

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



August 7, 2013

Mr. Mike Ferry, Director  
County of Monterey, Parks Department  
855 E. Laurel Dr., Bldg G  
Salinas, CA 93905

Dear Mr. Ferry,

**AGREEMENT NUMBER: 5600003789**  
**SERVICE: INMATE COMMUNITY SERVICE WORK CREW**

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits. This agreement is not valid unless and until approved. The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you. Please allow up to two months for approval.

Please have all items dated and signed with an **original signature** by an authorized representative.

Copies of the following document(s) must be returned to CDCR's OBS before this Agreement can be sent to DGS for approval.

Certificate of Insurance

As required under the Insurance requirements provision in Exhibit D, CDCR Special Terms and Conditions for Public Works Agreements:

- o The Contractor is required to provide a letter of proof of insurance.

Contractor Certification Clauses

This Agreement does not include a hard copy of the Contractor Certification Clauses (CCC), which are incorporated by reference into the Agreement. The CCC may be

downloaded from the Internet at [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language) and printed for your files. An original, signed copy of the CCC must be returned with the two signed STD 213s, the attached exhibits and any other requested documentation. Failure to submit a signed CCC will delay approval of this Agreement. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst at the telephone number listed in the last paragraph of the letter.

Board Resolution

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses.

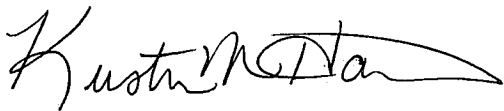
All documentation must be returned to CDCR, OBS, at the following address:

California Department of Corrections and Rehabilitation  
Office of Business Services  
Attention: Kristine Harris, Contract Analyst  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827

If the Agreement and other required document(s) are not returned **within two weeks**, the Agreement cannot be processed and may be cancelled.

If you have any questions or need assistance, do not hesitate to contact me at (916) 255-6164.

Sincerely,



Kristine Harris  
Contract Analyst

AGREEMENT NUMBER <b>5600003789</b>
---------------------------------------

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

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**

CONTRACTOR'S NAME

**COUNTY OF MONTEREY**

2. The term of this Agreement is: **October 1, 2013** through **September 30, 2015**

3. The maximum amount of this Agreement is: **\$ REIMBURSEMENT**  
 (ESTIMATED AMOUNT \$12,000.00)

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.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Rate Sheet	1 page
Exhibit B-2 – Sample Invoice Statement	1 page
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 13 pages
- Exhibit - D\* Special Terms and Conditions

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 [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

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

**COUNTY OF MONTEREY**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Mr. Mike Ferry, Director**

ADDRESS

**855 E. Laurel Drive, Bldg G  
 Salinas, CA 93905**

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Gina Banks, Chief, Institution Contracts Section**

ADDRESS

**9838 Old Placerville Drive, Suite B-2  
 Sacramento, CA 95827**

*California Department of General Services Use Only*

I hereby certify that all conditions for Exemption have been complied with and this contract is exempt from the Department of General Services Approval per DGS exemption Letter #CDCR\_\_

By:

Exempt per:

AGREEMENT NUMBER <b>5600003789</b>
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**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<p><i>California Department of General Services Use Only</i></p> <p>I hereby certify that all conditions for Exemption have been complied with and this contract is exempt from the Department of General Services Approval per DGS exemption Letter #CDCR__</p> <p>By:</p> <p><input type="checkbox"/> Exempt per:</p>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
<b>COUNTY OF MONTEREY</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<p>Mr. Mike Ferry, Director</p> <p>ADDRESS</p> <p>855 E. Laurel Drive, Bldg G</p> <p>Salinas, CA 93905</p>		
<b>CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<p>Gina Banks, Chief, Institution Contracts Section</p> <p>ADDRESS</p> <p>9838 Old Placerville Drive, Suite B-2</p> <p>Sacramento, CA 95827</p>		

## INMATE COMMUNITY SERVICE WORK CREWS

### 1. INTRODUCTION

Contractor shall provide all equipment, materials, supplies, and tools necessary for the California Department of Corrections and Rehabilitation (CDCR), Correctional Training Facility (CTF) located at Highway 101, Soledad, CA 93960, and inmate work crews to perform general labor for the County of Monterey owned properties. The services to be performed shall consist of the work listed herein.

