiscal System and Responsibilities**

The Contractor shall establish and maintain an adequate accounting and internal administrative control system. In accordance with the LIBG (Exhibit B-4) all purchases made during the term of this Agreement shall be pre-approved, in writing, by the CDCR and shall be included in the Rate Sheet (Exhibit B-1.1 through B-1.5). The Contractor shall submit monthly invoices for the previous month's expenses on or before the twentieth calendar day of the following month to the email listed in Exhibit B, Budget Details and Payment Provisions.

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The Contractor will be responsible for any cost overruns that occur after the Agreement has been executed. The Contractor is responsible for remaining within their proposed contract amounts listed on the Budget Rate Sheet, as to not exceed the total budget 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 program principal's 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 Rate Sheet (Exhibit B-1.1 through B-1.5), in accordance with the LIBG (Exhibit B-4), 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.

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 for compliance to contract/State of California requirements included vehicles.
2. All lease agreement terms/specifications including facility, vehicles, etc.
3. Cost allocation plan for shared space, staff, indirect cost, staff benefits, etc.

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## **VI. FACILITY REQUIREMENTS**

Physical site requirements of the Contractor's facilities shall be: (1) equipped to monitor internal movement, as well as detect any unauthorized ingress/egress; and (2) configured to meet all health/safety, building codes, and the facility physical site requirements. The Contractor shall provide policies and procedures describing each component identified in this section within thirty (30) calendar days of Agreement execution. The minimum facility physical site requirements shall include the following components:

### **A. DRC Site**

#### County of Operation and Estimated Daily Capacity

The Contractor shall maintain two facility sites and capacity in the county as specified on Attachment 1, Site and Funding Limit Requirements. The Contractor shall operate the DRC's and provide services that are adequate to serve a minimum daily capacity of up to 100 participants between the two facilities. A minimum of 300 participants shall be served annually.

#### 1. PC 290 Facility Requirement

Each site shall meet all distance parameters as required under PC 290 and other restrictions imposed as a condition of parole.

#### 2. DRC Documentation

The Contractor shall maintain and provide the CDCR with the following documentation, which shall be provided to the DRP within thirty (30) calendar days of Agreement execution, and within thirty (30) calendar days of any revisions. The CDCR will determine the adequacy of these documents:

a. Valid Lease Agreement or Intent to Lease Agreement, or proof of ownership.

b. Valid Fire Clearance.

c. Valid Pest Control Contract.

d. Conditional Use Permit (CUP).

i. The Contractor shall have available an approved CUP. If a CUP is not required by the local government, the Contractor shall acquire a letter from the city/county stating a CUP is not required; and,

e. Zoning Letter

i. The Contractor shall have available an approved zoning letter issued by the city/county where services will occur. The zoning letter must be signed by an official of the city or county indicating that the facility location is not in violation of any zoning requirements and that the city/county does not object to the services being provided at the specified address.

#### 3. Parking

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

#### 4. Central Supervised Area

A properly furnished, equipped, and supplied area shall be provided as the central location for staff management and supervision of all Program activities. Staff assigned to this area shall monitor all written records related to program activities.

#### 5. ADA Accommodations

The Contractor shall provide reasonable accommodations for participants with disabilities, in

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California Department of Corrections and Rehabilitation  
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accordance with Title II of the ADA, 42 U.S.C. Section 12131. The Contractor shall submit with their budget proposal costs associated with reasonable accommodations, such as a sign language interpreter, etc.

6. Schedules

A schedule must be submitted to the DRP at time of Agreement execution. If the DRC has a California Department of Transportation (Caltrans) Work Crew, the hours of operation shall be approved by the DRP upon Agreement execution. Any changes to the operating hours must be approved in advance by the DRP.

7. Population

The Contractor shall be responsible for obtaining written approval from the Division of Adult Parole Operations (DAPO) regarding any requests for mixed populations (e.g. county, city, federal, private entity programs, etc.) that may be co-located in any DRC facility. Upon DAPO's approval, the Contractor shall obtain approval from the DRP. The Contractor shall provide a copy of DAPO's written approvals to the DRP within thirty (30) calendar days of notification and prior to program implementation. In addition, the CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the DRC site and to review the criminal history of non-DRC participants residing at the DRC facility.

8. Length of Stay/Extension

For any extensions or additional program time beyond 180 calendar days, a Program Extension Request must be approved by the DRP. No participant shall be allowed to remain in the program for more than 365 calendar days unless approved by the DRP. If a participant is enrolled in the fifty-two (52) week batterer's program and/or vocational employment programs, an extension request to complete the program is not required.

Any participant who is re-referred to the Program within ninety (90) calendar days of program discharge or exit is not considered a new participant and shall be subject to program extension approval. If a participant is re-referred to the program to attend the fifty-two (52) week batterer's program and/or vocational employment programs, an extension request to complete the program is not required.

Each DRC shall serve all participants from within the county, upon referral from the participants Agent of Record (AOR). Participants referred from outside of the county will be considered by Santa Barbara County Sheriff's Office (SBSO) on a case-by-case basis and must be approved by SBSO prior to being enrolled. Referrals for PC 290 Participants will be evaluated in accordance with the approved exclusionary list of charges and will be approved by SBSO on a case-by-case basis.

9. Safety/Supervision

During the hours of operation, the Contactor shall ensure the staff onsite can adequately provide security and supervision at the ratio identified in Section VIII. Agreement Resources, Subsection L. Onsite Ratios.

10. Office Space for CDCR Assigned Staff

A minimum of ninety-five (95) Sq. Ft. of private office space designated solely for CDCR representative(s) shall be provided. This office space shall include a working telephone with local service. This office must also include a broadband internet connection along with appropriate service provided at Contractor's expense. Broadband internet service is defined as either a cable

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or Digital Subscriber Line (DSL) connection. This connection can be provided via a router from an existing connection already in place at the DRC facility.

11. Meals

At a minimum, the Contractor shall provide wholesome refreshments and snacks for participants during the course of the day. Snacks can include: fresh fruits and vegetables, oatmeal or deli-type sandwiches.

Meals shall be nutritionally balanced and be budgeted according to the United States Department of Food and Agriculture low-cost meal rates. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, participants shall be provided provisions for special diets related to their religious preferences and practices. Participants shall be provided provisions for special diets for medical reasons with a medical practitioner's written instructions.

The Contractor shall complete the Meal Sign-In Log (Attachment 5) for each meal served and provide a copy of the Meal Sign-In Log upon request to the DRP. If meals are prepared at the DRC or are catered, the Contractor shall ensure that the DRC food services comply with all state and local health and safety codes. Non-compliance with state and local health and safety codes may result in the immediate termination of this Agreement.

12. Participant Use of Cell Phones and Designated Telephones

The Contractor shall have a written policy on cell phones and designated telephone use for participants. This policy shall be submitted to the DRP within fourteen (14) calendar days of Agreement execution. This policy shall be disseminated to each participant upon entrance to the facility. The Contractor shall provide Telecommunication Device for the Deaf telephones and other assisting equipment upon request.

**B. Reentry and Recovery Housing (RRH)**

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

Participants voluntarily reside in the RRH facility setting which is targeted towards individuals in recovery with an abstinence focus. Participants engaged in services shall be offered resources to help achieve goals focused on stable income, employment, permanent housing, and housing stability. Holistic services and peer-based recovery supports are available to participants while enrolled in the RRH facility or through other treatment/reentry programs. 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:

1. Participants shall be enrolled in the DRC in order to receive RRH services. On a case-by-case basis, RRH may be the only service provided at the DRC.
2. RRH shall be made available to participants who have an assessed housing need.
3. Contractors are encouraged to provide RRH to Penal Code (PC) 290 participants.
4. RRH facilities may be occupied by tenants other than CDCR referrals.

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5. RRH services shall be documented and kept on file at the DRC.
6. Participants shall be provided personal privacy space and twenty-four (24) hours a day, seven (7) days a week access to the residence, and community space for resident gatherings and meetings, subject to residency guidelines or rules.
7. The Contractor shall have RRH available to a minimum of twenty-five (25) percent of the daily capacity but have the flexibility to increase if approved by the DRP.
8. The cost of the RRH shall not exceed the rates included in the Contractor's proposed budget rate sheet per day per participant and shall include three (3) meals per day. The Contractor shall ensure consistent housing plans are developed for each participant receiving RRH. Contractor may develop a housing plan which requires the participant to incrementally pay portions of the daily RRH rate. In cases where the parolee funds any portion of the daily RRH rate, the Contractor shall reduce the daily RRH rate invoiced to the CDCR by the amount paid by the participant.
9. Participants housed at RRH facilities shall be provided with prepared meals, provisions, or the ability to secure the provisions to prepare three (3) nutritionally balanced meals per day, seven (7) days per week. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, participants shall be provided provisions for special diets related to their religious preferences and practices. Participants shall be provided provisions for special diets for medical reasons with a medical practitioner's written instructions.
10. RRH services may be provided by the DRC Contractor and/or via a Subcontractor(s). If the RRH services are provided by a Subcontractor, the Contractor shall bill through category B (Subcontractors/Consultant Costs) in Exhibit B-1.1 through B-1.5, Rate Sheet.
11. RRH providers shall be documented on the Community-Based Provider Modality Cost Sheet (template to be provided upon Agreement Execution, by the DRP) and must be submitted to the DRP within five (5) business days of implementation and/or changes.
12. The RRH community-based Subcontractor shall designate a house manager and an alternative 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.
13. All RRH facilities shall have a RRH Placement Coordinator available seven (7) days per week. The RRH Placement Coordinator, or designee, shall be onsite during evening hours through the morning hours from 10:00 p.m. to 6:30 a.m. The RRH Placement Coordinator, or a designee approved by the DRP, shall be available by telephone seven (7) days per week, twenty-four (24) hours per day, or when not onsite. The RRH Placement Coordinator shall wear professional attire while onsite.
14. 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 the RRH. Instead, the participant shall be referred to a level of care appropriate to their assessed need.
15. The participant may be re-referred to the RRH if they express a renewed commitment to participating in treatment and living in a housing setting targeted to individuals in recovery. All placements are subject to availability of program slots and funding. Participants who are discharged, or determine

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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.

### **C. DRC/RRH Site Safety and Security Requirements**

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

#### **1. Fire Safety and State of Emergency Procedures**

The Contractor shall have fire prevention procedures and safety requirements with emergency and evacuation procedures posted in the main office of the DRC/RRH in full view of participants, staff, and visitors. The evacuation and emergency procedures shall include the following instructions:

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

#### **2. Posting of Emergency Evacuation Floor Plans**

Clear, concise, and site-specific emergency evacuation floor plans shall be posted in every occupied location throughout the DRC/RRH. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

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

#### **3. Smoke Detectors and Fire Extinguishers**

The Contractor shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations. All tests shall be documented for compliance and maintained at the DRC/RRH.

#### **4. Emergency Lighting System**

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

#### **5. Smoke-Free Environment**

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

#### **6. The Contractor shall conduct annual physical site inspections of all non-affiliated Community Based Provider Facilities, documented by a report, to ensure compliance with the provisions of this Agreement. During the review process, the Contractor shall observe programming and**

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review participant documentation to monitor the quality of the services contracted. The Contractor shall review case file material to ensure adequate documentation is being maintained. The Contractor shall provide a copy of the physical site inspection reports annually to the DRP within sixty (60) calendar days of the physical site inspection.

## **VII. PROGRAMMING COMPONENTS**

The Contractor shall ensure the administration of curriculum, management of the program, and reporting of each participant enrolled. The Contractor shall provide, within thirty (30) calendar days of Agreement execution, policies and procedures describing in detail how programming services will be monitored to ensure successful programming and Contract compliance for each component identified in this section. Participants shall only be placed into those services that will address assessed needs.

Development and implementation of programming services shall include, the following:

### **A. Programming Requirements**

The Contractor shall ensure the following:

1. All programming components are provided onsite unless prior approval is received by the DRP.
2. Programming is provided twice daily for a minimum duration of two (2) hours, Monday through Friday, with morning and evening programming available. The weekend programming shall be provided once daily, for a minimum duration of two (2) hours, on both Saturday and Sunday.
3. Program components shall be offered on an open entry/open exit basis, if possible.
4. Program components shall be interactive with active participation.
5. Provide all materials (i.e. workbooks, videos) to be utilized for the required programming.
6. All participants are placed in appropriate programming according to their Case Management Plan (CMP).
7. Participants are engaged throughout each program day in program-related activities and services.
8. Conduct exit interviews and provide certificates of completion to participants who complete all of the components listed in their CMP.

### **B. Placement Referrals**

All participants are eligible for the programs and services available through DRC; however, the CDCR shall have the final decision regarding placement referrals and retains the right to remove participants from the program at any time. The Contractor shall accept placement referrals and coordinate intake from the participant's Agent of Record (AOR). All placement referrals shall be confirmed with an Activity Report CDCR Form 1502 (Attachment 6). The CDCR reserves the right to approve or deny any placement.

### **C. Intake**

The focus shall be on orientation, assessment, and program planning. Program planning shall consist of creating a CMP based upon the participant's assessed needs. Participants must complete all the components of orientation, assessment, and program planning before progressing to their assigned services.

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**D. Orientation**

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

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

**E. Secondary Assessment**

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

**F. Case Management Plan**

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

**G. 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, Caseworker, Job Developer, and AOR, if available;
2. The Caseworker and Job Developer (if applicable) are encouraged to work with the AOR to develop collective goals, objectives, and tasks for the participant to achieve
3. Documentation of the review shall be placed in the participant's case file.

**H. Case Notes**

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

**I. One-On-One Counseling**

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

**J. Group Counseling**

Groups that engage DRC participants in addressing the values and behaviors that contributed to

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criminality, shall promote the participation and safety of the DRC participants. The interactive group process shall build social skills by allowing the DRC participants to practice self-disclosure, trust, communication, listening, problem-solving, etc. These groups shall be based on a discussion topic and facilitated by Contractor staff.

**K. Group Ratios**

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

**L. Program Fidelity**

The EBPs have specific requirements that may affect the Contractor's ability to implement a program with fidelity to the model. The Contractor shall be responsible for all costs related to implementing and maintaining the integrity and/or delivery of EBPs. The DRP shall perform fidelity reviews to ensure selected EBPs are being implemented with accuracy to the model.

**M. Discharge Plan**

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

All Discharge Plans shall include the following:

1. Residency accommodations
2. Mental health/medical information
3. Employment
4. Continued education (if applicable)
5. Transportation options
6. SUD treatment maintenance to include, at a minimum:
  - a. List of local area self-help group meetings
  - b. Relapse prevention information

**N. CBT Interventions**

The Contractor shall provide an evidence-based CBT Program that encourages DRC participants to adopt a pro-social, law-abiding lifestyle that helps participants obtain the skills necessary to function as productive members of society. The program shall help participants interpret social cues, identify and compensate for distortions and errors in thinking, generate alternative solutions, and make decisions about appropriate behavior.

The CBT Program components shall cover, at a minimum, the following major programming areas:

1. SUD Treatment
2. Criminal Thinking

3. Anger Management

4. Family Relationships

5. Employment Services:

a. Job Development

The Contractor shall offer a variety of resources to transition participants into long-term sustainable work. The Contractor shall provide a structured employment program with assistance from the Job Developer. The Contractor shall assist the participants in enrolling in any Career Technical Education (CTE) and/or college courses.

b. Employment Skills

The Contractor shall evaluate and determine the unemployed participant's skills. The Contractor shall take into consideration their assessed needs based upon any CTE, college courses and/or degrees, or training received while incarcerated. This programming shall include:

- i. Employment Preparation.
- ii. Résumé Writing.
- iii. Social Skills.
- iv. Interviewing Skills.
- v. Job Searching.

c. Transitional Job Program

The Contractor shall work with local employers to develop and implement a transitional job program that will make entry-level employment opportunities available to eligible participants while they are searching for long-term, sustainable employment.

d. Job Placement

The Contractor shall actively seek long-term, full-time employment opportunities for participants. The Contractor shall track and report data on participant's training and transition to long-term, sustainable work, including job placement and retention.

The Contractor shall ensure the DRC participants actively engage in the appropriate programming component(s), based on their assessed criminogenic needs.

**O. Life Skills**

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

1. Effective Communication
2. Victim Awareness
3. Healthy Relationships and Counseling Services
4. Health and Personal Hygiene
5. Financial Literacy

**P. Fifty-Two (52) Week Batterer Program**

The Contractor shall provide a fifty-two (52) week batterer's program for participants, referred based on statute or conditions of parole.

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1. Certification Requirement

Whether the program is provided onsite or offsite by the Contractor or Subcontractor, all facilitators must hold a valid certification to deliver the curriculum program. A copy of each facilitator's certification must be submitted to the DRP prior to them facilitating any sessions. This requirement also applies to any new facilitators. Facilitators with expired certifications are prohibited from conducting sessions until a renewed certification is provided to the DRP.

2. Subcontracted Services

If the program is subcontracted through a local provider, the Subcontractor must be included in Section B (Subcontractors/Consultant Costs) of the Exhibit B-1.1 through B-1.5 Rate Sheet worksheets. Selection of each Subcontractor must adhere to the requirements of Exhibit B-4, LIBG, and documentation of all subcontracted services shall be kept on file at the DRC.

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

**Q. Participant Transportation**

The Contractor shall ensure participants have transportation to attend the DRC as well as community resource appointments, job interviews, job fairs, and other employment related activities through the use of public transportation (i.e. bus passes/tokens) or by contracted transportation. Public Transportation must be located within one-half (0.5) mile of the DRC facility.

If bus passes/tokens are provided, they should not exceed two (2) tokens per day unless otherwise described in the policies and procedures as to when a participant is eligible for more than two (2) tokens per day.

**R. Positive Reinforcements/Motivational Incentives**

The Contractor shall operate an ongoing motivational incentives program. Through the use of positive reinforcements, participants shall be encouraged to successfully complete each program phase and commit to participate in other program related services. The Contractor is encouraged to work with the AOR to develop a combined incentive program/process to support pro-social behavior and positive programming. Participants must be actively engaged in programming. Each motivational incentive outside of the preapproved incentive list shall receive prior written approval by the DRP.

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

1. Welcome packets, work equipment, work attire, housing vouchers, application and registration fees for General Educational Development (GED) and college, purchase of school and educational supplies, CA ID and trade books, farewell packets.
2. Donated items from community organizations that shall be for participants use only.
3. Vouchers that shall not exceed fifty dollars (\$50) per award. The fifty-dollar (\$50) threshold may be increased with prior justification and approval from the AOR and the DRP on a case-by-case basis.
4. Recognition ceremonies, such as presenting certificates of completion and graduation observances are encouraged.

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All incentives shall be documented and include the participant's name and CDCR number. The Contractor shall maintain onsite written policies and procedures in their operations manual on its Motivational Incentives Program.

**S. 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 within fourteen (14) calendar days of Contract execution to the DRP.

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.

**T. Community Services Partnerships**

The Contractor shall maintain community resources in which participants can be referred outside of the DRC. These community resources must include: medical and mental health services, food and clothes banks, volunteer work, and benefits such as CalFresh for participants. The Contractor shall have a policy in place to refer participants to local, charitable organizations for clothing needs.

**U. SUDT**

The Contractor shall provide non-residential (outpatient) Substance Use Disorder Treatment (SUDT) services to those participants assessed with a SUDT need.