This contract shall provide a meaningful, useful, and manageable work program as part of the work incentive of inmates at CTF to render a public service. Under no circumstances are inmates to be considered employees or agents during the term of assignment of projects. Services to be provided by CDCR inmate work crews shall consist of the following but not limited to:

Landscape Maintenance	Park Maintenance
Litter Removal	Miscellaneous Landscaping Work
Graffiti Removal	Pruning Trees and Shrubs
Weed Abatement	

General clean up and other activities mutually agreed upon

Work areas will be in the County of Monterey and CDCR inmate work crews shall only perform maintenance on property "under the umbrella" of the contractor.

### 2. CONTRACTOR RESPONSIBILITIES

- a. Designate a Project Coordinator (PC) representative for each assigned project who will assist and give instructions and technical supervision for each project performed by inmates, as well as deadlines for projects, if applicable.
- b. Will not use inmate crews in lieu of paid staff or in violation of the Public Contract Code.
- c. There shall be no commingling of inmate crews with the public or Contractor staff other than the immediate technical direction by Contractor to ensure quality control of the work to be performed.
- d. Provide training to inmate crews in all safety procedures and a safe working environment. CDCR realizes and acknowledges that the performance of work in and around the work sites can be hazardous and that injuries to workers can occur which cannot be reasonably avoided by any of the parties hereto. However, the Contractor agrees not to assign any inmate work crews to work in any area which the Contractor knows to be unsafe or in a dangerous condition.
- e. Provide assignments and necessary equipment, materials, plans, technical guidance, and supplies as necessary for all projects to be completed except when agreed upon in advance that CDCR will furnish all or part. Provide any special clothing and/or safety equipment required in addition to what CDCR provides.
- f. Provide any heavy equipment necessary for the completion of projects and personnel to operate the heavy equipment.

- g. Maintain all equipment in good working condition. The cost of equipment, materials, and supplies will be at the sole expense of the Contractor.
- h. Ensure that all equipment necessary to complete the project is delivered to the worksite.
- i. Provide traffic control and adequate equipment/materials (i.e., barricades, cones and signs, etc.) to ensure the safety of all workers.
- j. Report all disputes/concerns from the community, labor unions and institution staff. Contractor shall inform the Institution Contract Liaison within seven (7) days in writing.
- k. Contractor to assist in protecting community safety and security by informing local law enforcement office of inmate crew location for the purpose of providing periodic patrol or for escape pursuit.
- l. Contractor staff working in and around inmates will be familiar with the laws, rules and regulations governing conduct in associating with prison inmates. Contractor is responsible for ensuring employees adhere to the laws, rules and regulations relating to inmates.

### 3. CDCR RESPONSIBILITIES

- a. Assign qualified custodial inmate workers to perform general labor on the properties under the jurisdiction of the Contractor. Under no circumstances will said work crew(s) be used on public works projects or projects requiring skilled labor or projects requiring public bidding.
- b. Reject any project that could jeopardize the use of inmate laborers or bring undue criticism to the use of this resource.
- c. Ensure that inmate work crews shall not operate any tools, equipment, or motorized vehicles that they have not been trained and authorized to use.
- d. Ensure inmate workers are not allowed to operate any mobile equipment on a public road, except in extreme emergency, and must report such instance to the inmate work crew supervisor immediately following the emergency as outlined in the California Code of Regulations, Title 215, Section 3408, VEHICLES.
- e. Maintain, through proper classification procedures, a list of approved inmates to be utilized as off-reservation work detail workers.
- f. Determine the quantity of inmates that will be committed to a specific work site based on safety/security factors. Inmate work crew size will be limited to a minimum of seven (7) and a maximum of fourteen (14) inmates per custodial supervisor. **If the minimum numbers of inmates are not available for work crew assignment; work crews will not be sent.**
- g. Be responsible for maintaining a daily log and control of all tools, equipment and fuel assigned to the inmate work crew. All tools must be accounted for at the end of each workday.
- h. Provide custody supervision for the discipline, security, control, welfare and safety of inmates.
- i. Bear any obligations to provide worker's compensation insurance for the assigned inmate workers and custody staff to the extent that such obligations may apply, except as specified by law (Section 3370-3371, Labor Code).
- j. Perform all necessary paperwork including but not limited to, hours worked, travel logs, and invoicing for services.
- k. Provide transportation of inmate work crews to the worksite and for their return to the institution at the end of each workday.