The Contractor shall ensure the following:

1. SUDT services are provided onsite at the DRC or via a Subcontractor. If the SUDT services are subcontracted through a local provider, the Subcontractor shall be included in Section B, Subcontractors/Consultant Costs, of the Exhibit B-1.1 through B-1.5 Rate Sheet. The selection of each Subcontractor shall adhere to the requirements in Section IX. Subcontract Responsibilities.
2. Subcontracted services shall be documented and kept on file at the DRC.
3. All SUDT services are provided by a certified alcohol and drug counselor, per CCR Title 9, Chapter 8. Documentation verifying the staff member is certified must be kept on file at the DRC.
4. Written policies and procedures pertaining to SUDT services shall be placed in an operations manual located onsite at the DRC facility.

**V. Education / Literacy**

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

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If the Education/Literacy services are subcontracted through a local provider, the Subcontractor shall be included in Section B, Subcontractors/Consultant Costs of the Exhibit B-1.1 through Exhibit B-1.5, Rate Sheet and selection of each Subcontractor shall adhere to the requirements in Section IX. Subcontract Responsibilities.

The Contractor shall assess the participant's educational needs and ensure the participant receives the appropriate level of education services. Participants shall be placed in computer, reading, math and applied skills levels according to their ability and progress at their own pace. In addition to basic skills, the participant shall receive instruction in reading and math using the latest academic, career exploration, and employability software programs to target specific areas of participant needs.

The Contractor shall provide dedicated classroom space to accommodate up to ten (10) percent of the daily capacity. Shared space and open general areas are not considered accommodating space.

The classrooms shall be fully furnished with computer desks, tables, chairs, and standard classroom supplies.

The Contractor shall provide for no less than ten (10) operational computer workstations, adequate office space for facilitators, equipment, supplies, telephone service, a dedicated internet modem line(s), copy machine, and service line for copy machine.

**W. Reentry Resource Center**

Reentry Resource Center (RRC) integration into the Day Reporting Center (DRC) augments services available to all supervised individuals. The RRC will be a service component of current DRC operations that opens a limited number of services on a drop-in basis.

The RRC will maintain a readily available comprehensive list of external community resources including but not limited to: housing options, employment support, social services, medical and health resources. The RRC staff will assist clients with employment readiness with templates for resumes, basic resume review and support, job readiness and interview preparation materials as well as assistance with job application submission. The RRC will provide a specific set of basic needs as well as bus passes to clients. Basic needs will include hygiene kits, food, clothing and footwear, planners, and other basic supplies for reentry readiness as determined by the program. The RRC will coordinate on-site representation for community partners and external referrals such as Department of Rehabilitation, local Social-Sector resources, and non-profits providing services available to the population.

**1. RRC Promotion**

The RRC will provide a handout to parole agents and community partners that lists RRC services, basic needs available, and a description of eligibility requirements, and resources provided to promote the program.

**X. Virtual Day Reporting Center**

The DRP may authorize SBSO (the Contractor) to implement and operate a Virtual Day Reporting Center component (hereafter known as vDRC). If authorized, vDRC would incorporate only the current contracted daily capacity unless additional funding was available. Initiating vDRC programming for the current contracted daily capacity would not require an amendment to this Contract. If additional funding became available, the CDCR may provide authorization to implement additional capacity beyond the current contracted daily capacity for the vDRC program.

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vDRC will consist of the following:

The Contractor shall provide remote program services via virtual component to parolees who cannot physically attend the Day Reporting Center (DRC) for scheduled services. Virtual services are conducted via telephone, video conference, email etc. The Contractor shall provide as many of the Programming Components as possible as listed within the current Contract, while it is understood that some of the in-person services may not be feasible for virtual services (i.e. RRH, nutritious meals etc.).

The Contractor shall have the ability to maintain an active caseload of thirty (30) participants at any given time through vDRC, in addition to the contractual capacities listed within the current Contract referenced above.

Divergent to the onsite capacities at the DRC, capacities in the vDRC will be invoiced on a per day fee-for service basis rather than cost-reimbursement. Each filled slot will be billed at a rate of fifty (50) dollars per day and unoccupied capacity will not be billed to the DRP.

The Contractor shall ensure a Virtual Service Modality Cost Sheet is submitted to their assigned PA via email for processing and implementation in ARMS for vDRC in order to track data entry and facilitate billing.

Parole Agents will explicitly state that they are requesting remote virtual programming on the 1502 referral or through the sources used to refer participants to vDRC.

vDRC will serve parolees who cannot access traditional Day Reporting Centers due to factors such as remoteness of residence. Unlike in-person DRCs, vDRC may serve participants throughout California.

## **Y. Program Administration**

Policies and procedures shall describe how the Program Administration will be maintained. The Contractor's responsibilities listed within this section shall incorporate, at a minimum, the following components into the policy and procedures:

### **1. Contractor Communication**

- a. Conduct a conference call on a regular basis with the DRP. The Contractor and the DRP will also meet when necessary to provide assistance to the Contractor in implementation of processes, problem solving, quality assurance, and determining future performance objectives.
- b. Maintain communication with the AOR and the participant at least bi-weekly and/or as needed to share information regarding activities and solicit participation in the progress of the CMP.
- c. Work cooperatively with the CDCR and any other public or private entities identified by the CDCR. This may include state agencies, local government agencies, faith-based organizations, and other community non-profit organizations to enhance their program services.

### **2. Incident Reporting Protocol**

The Contractor shall ensure compliance with the DRP's Incident Reporting Protocol. A copy of the DRP Incident Reporting Protocol shall be provided upon Agreement execution. All incident reports must be entered on the Incident Report, CDCR 2284 (Attachment 7).

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### **3. Health Care Enrollment**

- a. The Contractor shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for participants who did not apply for health care coverage while incarcerated, do not currently have health care coverage or have had their health care coverage suspended or terminated, or do not have the means to pay for health care coverage.
- b. The Contractor shall provide intake screening for participants that shall include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical (e.g. substance use disorder program and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.
- c. Based upon the intake screening, participants shall be offered assistance to apply for health care coverage to include the Affordable Care Act, Medi-Cal, Retirement, Survivors, Disability Insurance, Supplemental Security Income, Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

## **VIII. AGREEMENT RESOURCES**

The Contractor shall provide the required staff for the overall administration of the DRC 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. During all hours of operation, all minimum staffing ratios for Caseworkers and Monitors shall be adhered to; one (1) of which must be journey level. Journey level staff is defined as an employee who has at least one (1) year of experience working for an adult community correctional program or providing services to the incarcerated population in an institutional setting.

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

### **A. Personnel Management**

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

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

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**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 supervised persons including personal safety.

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

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

**C. Staffing Plan**

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

The plan shall comply with established staffing ratios and Rate Sheet (Exhibit B-1.1 through B-1.5).

**D. Policy and Procedure**

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

1. Work Hours and Overtime
2. Staff Benefits (e.g., vacation, sick leave, insurance, retirement, etc.)
3. Promotions
4. Pay Increases
5. Hiring and Termination Conditions
6. Discrimination and Sexual Harassment Policy in compliance with State and Federal laws

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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, Section 3400, Familiarity, which prohibits employees from fraternizing with participants and their families

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

**E. Resignations, Separations, and Vacancies**

DRC 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 initial vacancy. The Contractor may fill temporary vacancies internally by a temporary reassignment of existing qualified staff who meet 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.

**F. Hiring**

**1. Duty Statements**

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

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

**2. Hiring Practices**

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

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

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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 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 by the DRP.

#### **H. Provisional Clearances**

All RRH staff, Contractor staff, volunteers, and any individual who will be in regular contact with the participants shall be provisionally cleared. The CDCR reserves the right to approve or deny any provisional clearances and has the authority to immediately terminate provisional clearances.

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

1. The CDCR 2311 Background Security Clearance Application, (Attachment 3) shall be submitted as indicated in the hiring package for any individual who will be working in regular contact with the participants.
2. The Contractor shall receive in writing provisional clearance approval from 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/Live Scan is approved, the Contractor shall ensure the provisional clearance is renewed as necessary.

#### **I. Security Clearance/Live Scan**

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

The Contractor shall perform all Security Clearance/Live Scans in accordance with the language listed in this section for all current and potential staff, volunteers and any individual who will be in regular contact with participants and assigned to work at the DRC and/or RRH site(s).

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

1. All current and potential staff, volunteers, and any individual who will be in regular contact with the participants shall undergo a thorough security clearance. All Live Scan fees associated with the background check shall be borne by the Contractor.
2. Once the Contractor obtains the provisional clearance approval documentation, the CDCR will provide the Request for Live Scan Service CDCR 3056 (Attachment 10).
3. Potential staff shall take the Request for Live Scan Service CDCR 3056 (Attachment 10) to a Live Scan location approved by the Department of Justice (DOJ).
4. Once the Live Scan is complete, the Contractor shall return the completed Request for Live Scan Service CDCR 3056 (Attachment 10) to DRPCRSLS@cdcr.ca.gov within twenty-four (24) hours.

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5. The CDCR will approve or deny all security clearances.
6. Criteria for denial of security clearances include the following:
  - a. The Contractor shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of Penal Code (PC) Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners, offenses).
7. Certain applicants, volunteers, and Subcontractors will require the DRP review as a result of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. The DRP, 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 Health and Safety (H&S) Code Section 11590 and/or PC 457.1 shall have completed registration requirements, and employment will not violate those requirements.
  - b. 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 parole or probation supervision will require the DRP review as a result of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts.
9. The DRP Deputy Director and the Division of Adult Parole Operations (DAPO) Deputy Director or designee(s) shall review the following individuals on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with the DRP participants. The approval will be consistent with the Department Operations Manual, 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, registration requirements (With the exception of PC 290 registration, refer to below requirements).
  - e. Individuals that fall under PC 290 shall have completed registration requirements, and employment will not violate those requirements. PC 290 registrants must follow all terms and conditions of Parole, shall have completed a minimum of 50% of the Parole Supervision term, and must have successfully completed or actively participating in any and all sex offender specific treatment/programming services.

The Contractor 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 Form

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1797 No Longer Interested Notification Form (Attachment 4) to DRPCRSLS@cdcr.ca.gov and the  
DRP Program Analyst.

**J. Staff Training**

The Contractor shall ensure staff participation in training that clearly defines the knowledge and skills necessary for the effective management of participants and the supervision of their activities specific to the DRC. 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 DRC 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. 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 the recruitment, selection, hiring, training, supervision, and retention of staff necessary to fulfill all functions of the Agreement. The Contractor shall ensure sufficient staffing levels to deliver all program components as specified in the Agreement. Additionally, all staff responsible for program curriculum delivery must meet the requirements outlined in the Agreement.

**L. Onsite Ratios**

The onsite participant-to-staff ratio shall not exceed eighteen (18) participants to one (1) staff (18:1). Any deviation from this ratio shall be preapproved by the CDCR.

**M. 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 and/or Subcontractor 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: however, actual classification titles may vary.

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

Responsibilities 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

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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 staff 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 for the educational requirement on a year for year basis.

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. Caseworker Supervisor (One [1] Full-Time Position)**

Responsibilities include the following:

- a. Manage casework functions and supervise casework staff.
- b. Monitor the treatment service methodology.
- c. Develop and monitor procedures governing documentation.
- d. Ensure the CMP is being followed.
- e. Participate in case conferences.

**Minimum Qualifications**

The Caseworker Supervisor shall possess either:

- a. A BA or BS degree from a granting institution accredited by the WASC, or equivalent in the Social Sciences or a related field and a minimum two (2) years of experience supervising casework staff working with the justice-involved population; or
- b. A minimum six (6) cumulative years of full-time experience as a counselor in a program serving the justice-involved population.

**3. CBT Facilitator (Part-Time or Full-Time Positions)**

Responsibilities include the following:

- a. Provide evidence-based CBT programs and other life skills programs to participants.
- b. Conduct group and individual meetings, utilizing motivational interviewing techniques.
- c. Evaluate progress of participants.
- d. Work with participants to develop and implement a CMP.

Participant to CBT Facilitator caseload ratios shall not exceed the ratio of thirty-five (35) participants to one (1) CBT Facilitator (35:1). An exception may be granted (not to exceed 50:1), based on assessed need, and shall be permitted with prior written approval by the DRP, Caseload Exception Request (Attachment 2).

**Minimum Qualifications**

The CBT Facilitator shall possess either:

- a. An Associate of Arts (AA) or an Associate of Science (AS) degree from a granting institution accredited by the WASC, or equivalent, and have a minimum of one (1) year of experience providing CBT services to the justice involved population; or

- b. Have a minimum of four (4) years of experience providing CBT services to the justice involved population.

**4. Caseworker (Part-Time or Full-Time Positions)**

Responsibilities include the following:

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

Participant to Caseworker caseload ratios shall not exceed the ratio of thirty-five (35) participants to one (1) Caseworker (35:1). An exception may be granted (not to exceed 50:1), based on assessed need, and shall be permitted with prior written approval by the DRP, Caseload Exception Request (Attachment 2).

**Minimum Qualifications**

The Caseworker shall possess either:

- a. An AA or an AS degree from a granting institution accredited by the WASC, or equivalent, and a minimum of two (2) years of experience working with the justice-involved population;  
or
- b. A minimum of four (4) years of experience working in a similar position with the justice-involved population.

**5. Community Navigator (Part-Time or Full-Time Positions)**

This position is responsible for developing and maintaining a network of region-wide community-based service providers and referral sources to assist and support participants in their successful reintegration. This position is also responsible for stabilizing participants with essential needs and referring participants to treatment providers based on assessed or immediate need.

Responsibilities include the following:

- a. Establishes and maintains a network of community-based service providers that address the needs of participants to improve successful reintegration. Providers should include state agencies, employment services, employers, housing resources, behavioral health providers and mental health providers.
- b. Identifies and recruits community-based service providers to ensure all participants' needs are addressed and met.
- c. Meets with and connects participants to needed services.
- d. Develops and maintains working relationships with state, county, and federal program administrators who can assist participants.
- e. Works to ensure participants obtain eligible benefits, proper identification, and other vital documents.
- f. Acts as primary liaison between community providers and facilities.
- g. Assures timely communication and follow-up with state personnel in the best interest of the participants successful reintegration.
- h. Gains an understanding of public domain services such as National Institute of Corrections, National Reentry Resource Center, and local Reentry Centers.
- i. Reviews opportunities for participants transitioning into their communities through

- community-based services, such as transition centers and community-residential centers.
- j. Keeps current with latest reentry research and best reentry practices.
- k. Attends scheduled staff meetings, promotes communication and the proper flow of relevant information between Parole administration, Contractor staff, and participants.
- l. Compiles statistical data as needed for reporting purposes.
- m. Communicates effectively and coherently to Parole administration, Contractor staff, participants, stakeholders, the public (particularly in situations requiring tact), diplomacy, understanding, fairness, firmness, and good judgment.
- n. Documents referrals, follow-up calls, and significant events in accordance with Section X, Data, Records, and Reporting Requirements, Subsection B., Data Management System.
- o. Performs other duties as assigned.

Participant to Community Navigator caseload ratios shall not exceed the ratio of thirty-five (35) participants to one (1) Community Navigator (35:1). An exception may be granted (not to exceed 50:1), based on assessed need, and shall be permitted with prior written approval by the DRP, Caseload Exception Request (Attachment 2).

**Minimum Qualifications**

The Community Navigator shall possess at a minimum,

- a. A minimum of two (2) years' experience working with the justice-involved population or social services setting.

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

Responsibilities include the following:

- a. Assess participant to determine training and CTE needs.
- b. Assist in formulating plans to achieve occupational goals and refer participant to appropriate employers, training, and educational facilities, or other community agencies and organizations.
- c. Provide counseling to assist participants in analyzing and evaluating their skills and aptitudes for employability.
- d. Provide information on occupational opportunities, job requirements, training, and rehabilitation resources.
- e. Provide employment services including résumé writing, mock interviews, time management, how to get along with others in a work environment, and how to follow instructions.
- f. Assist participants with assembling documents as necessary to legally work within California (e.g. California ID, Social Security Card, etc.).
- g. Identify the benefits of completing the criminal record expungement process.
- h. Provide information or a referral on how to expunge a criminal record and obtain a Certificate of Rehabilitation.
- i. Mentor participants in disclosing appropriate information regarding past convictions and/or parole status to the employer.
- j. Assist participants in locating and securing employment, college enrollment, or CTE training.
- k. Work with participants once they have been employed to address issues that may arise after job placement.
- l. Obtain verification of participant employment.
- m. Identify and establish a working relationship with local area employers to assist with the recruitment of participants.

Participant to Job Developer caseload ratios shall not exceed the ratio of thirty-five participants to one (1) Job Developer (35:1). An exception may be granted (not to exceed 50:1), based on

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assessed need, and shall be permitted with prior written approval by the DRP, Caseload Exception Request (Attachment 2).

**Minimum Qualifications**

The Job Developer shall possess either:

- a. A BA or BS degree from a granting institution accredited by the WASC, or equivalent, and a minimum of one (1) year of experience as a Job Developer or similar position; or
- b. A minimum of four (4) years of experience as a Job Developer or similar position.

**7. Certified Alcohol and Other Drug (AOD) Counselor (Part-Time or Full-Time Positions)**

Responsibilities include the following:

- a. Conduct individual and group SUD counseling sessions.
- b. Notify the Supervisor and the DRP of any issues involving program or participant services.
- c. Make decisions regarding caseload matters.
- d. Conduct and participate in case conferences for each participant assigned to the caseload.
- e. Conduct initial interviews of participants assigned to the SUD Program.
- f. Prepare a detailed specific treatment plan for each participant on their caseload.

Participant to Certified AOD Counselor caseload ratios shall not exceed the ratio of eighteen (18) participants to one (1) AOD Counselor (18:1). An exception may be granted (not to exceed the local ordinances or Department of Health Care Services Requirements), based on assessed need, and shall be permitted with prior written approval by the DRP, Caseload Exception Request Form (Attachment 2).

**Minimum Qualifications**

This position is a key position of the Contractor's staff if SUDT services are provided by the Contractor onsite. If SUDT services are Subcontracted this is a required position of the Subcontractor.

The Certified AOD Counselor shall possess:

- a. An AA or AS degree from a granting institution accredited by the WASC, or equivalent; and
- b. A minimum of three (3) years of full-time experience of counseling duties with a justice-involved population in a SUD program and have a Certified AOD Counselor Certification by an agency approved and recognized by the California Department of Health Care Services.
- c. Additionally, applicants who have completed the Occupational Mentor Certification Program and obtained AOD Certification may be considered for this position.

**8. RRH Required Staffing – RRH Placement Coordinator (Part-Time or Full-Time Positions)**

Responsibilities include the following:

- a. Identifies, organizes, maintains and disseminates housing information conducive to long term recovery and stable housing (e.g. shared, supportive, subsidized, clean and sober, moderate-income housing, etc.).
- b. Locates market-rate housing opportunities from a variety of sources.
- c. Mentors the participant in disclosing appropriate information regarding past convictions and/or parole status when attempting to secure housing.
- d. Creates housing and placement plans with each participant based on their goals and needs related to housing.
- e. Provides referrals to community housing and related resources.
- f. Follows-up with the participant regarding housing applications submittals and other aspects of their search.

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- g. Ensures participants adhere to all rules and requirements of the RRH.
- h. Prepares for and facilitates weekly housing meetings to share current opportunities to help participants complete housing applications and provide information identifying practices of a good tenant.
- i. Oversees transitional housing in the community to ensure the facilities are in compliance with Contract requirements.

#### **Minimum Qualifications**

The RRH Placement Coordinator shall possess either:

- a. An AA or AS degree from a granting institution accredited by the WASC, or equivalent, and
- b. A minimum of two (2) years of experience as a RRH Placement Coordinator or similar position;  
or
- c. Four (4) years of experience as a RRH Placement Coordinator or similar position.