- l. Provide short and long handled landscaping tools, gloves and disposable protection coveralls for the inmate work crews. Provide inmates with all personal protective equipment and/or safety gear for each project as necessary. The CDCR will provide first aid kit as required by CAL OSHA.
- m. Ensure the inmate work crew wears all safety equipment provided at all times. The Contractor is responsible for instructing which safety item must be worn at the worksite.
- n. Provide sack lunches for inmates at the work project.
- o. Provide portable toilets, or access to facilities, if a permanent toilet is not on or adjacent to the worksite. Transport the portable toilets to and from the worksite.
- p. Temporarily suspend work on any project without prior notification based on unforeseen custodial or situational circumstances. Written notification will be given if suspension will exceed 24 hours. Contractor agrees that scheduled work crew activities may be delayed and/or canceled as a result of institution security issues, such as lockdowns and/or inclement weather, such as fog, that poses a security hazard. The CDCR shall not be liable for any delay.

#### 4. LIABILITY

- a. Neither the Contractor, nor any officer or employee hereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CDCR under or in connection with any work, authority or jurisdiction not delegated to the Contractor under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, CDCR shall fully indemnify and hold the Contractor harmless for any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CDCR under or in connection with any work not delegated to the Contractor under this agreement.
- b. Neither CDCR, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Contractor under or in connection with any work, authority or jurisdiction delegated to the Contractor under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, the Contractor shall fully indemnify and hold CDCR harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Contractor under or in connection with any work not delegated to CDCR under this agreement.
- c. Nothing in this agreement is intended to, nor shall operate so as to abrogate any legal immunity afforded either CDCR or Contractor, including, but not limited to, immunities provided by Government Code sections 844.6, 845.8 or similar such immunities afforded under law.
- c. It is understood that the contractual relationship of CDCR and the Contractor is that of independent Contractor. The agents and employees of CDCR on assignment to Contractor are not, and shall not be considered employees or agents of Contractor.

**5. WORK SCHEDULE**

Inmate crew shall leave the institution no earlier than 8:00 a.m. and return to the institution no later than 3:45 p.m. Upon availability, crews shall be provided to the Contractor up to five (5) days per week, Monday through Friday. Work schedule shall commence and end at the institution. The maximum hours allowed per day for custody staff and inmate workers is eight (8) hours including travel time to and from project site. CTF shall provide the Contractor an inmate work crew upon written request for scheduling of the crew for projects and/or typical work assignments to CDCR for approval by the 10<sup>th</sup> calendar day prior to the month of work commencement by CDCR. Ongoing and repetitive projects will not require additional approval.

The contact person will be notified if the dates can be met. The request can be for one (1) day a week, not to exceed five (5) days a week, between the hours of 8:00 am and 3:45 pm, Monday through Friday. Work schedule shall commence and end at the institution. The contractor shall receive the services of the inmate work crew(s) between the hours of 8:00 am and 3:00 pm of each workday, inclusive of a half hour supervised lunch break. The maximum hours allowed per day for custody staff and inmate workers is eight (8) hours.

Except in cases of emergency, there shall be no project work on Saturday, Sunday or those holidays defined in Section 6700 through 6705 of the California Government Code as designated holidays for state employees. CDCR will not commit custodial supervision to the Contractor's projects on days that the Contractor cannot utilize their labor.