### **IX. SUBCONTRACTOR RESPONSIBILITIES**

#### **A. Subcontractor Changes**

The Contractor shall ensure changes in sub-contractors or consultants, during the term of the Contract shall be subject to the following requirements:

1. Subcontractor or consultant agreements of \$4,999 or less require the Contractor to obtain at least three informal bids. If three informal bids are unattainable, the Contractor shall document the reason why. Documentation shall include advertisements and bids received, which shall be maintained by the Contractor.
2. Subcontractor/consultant agreements of \$5,000 up to \$14,999 require the Contractor to obtain at least three formal written bids or submit a sole source document to the DRP for approval. Subcontractor/consultant of \$15,000 or more shall be awarded to the lowest responsible bidder or under an approved evaluation criteria making all efforts to comply with the Disabled Veteran Business Enterprise (DVBE) participation program requirements. If specific evaluation criteria are utilized, a minimum of thirty (30) percent of the points shall be allocated to cost.
3. 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 DRC Subcontractors shall be for actual utilization of services rendered. All Subcontractor invoices must have supporting documentation verifying the participant's name, CDCR number, DRC 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 invoicing 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, DRC facility name, type of services provided, rates and units of service. The CDCR shall reimburse

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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.

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

### **C. Agreement Management Cost**

Any costs associated with the management of the Agreement shall be included in the Rate Sheet (Exhibit B-1.1 through B-1.5) in accordance with the LIBG 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. Purchase or lease the necessary hardware, software, and other necessary equipment and maintenance agreements to administer the program, in accordance with Exhibit B-4, LIBG. 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 shall be necessary to complete the SOW, shall be in accordance with the LIBG, and shall be supported with source documentation upon CDCR request.
3. All vehicles purchased or leased with DRC 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 DRC 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, DRC Name, date, odometer reading (start and end), trip miles from location, time of departure to location, time of arrival, storage, driver name, reason for transport, participant(s) name and CDCR number. The monthly travel log shall be provided to 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/all transportation plans to facilitate efficient operation throughout the State. The transportation budget will be utilized in accordance with the LIBG.

## **X. DATA, RECORDS, AND REPORTING REQUIREMENTS**

### **A. General Information Security Terms**

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

1. All information, reports, writings, summary documents or press releases shall be submitted for the CDCR review and approval prior to dissemination. The Contractor shall consult with the CDCR in

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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 that all participant records and all information gathered, maintained, or created, related to participants for purposes of this Agreement are the property of the CDCR. Any hard-copy documentation and/or files the Contractor chooses to maintain, containing individual participant information, shall be secured in a locked file cabinet or drawer behind a locked door, located in a secured area, to prevent unauthorized access. The Contractor shall confidentially dispose of hard-copy documentation and/or files at the end of this Agreement.
4. The CDCR reserves the right to revise Data Requirements and Reporting Timeframes (Attachment 8) under this Agreement as legislatively or departmentally mandated. The CDCR shall notify the Contractor of modifications to Data Requirements and Reporting Timeframes (Attachment 8) and/or procedure changes thirty (30) calendar days before the effective date of the change. However, there may be instances when a thirty (30) day notice is not achievable, and the CDCR will provide notice as soon as possible.
5. The Contractor shall ensure compliance with the California Welfare and Institutions Code, Section 8256 (c)(1)(B) and (C).

#### **B. Data Management Systems**

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

1. The CDCR shall provide Contractor staff training and additional resources/reference materials to develop an understanding of the ARMS user interface, including the ability to navigate the system end enter program/service data as defined by the CDCR.
2. The Contractor shall ensure data entry and documentation occurs timely, accurately reflects the services delivered, and addresses the expectations outlined in the Service Delivery Components section of this Agreement, and all administrative documentation requirements (e.g., staffing, hiring, etc.).
3. The Contractor shall monitor staff for accurate and comprehensive documentation and immediately, within one (1) business day, notify the CDCR of any falsification of documentation by 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. ARMS is the centralized data system which shall be utilized to collect and maintain all data related to contracted services. For technical assistance regarding ARMS, email [arms\\_support@cdcr.ca.gov](mailto:arms_support@cdcr.ca.gov). The Contractor shall ensure compliance to the following data collection protocols:
  - a. Utilization of compatible computer hardware and/or software and internet connectivity;

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- b. Ensure data security, as outlined in the ARMS Data Sharing Agreement (Exhibit E);
- 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 award 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 Associate Program Director only and are submitted via the ARMS ADMIN-Support Request touchpoint found in the Administration modality; and
- f. Provide all data collected outside of ARMS to the CDCR within thirty (30) calendar days of Contract termination.

**C. Participant Files**

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

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

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

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16. Discharge summary and/or exit plans.

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

## **XI. CONTRACT PERFORMANCE**

### **A. Compliance Monitoring and Performance Review**

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

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

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

### **B. Corrective Action Plan (CAP)**

Upon receipt of the CAP, the Contractor must submit a response that addresses each item in the CAP. 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 on an alternate solution, or
  - c. Not take action.
3. Provide a justification if requesting to implement an alternate solution(s) or not taking action.
4. Include data, evidence, and/or additional supporting documentation if requesting to implement an alternate solution(s) or not taking action.

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

### **C. Sanctions for Non-Compliance**

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

1. Failure to meet staffing requirements.
2. Failure to meet the utilization of services.
3. Failure to meet data quality and reporting requirements.

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4. Failure to submit timely and accurate participant data.
5. Failure to meet operational requirements.
6. Failure to comply with CDCR policies.

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

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

For monetary sanctions, the CDCR may withhold a percentage, 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 that the Contractor has. The Contractor may request to meet and confer regarding the proposed sanction(s) if the request is in writing and provided to the Contract Manager within two (2) business days of receipt of the notice.

#### **D. Failure to Perform**

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

## **XII. CONTRACTOR RESPONSIBILITIES**

### **A. Transition of the Agreement to a Successor**

The Contractor shall provide within thirty (30) calendar days of Contract execution, and within twenty-four (24) hours of any revisions, a detailed plan for transition of participants, participant records, and data to a successor. The plan shall include the steps that will be taken prior to expiration or termination of this Agreement. The plan shall specify what steps the Contractor will take after termination of the Agreement to continue to provide data and assistance to the successor for a minimum of six (6) weeks

after the termination date. The plan revisions must be approved by the DRP and updated as requested during the term of this Agreement.

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

### **XIII. CDCR RESPONSIBILITIES**

- A. The CDCR will conduct a physical site visit evaluation prior to the Contractor signing the Agreement on a pass or fail basis in accordance with the Site Inspection (Attachment 9). The proposed facility will not be approved unless it is in compliance with all federal, state and local laws, regulations, standards, ordinances and codes.
- B. 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.
- C. The DRP will collaborate with the Contractor as often as necessary, to review progress. The reviews will include assisting the Contractor in implementation, problem-solving, quality assurance, performance objectives, and related issues.
- D. The DRP will provide updates to the Contractor's staff on changes or updates to CDCR rules and regulations, policies and procedures that might impact program operations.
- E. The DRP and DAPO shall provide technical assistance to the Contractor regarding program operations as needed.
- F. The DRP will review and approve Contractor protocols or revisions as outlined in the Agreement. DRP in conjunction with DAPO shall monitor and coordinate with the Contractor to identify and provide solutions to issues with referrals, capacity, and other program related issues.
- G. DAPO in conjunction with DRP will determine eligibility for placement.
- H. DAPO will refer participants to the Contractor. Referrals shall be confirmed on an Activity Report, CDCR 1502 (Attachment 6). Final program placement must be approved by the AOR.
- I. 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.
- J. The AOR will actively engage in the participant's progress by collaborating with the Contractor to develop the participant's discharge plan.
- K. The DRP will work collaboratively with DAPO to review, monitor, track, and report program utilization on an ongoing basis.
- L. The DRP will review the Contractor's invoices for accuracy and reimburse for services provided. The DRP will ensure invoices are processed within required timeframes. Expenses reimbursed by the CDCR may be subject to audit(s); if discrepancies are identified, costs shall be adjusted to reflect the audited actual allowable costs incurred.
- M. The DRP will provide training updates to the Contractor relevant to the effective management of participants pursuant to CDCR rules and regulations, policies, and procedures.
- N. The CDCR will assess a participant's risk to reoffend using the California Static Risk Assessment. Identify criminogenic needs and generate a Reentry Case Management Plan using the COMPAS assessment.
- O. The CDCR will provide the Reentry COMPAS Summary to the Contractor, when available.
- P. The CDCR reserves the right to remove any participant from the Program.
- Q. DAPO will have the final decision-making authority regarding closures/lock-downs at the DRC in urgent and emergent situations, such as bomb threats and active shooter.

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California Department of Corrections and Rehabilitation  
Scope of Work

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**XIV. CONTRACT TERM**

The Agreement Term is for the period of July 1, 2025, through June 30, 2030.

**XV. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION**

**A. Billing/Payment Issues**

Headquarters Accounting Office  
Email: [DRPInvoiceUnit@cdcr.ca.gov](mailto:DRPInvoiceUnit@cdcr.ca.gov)

**B. Scope of Work/Performance Issues**

Division of Rehabilitative Programs  
Email: [Contracts-CRS-Communications@cdcr.ca.gov](mailto: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](mailto:m_cdcrobscontracts@cdcr.ca.gov)

**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 Rate Sheet and made a part of this Agreement. Exhibit B-1.1 through B-1.5 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.

**1) To submit invoices for all Headquarters contracts (DAPO, DAI, DRP, Legal, Office of Offender Services, etc):**

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](mailto: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, 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. City/County Rate Increase**

It is understood that the city/county may regulate some or all of the Contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the Contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

Santa Barbara County Sheriff's Department  
 California Department of Corrections and Rehabilitation  
 Rate Sheet

Agreement Number C5612920  
 Exhibit B-1.1

**RATE SHEET**  
**DAY REPORTING CENTER**  
**FISCAL YEAR 25/26**  
**(July 1, 2025 through June 30, 2026)**

A.	PERSONNEL	No. of Positions	Monthly Salary (Range)	Monthly Salary (Rate)	% of Project Time	No. of Months	Total Amount
1	Custody Lieutenant	1	12,059 -15,039	\$15,039.00	31.0%	12	55,945.080
2	Custody Lieutenant (extra help - no benefits)	1	9,855-12,031	\$12,031.00	18.5%	12	26,708.820
3	Cost Analyst	1	8,891-10,715	\$9,336.00	20.4%	12	22,854.528
Total Staff Salaries							105,508.428
Total Staff Benefits (86% - 99% of Custody LT and Acct III (Cost Analyst) not including extra help)						97.5%	76,829.618
<b>TOTAL PERSONNEL COSTS (A)</b>							<b>182,338.046</b>
<b>B. SUB-CONTRACTOR/CONSULTANT COSTS</b>							
							2,849,802.280
<b>TOTAL SUB-CONTRACTORS/CONSULTANTS COST (B)</b>							<b>2,849,802.280</b>
<b>C. OPERATING COSTS</b>							
Communication							325.000
<b>TOTAL OPERATING COSTS (C)</b>							<b>325.000</b>
<b>SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)</b>							<b>182,663.046</b>
D.	*TOTAL INDIRECT COST (9% of Subtotal Annual Direct Expenses)						16,439.674
E.	**PROFIT OR SERVICE FEE (% of Subtotal Annual Direct Expenses)						
<b>TOTAL OPERATIONAL BUDGET FOR FISCAL YEAR 2025/26 (A+B+C+D+E)</b>							<b>3,048,905.000</b>

\* Do not include Sub-contractors/Consultants Cost in calculation of Indirect Costs

\*\* Profit or Service Fee (only for non-Profit organizations) calculated on the sum of Direct Expenses (A and C) if applicable









Santa Barbara County Sheriff's Department  
California Department of Corrections and Rehabilitation  
Rate Sheet Summary

Agreement Number C5612920  
Exhibit B-2

**DAY REPORTING CENTER  
RATE SHEET SUMMARY  
TERM: JULY 1, 2025 THROUGH JUNE 30, 2030**

<b>FISCAL YEAR (FY)</b>	<b>TOTAL BUDGET AMOUNT</b>
FY 2025/26 (Exhibit B-1.1)	\$3,048,905.00
FY 2026/27 (Exhibit B-1.2)	\$3,109,883.86
FY 2027/28 (Exhibit B-1.3)	\$3,172,081.54
FY 2028/29 (Exhibit B-1.4)	\$3,235,523.18
FY 2029/30 (Exhibit B-1.5)	\$3,253,363.45
<b>TOTAL AGREEMENT AMOUNT</b>	<b>\$15,819,757.03</b>

Santa Barbara County Sheriff's Department  
 California Department of Corrections and Rehabilitation  
 Non-Expendable Equipment

Agreement Number C5612920  
 Exhibit B-3

### 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

## EXHIBIT B-4



# LINE ITEM BUDGET GUIDE

## For Cost Reimbursement Budgets

*Developed for  
Bidders & Contractors*

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

*Revised 4/2025*

## LINE ITEM BUDGET GUIDE for Cost Reimbursement Budgets

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## LINE ITEM BUDGET GUIDE for Cost Reimbursement Budgets

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***\*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.

### **Bidders are responsible for:**

- 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.

### **Contractors are responsible for:**

- 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

### **CDCR and Contract Managers are responsible for:**

- 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.

### **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. Contractor 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.

### **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 allowable costs:

#### **1. 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.

## **2. 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.

## **3. 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 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. 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.

**e. 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.

**f. Maintenance/Repair**

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

**g. Project Supplies**

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

**h. 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.

**i. Training**

Cost of required training for employee development benefiting contract programs.

**j. 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.

#### **4. 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.

## 5. 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.**

## 6. 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.

## 7. 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.

**8. 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 Contractors 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.

**A. Total Personnel Costs**

*Total Staff Salaries*

*Total Staff Benefits*

**B. Sub-Contractors/Consultants Costs**

*(Identified by Bidder)*

**C. Total Operating Costs**

**D. Total Indirect Costs**

**E. Profit Fee (for-profit organizations)**

**F. 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**

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

#### **5. 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.

1. **Contract Disputes with Public Entities** (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 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. **Confidentiality of Information**

CDCR and Provider agree that all incarcerated individual/patient health 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.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. **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) without prior written approval from the State.

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

**4. 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.

**5. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

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

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**7. 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.

**8. Extension of Term**

When it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

**9. 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 the 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.

**10. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

**11. 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 the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**12. Liability for Nonconforming Work**

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.

**13. 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.

**14. 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.

**15. 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;
  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.
- 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 are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashing, 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.

## 16. Conflict of Interest

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

### a. **Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the 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 the 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 the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the 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 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.

**17. 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.

**18. 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.

**19. 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 ALLOWANCES:**

**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.

<b>COUNTIES</b>	<b>RATES</b>
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.

**20. 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.

**21. 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 employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**22. Computer Software**

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.

**23. Expendable Equipment**

Expendable equipment is defined as expendable items which change 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 this 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 completion or 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 agreement.

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

**24. 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.

**25. 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.

**26. 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 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.

**27. 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.

## **28. 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 expense, 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.

## **29. 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 subcontractors 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 as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

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

The certificate of insurance must include the following provisions:

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

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

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

### **30. 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:***

**31. Blood borne Pathogens**

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

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

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

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

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

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

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 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, 3288, and 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) and 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; WIC Section 1152, CCR, Title 9, sections 30976 and 30945; WIC Section 1001.5.

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

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 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, and 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) and 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 and Title 9, Section 31100(a)(1).

**33. 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. 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.

**34. 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 the Department of Corrections and Rehabilitation is prohibited.

**35. 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.

### **36. 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/microcameras 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.

**37. 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.



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**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**

**Santa Barbara County Sheriff's Department**

**C5612920**

**July 1, 2025 - June 30, 2030**

*July 1, 2025*

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**FOR OFFICIAL USE ONLY**



## ARMS DATA SHARING SECURITY AGREEMENT

This Agreement is made at Sacramento California on July 1, 2025 by and between the California Department of Corrections (CDCR) and Santa Barbara County Sheriff's Department (**PROVIDER**) (C5612920 and July 1, 2025 - June 30, 2030) 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 July 1, 2025.

**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:

Bill Brown  
Sheriff  
(805) 681-4290  
wfb4029@sbsheriff.org

### 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.



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## 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**

\_\_\_\_\_  
NIKI DHILLON  
Deputy Director  
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.

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**CONTRACTED PROVIDER Santa Barbara County Sheriff's Department**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Date

## **BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

### **DAY REPORTING CENTER**

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.

Santa Barbara County Sheriff's Department  
California Department of Corrections and Rehabilitation  
Business Associates Agreement (HIPAA)  
Rev. 12/2023

Agreement Number C5612920  
Exhibit F

Business Associate:

Santa Barbara County Sheriff's Department  
Sheriff  
4434 Calle Real  
Santa Barbara, CA 93110

Telephone: (805) 681-4299

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

Santa Barbara County Sheriff's Department  
California Department of Corrections and Rehabilitation  
CDCR 2301 PREA Policy Information for Volunteers and Contractors  
CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A  
Rev. 12/2023

Agreement Number C5612920  
Exhibit G

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.

Santa Barbara County Sheriff's Department  
California Department of Corrections and Rehabilitation  
CDCR 2301 PREA Policy Information for Volunteers and Contractors  
CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A  
Rev. 12/2023

Agreement Number C5612920  
Exhibit G

- 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

Santa Barbara County Sheriff's Department  
California Department of Corrections and Rehabilitation  
CDCR 2301 PREA Policy Information for Volunteers and Contractors  
CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part B  
Rev. 12/2023

Agreement Number C5612920  
Exhibit G

**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

California Department of Corrections and Rehabilitation  
 Site and Funding Limit Requirements

County	Location of the DRC Site	Gender	Estimated Daily Capacity	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Fiscal Year Totals
Santa Barbara	127 East Carrillo Street, Santa Barbara, CA 93101 4434 Calle Real, Santa Barbara, CA 93101	Co-ed	100	\$ 3,048,905.00	\$ 3,109,883.86	\$ 3,172,081.54	\$ 3,235,523.18	\$ 3,253,363.45	\$ 15,819,757.03

1. CDCR does not guarantee use of all available beds.

2. For reference only. During the term of the contract, if it is determined to be in the best interest of the State, upon agreement between CDCR and the Contractor, the State may amend the contract to increase the Estimated Daily Capacity.

## CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION CASELOAD EXCEPTION REQUEST

DRC Caseload Exception requests must be received by CDCR prior to implementing caseload ratios of more than 35:1 shall not exceed 50:1.

Contractor Name: _____ Contractor Contact Name: _____ Telephone Number: _____ Contract Number: _____	Date of Request: _____ Requested Ratio: _____ Exception Start Date: _____
Caseworker Name: _____	

(Attach Additional Sheet(s) If Necessary)

Justification: (Explain why this exception is necessary.)