**6. DISCIPLINE**

Discipline of the inmate workers is the sole responsibility of institution staff. Contractor, whenever possible, assists Correctional Officers in control of inmates in emergency situations on work locations under the guidance of custody staff. Contractor personnel shall report through established channels all acts of inmate workers contrary to law, regulations, or City rules.

**7. ACCIDENTS/DAMAGES**

Damage caused to the equipment covered herein due to fire, abuse, act of God, accident, unauthorized alterations, disasters, the elements, failure of electrical power, misuse, use of unauthorized agents, vandalism or negligence by the State or its officers, agents, employees, or CDCR inmates, are not covered by this agreement except on a time and material basis. Such repairs will be performed by the Contractor.



**8. NOTICES**

Notices (correspondence) to be given between the parties shall be in writing. Addresses are as follows:

Correctional Training Facility  
Attn: Procurement  
P. O. Box 686  
Soledad, CA 93960  
Telephone (831) 678-5842

County of Monterey, Parks Department  
Attn: Mike Ferry - Director  
P. O. Box 5249  
Salinas, CA 93915  
Telephone (831) 755-4909

**9. CDCR CONTACT INFORMATION**

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

- Billing/Payment Issues:  
Sacramento Regional Accounting Office  
P. O. Box 187016  
Sacramento, CA 95818-7016  
Phone Number: (916) 255-2042  
FAX Number: (916) 255-2103
- Scope of Work/Performance Issues:  
Correctional Training Facility  
Tracy Mano, Institution Contract Liaison  
Phone Number: (831) 678-5842  
FAX Number: (831) 678-5801
- General Contract Issues:  
California Department of Corrections and Rehabilitation  
Office of Business Services  
Master and Service Contracts Unit  
Kristine Harris, Contract Analyst  
Phone Number: (916) 255-6164  
FAX Number: (916) 255-6187

**1. Invoicing and Payment (reimbursement contracts)**

- a. The CDCR will submit an Invoice to the Contractor, by the 10<sup>th</sup> day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement
- b. Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)  
Southern California Regional Accounting Office  
Attention: Accounts Receivable  
PO Box 6000  
Rancho Cucamonga, CA 91729-6000

**INMATE COMMUNITY SERVICE WORK CREWS**

Contractor shall reimburse CDCR monthly in arrears, as follows:

<b>Correctional Officer Reimbursement</b>	\$49.00*	per hour, per custody staff
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\*This amount may increase per contract negotiations at anytime during the agreement term. Any changes to the Correctional Officer reimbursement rate as a result of contract negotiations will require a formal amendment to the contract.

# SAMPLE

## INMATE COMMUNITY SERVICE WORK CREWS

### INVOICE STATEMENT

Invoice Number: 001

Month August Year 2012

### B. CORRECTIONAL OFFICER REIMBURSEMENT

Date of Service	Number Of Officers	Number of Hours Per Officer	Cost Per Officer, Per Hour	Total Cost of Officers
August 15, 2012	1	X 10	X \$49.00	= \$490.00

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 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.

**3. 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.

**4. Taxes**

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

**5. 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.

**6. 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.

**7. Extension of Term**

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

**8. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify 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 inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably

necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

### **13. Contract Violations**

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

### **14. 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, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

### **15. 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 inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless

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

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

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

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

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

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. Disclosure**

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

**23. 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.

#### **24. Indemnification**

The Contractor shall indemnify, defend and hold harmless the State, its officers, agents, and employees from any and all claims for damages arising out of occurrences, accidents, or misuse by the Contractor or its purchasers resulting from waste collected from the State and the Contractor recycling the waste for production of by-products for third-party use.

#### **25. Mutual Hold Harmless**

Contractor agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, its officers, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the State as allowed by law.

#### **26. 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's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. 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:

#### **27. 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, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

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

#### **28. Blood borne Pathogens**

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

#### **29. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or

wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **30. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. 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.

### **31. 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.

**32. Prison Rape Elimination Policy**

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. The CDCR shall maintain 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.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

**33. 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.



**34. 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.