Print Name of Authorized Representative	Signature of Authorized Representative	Date

<b>CDCR Program Analyst</b>		
Program Analyst Statement of Agreement/Disapproval		
<input type="checkbox"/> Recommend Approval	<input type="checkbox"/> Recommend Disapproval	Date:
Print Name	Signature	
<b>Staff Services Manager I</b>		
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date
Print Name	Signature	

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

**BACKGROUND SECURITY CLEARANCE APPLICATION**  
**CONFIDENTIAL - FOR OFFICIAL USE ONLY**  
CDCR 2311 (06/22)

Page 1 of 1

**For Staff Use Only**

Requester: \_\_\_\_\_ Department: \_\_\_\_\_ Extension: \_\_\_\_\_

Division Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Purpose of Entry: \_\_\_\_\_

Date(s): \_\_\_\_\_ Time: \_\_\_\_\_ Duration: \_\_\_\_\_

Escort: \_\_\_\_\_

Type of Authorization Requested (Check One):  Gate Clearance  State ID Card (Contractor)

Last Name, First Name, MI: \_\_\_\_\_

Other names you have been known by: \_\_\_\_\_

Date of Birth (Month, Day, Year): \_\_\_\_\_

Gender:  Male  Female  Non-Binary

Social Security Number (SSN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Contact Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ State Bar #: \_\_\_\_\_

State ID # or Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Passport # (if no State ID/Driver's License): \_\_\_\_\_

Have you ever visited or had a personal relationship with any California Department of Corrections and Rehabilitation inmate or parolee for non-work related reasons?

(If yes, please complete the CDCR Form 2189 Incarcerated/Paroled Relative/Associate Notification.)

Are you a former California State Prison inmate? No:  Yes:

Have you ever been restricted or denied access to a State Prison? No:  Yes:

(If yes, please provide an attachment listing the institutions and the reason for the restriction/denial.)

Have you ever been convicted of a felony? No:  Yes:

(If yes, please list the dates, counties & violations.)

Are you currently on probation/parole? No:  Yes:

Do you have any pending or outstanding charges? No:  Yes:

By signing this application, I attest that all of the information provided is true and correct. I acknowledge that prior written consent from the supervising agency is required for any parolee, probationer, or formerly incarcerated person to enter prison grounds. I further understand that, if approved, access is restricted to the designated area(s) and shall be under state employee escort unless otherwise authorized.

In accordance with the Privacy Act of 1974 (PL93-579), providing a SSN is optional. However, any omission of falsification may be cause for denial of access.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVE  DENY

Hiring Authority Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

**NO LONGER INTERESTED NOTIFICATION**

OFFICE OF PEACE OFFICER SELECTION

CDCR 1797 (Rev. 09/21)

Page 1 of 1

## NO LONGER INTERESTED (NLI) NOTIFICATION

NLI forms are not to be submitted unless the employee leaves the Department.

Please type or print clearly

Last Name <b>(Mandatory)</b>		First <b>(Mandatory)</b>	Middle <b>(Mandatory)</b>	Date of Birth <b>(Mandatory)</b>	Sex
CII/SIID Number	ATI Number	Social Security Number <b>(Mandatory)</b>		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) <b>(Mandatory)</b>		
			Original Fingerprint Hiring Authority and Submission Date <b>(Mandatory)</b>		Today's Date <b>(Mandatory)</b>

### DO NOT PROCESS THIS FORM IF THE EMPLOYEE WILL REMAIN EMPLOYED WITH THE DEPARTMENT OF CORRECTIONS AND REHABILITATION

**\*ALL FIELDS BELOW ARE MANDATORY\***

1. Position Title: \_\_\_\_\_
2. Type of Separation:  Termination/Resignation      Date of Separation: \_\_\_\_\_  
 Retirement      Date of Separation: \_\_\_\_\_  
 Transfer to other CA Agency  
 Other - Specify: \_\_\_\_\_
3. Name of personnel section employee processing NLI: Denise Lupercio
4. Telephone number of personnel section: (916) 322-9065
5. Hiring Authority Acronym: DRP

Questions regarding this form may be directed to the Office of Peace Officer Selection, Live Scan Unit at (916) 255-1025.

**Fax to: (916) 255-3302**

or

**Email to: CDCRLiveScan@cdcr.ca.gov**

or

**Mail to: California Department of Corrections and Rehabilitation  
Office of Peace Officer Selection  
10000 Goethe Rd, Ste C-2  
Sacramento, CA 95827  
Attn: OPOS Live Scan Unit**

NOTE: Department of Justice BCII 8302 – No Longer Interested Notification allows agencies to develop their own "No Longer Interested" form or return a copy of the subject's RAP sheet or fingerprint card. Whichever alternative is chosen, the following must be on the returned document: "No Longer Interested Notification", the effective date, and the CII or SID number.



STATE OF CALIFORNIA  
**ACTIVITY REPORT**  
 CDCR 1502 (Rev. 07/24)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page 1 of 2

<b>CHECK BOX</b>				
<input type="checkbox"/> SUPPLEMENTAL TO: _____		<input type="checkbox"/> ACTIVITY REPORT	<input type="checkbox"/> CASE REVIEW	<input type="checkbox"/> CIVIL ADDICT Suspend/Reinstate
		<input type="checkbox"/> DISCHARGE REVIEW - FELON/NON-FELON		
CDCR NUMBER	NAME	SUPERVISION CATEGORY	REGION	PAROLE UNIT
COMMITMENT OFFENSE		IS COMMITMENT OFFENSE SUBJECT TO 667.5 (C) P.C. <input type="checkbox"/> YES (WHETHER OR NOT COMMITMENT WAS ENHANCED)? <input type="checkbox"/> NO		
* DISCHARGE REVIEW DATE		* CONTROLLING DISCHARGE DATE		<input type="checkbox"/> IMMINENT DISCHARGE
<b>IF ARRESTED, COMPLETE THE FOLLOWING ARREST DATA</b>				
ARREST DATE	HOLD DATE	HOLD REMOVED DATE	ARRESTING AGENCY	BOOKING NUMBER AND / OR LOCATION
LOCAL NUMBER	REPORT NUMBER	NAME BOOKED AS		

<b>PAROLE AGENT'S RECOMMENDATION:</b>	<input type="checkbox"/> CONTINUED ON SECOND PAGE	
	PAROLE AGENT'S SIGNATURE	
	BADGE #	DATE SIGNED

<b>UNIT SUPERVISOR'S ACTION:</b>				
<input type="checkbox"/> DECISION	<input type="checkbox"/> REVIEW	<input type="checkbox"/> RETAIN HOLD	<input type="checkbox"/> RELEASE HOLD AS OF (DATE): _____	<input type="checkbox"/> CANCEL WARRANTS - WANTS
<input type="checkbox"/> CONTINUE ON PAROLE	<input type="checkbox"/> CONTINUE IN OUT PATIENT STATUS	<input type="checkbox"/> * DISCHARGE EFFECTIVE (DATE): _____		<input type="checkbox"/> RETAIN ON PAROLE
<input type="checkbox"/> REINSTATE ON PAROLE AS OF (DATE): _____	<input type="checkbox"/> TIME LOSS	<input type="checkbox"/> SUSPEND / REINSTATE IN OPS /CAP AS OF (DATE): _____	<input type="checkbox"/> REFER TO BPH	<input type="checkbox"/> INVESTIGATE, SUBMIT APPROPRIATE REPORT BY (DATE): _____
<input type="checkbox"/> SPECIAL CONDITION(S): _____				<input type="checkbox"/> ADD <input type="checkbox"/> DELETE

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

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



FID000035B

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### INSTRUCTIONS FOR COMPLETING CDCR 1502, ACTIVITY REPORT

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#### 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 / Reinstatement," giving date of first clean test, or "Continue in Out Patient or Civil Addict Parole Status."

Distribution: Original to Case Records, one copy to the field file, and one copy to the releasee.

STATE OF CALIFORNIA  
**INCIDENT REPORT (DRP)**  
 CDCR 2284 (04/14)

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
 DIVISION OF REHABILITATIVE PROGRAMS  
 OFFICE OF OFFENDER SERVICES / COMMUNITY AND REENTRY SERVICES  
 Page 1 of 1

CHECK ALL DIVISIONS THAT WERE NOTIFIED OF THIS INCIDENT <input type="checkbox"/> DAPO <input type="checkbox"/> DHCS <input type="checkbox"/> DRP <input type="checkbox"/> OTHER: _____		INCIDENT DATE	INCIDENT TIME
CDC NUMBER	PAROLEE NAME (LAST, FIRST, MI)	PAROLE AGENT OF RECORD (NAME AND TELEPHONE NUMBER)	
INCIDENT LOCATION/SITE NAME AND PHYSICAL ADDRESS		NAME AND ADDRESS OF REPORTING AGENCY OR PROGRAM	
PROGRAM ADMISSION DATE	CASE MANAGER NAME TELEPHONE NUMBER AND E-MAIL ADDRESS		
WAS LOCAL LAW ENFORCEMENT AGENCY CONTACTED? <input type="checkbox"/> YES <input type="checkbox"/> NO		WAS THE PAROLEE ARRESTED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF LOCAL LAW ENFORCEMENT AGENCY CONTACTED		IF ARRESTED, NAME OF ARRESTING AGENCY	DATE OF ARREST
CHECK ALL OTHER EMERGENCY RESPONSE AGENCIES CONTACTED <input type="checkbox"/> FIRE <input type="checkbox"/> PARAMEDICS <input type="checkbox"/> POLICE		NAME(S) OF AGENCY(IES) CONTACTED	
NEWS MEDIA COVERAGE <input type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF NEWS MEDIA AGENCY	NEWS MEDIA REPRESENTATIVE'S NAME AND TELEPHONE NUMBER	
<b>DESCRIPTION OF INCIDENT</b> PLEASE PROVIDE A DETAILED DESCRIPTION OF KNOWN INFORMATION RELATED TO THIS INCIDENT (WHO, WHAT, WHEN, WHERE, HOW, AND IF KNOWN, WHY, AND INCLUDE THE NAMES OF WITNESSES OR OTHER INVOLVED PARTIES AND ANY ACTIONS TAKEN OR FORCE USED.)			
NAME AND TITLE OF REPORTING PERSON (PRINT)		TELEPHONE NUMBER	SIGNATURE
			DATE

DISTRIBUTION: ORIGINAL TO DIVISION OF REHABILITATIVE PROGRAMS, OFFICE OF OFFENDER SERVICES / COMMUNITY AND REENTRY SERVICES  
 COPY TO PAROLE AGENT OF RECORD

**Workbook Key**

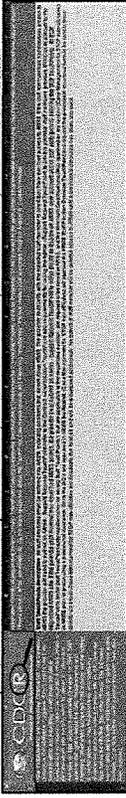
Touchpoints and Functionality CRS Procedures tab (screenshots are from the Touchpoints tab to provide and appearance example);  
 Row 1, Column B - J (Row 1, Column B - J on the Functionality CRS Procedures tab): This section details the list of the spreadsheet, and who to contact for guidance.

Row 1, Column K - R (Row 1, Column K - R on the Functionality CRS Procedures tab): This section provides the definition for a Touchpoint/Functionality.

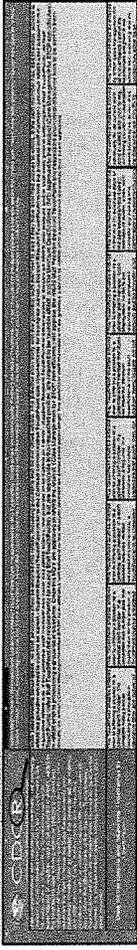
Row 2, Column A - This section provides a brief summary of the Data Entry, Requirements and Reporting Timeframes from all of the various Community and Reentry Service Contracts.



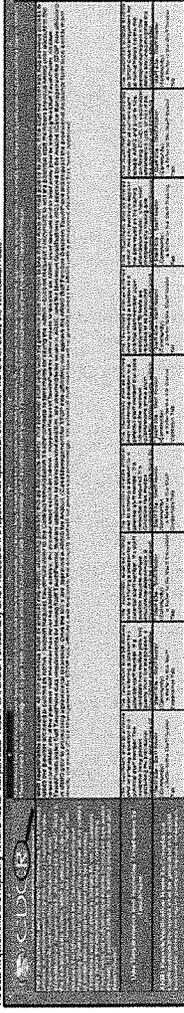
Row 2, Column B - E (Row 2, Column B - E on the Functionality CRS Procedures tab): This section is color coded and provides a detailed description with instructions for that section.



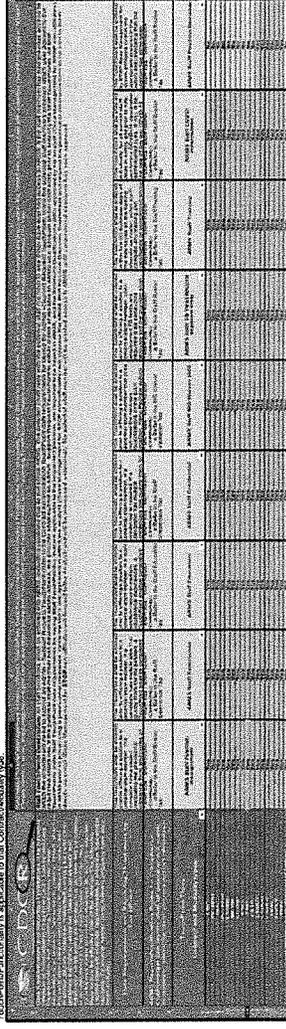
Row 3, Column B - R (Row 3, Column B - R on the Functionality CRS Procedures tab): This section is color coded and provides detailed instructions for the Data Requirements and Reporting Timeframes for that particular Touchpoint and/or Functionality CRS Procedure.



Row 4, Column B - R (Row 4, Column B - R on the Functionality CRS Procedures tab): This section is color coded and provides the list of the AMIS report and the corresponding job 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 step.



Row 5 - 22, Column B - R (Row 5 - 22, Column B - R on the Functionality CRS Procedures tab): This section is color coded and provides the list of the Contract/Modality types, and whether the Contract/Modality is applicable to that Contract/Modality type.



\*\* Please note that in order for CRS to fit all requirements in one Excel Workbook, all cells have been formatted with wrap around text. Please ensure you select the call in question and utilize the formula bar to view all data in that cell. The tabs below are color coded to match the tabs in the spreadsheet, and must be copied directly from the call formulas 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.



						Programming TouchPoints Described in the Community Provider will be required to enter all Programming TouchPoints associated with their program. All TouchPoints within this category shall be entered within the Services program and/or the appropriate modality in ARMS.
If it is determined that the participant will be placed on the waitlist, this TouchPoint shall be entered within five (5) business days of the participant's admission to the program.	This TouchPoint shall be entered within five (5) business days of the participant's admission to the program.	This TouchPoint shall be entered within five (5) business days of the participant's admission to the program.	This TouchPoint shall be entered within five (5) business days of the participant's admission to the program.	This TouchPoint shall be entered within five (5) business days of the participant's admission to the program.	This TouchPoint shall be entered within five (5) business days of the participant's admission to the program.	This TouchPoint shall be entered within five (5) business days of the participant's admission to the program.
End of Community Provider Summary Report	* 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 07 - Participant TouchPoint Audit Report o Refer to the Details Tab
ARMS Wait List	ARMS External Referral					
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No





<p>This TouchPoint shall be entered individually within five (5) business days of receipt for each participant, upon admission to supportive services or motivation program. If the Agent of Record is referred to a different service</p>	<p>This TouchPoint shall be entered within five (5) business days of each participant's TouchPoint Audit Report</p>	<p>Each STOP Internal (CBP) Transportation TouchPoint shall be entered into ARMS within ten (10) business days of the date the business days of the date the</p>	<p>A TouchPoint shall be keyed and the participant is placed into one of the following Phases:</p>	<p>This TouchPoint shall be keyed within five (5) business days of participants' admission to the program indicating the</p>	<p>This TouchPoint shall be keyed within five (5) business days of participants' admission to the program, indicating the</p>	<p>Each STOP Transportation Plan (CBP) region must be input into the ARMS Transportation also. ARMS include, all holidays(s) made days of the transportation segment</p>
<p>* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab</p>	<p>* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab</p>	<p>* Client 07 - Participant TouchPoint Audit Report o Refer to the Details Tab</p>	<p>* Client 17 - Program Phase Assignment o Refer to the Phase Progression Tab</p>	<p>* Client 17 - Program Phase Assignment o Refer to the Phase Progression Tab and the DHCS Data (Active Tab)</p>	<p>* Client 17 - Program Phase Assignment o Refer to the Phase Progression Tab and the DHCS Data (Active Tab)</p>	<p>* STOP 02 - Transportation Plan (CBP) o Refer to the Plan Segments Tab</p>
<p>ARMS Supportive Services/Motivational Incentives</p>	<p>ARMS Agent of Record</p>	<p>STOP Referral Request Form</p>	<p>ARMS Program Phase Assignment</p>	<p>ARMS Health Insurance Status TouchPoint</p>	<p>ARMS Med-Cal Application TouchPoint</p>	<p>STOP Transportation Plan Segment</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>No</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>No</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Yes</p>
<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>





<b>SITE INSPECTION</b>				
<b>Bidder Name:</b>		<b>Date of Initial Site Visit:</b>		
<b>Facility Name:</b>		<b>Facility Address:</b>		
<b>Facility Contact Person:</b>		<b>City and State:</b>		
<b>Site Capacity:</b>		<b>Telephone Number:</b>		
<b>Site Visit Analyst(s):</b>				
<b>PASS</b>	<b>FAIL</b>	<b>COMMENTS</b>		
<p>The purpose of the site visit is to view the proposed site to ensure it meets the requirements of the contract. The following checklist shall be used to identify critical elements that are deemed acceptable as outlined in the Scope of Work. Check "YES" if the proposed site includes the element at an acceptable level; check "NO" if the proposed site does not address the element; Any "NO" answers may result in immediate disqualification from the contracting process.</p>				
Physical Site Requirements		MEETS SITE REQUIREMENTS		COMMENTS
		YES	NO	
1	Is the facility located within one-half (0.5) mile of public transportation			
2	Receive a copy of the Proposer's facility site floor plan			
3	Is the facility location able to accommodate Penal Code (PC) 290 registrants?			
4	Does the Facility have a minimum of one functional, clean and well-maintained restroom, accessible for participants with disabilities?			
5	Space to accommodate the full capacity in a group setting			
6	Is Education/Literacy classroom space large enough for 10% of capacity			
7	Does the control area contain charged fire extinguisher(s) situated in key locations and contain operational smoke detectors?			
8	Are all participant case files secured in a locked file cabinet and accessible only to authorized CDCR/Contractor staff?			
9	Does the assigned CDCR staff have adequately furnished, private office space at a minimum of 95 square feet?			
10	Is parking made available for CDCR, contractor, visitor staff within one hundred (100) yards of the DRC location. Are Handicapped-parking spaces available in accordance with ADA?			

STATE OF CALIFORNIA  
**REQUEST FOR LIVE SCAN SERVICE**  
 CDCR 3056 (Rev. 08/21)

DEPARTMENT OF CORRECTIONS AND REHABILITATION  
 OFFICE OF PEACE OFFICER SELECTION  
 Page 1 of 4

## REQUEST FOR LIVE SCAN SERVICE

### APPLICANT SUBMISSION - PLEASE TYPE WHEN POSSIBLE

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

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

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

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Date

## REQUEST FOR LIVE SCAN SERVICE

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### Privacy Notice

As Required by Civil Code § 1798.17

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

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

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

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

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

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

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

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

## REQUEST FOR LIVE SCAN SERVICE

### Privacy Act Statement

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

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

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

## REQUEST FOR LIVE SCAN SERVICE

### Noncriminal Justice Applicant's Privacy Rights

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

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

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

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

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

<sup>1</sup> Written notification includes electronic notification, but excludes oral notification

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

<sup>3</sup> See 28 CFR 50.12(b)

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