

I. Introduction

The County of Santa Clara, Office of the County Executive, Day Reporting Center (DRC) agrees to provide California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), an array of evidence-based programs, and other services targeted to address the criminogenic needs of parolees with a moderate to high risk to re-offend. These services shall be coordinated via the CDCR/DRP, Santa Clara County DRC.

The goal of the County of Santa Clara, DRC is to reduce recidivism and increase public safety through effective community reintegration. The programs and services provided will assist in reintroducing parolees back into their respective communities, family systems, and other positive support structures. The programs and services offered shall include, but are not limited to: education and literacy support; pre-employment and job readiness; substance use disorder counseling; and Cognitive Behavioral Treatment (CBT) interventions to include criminal thinking, anger management, family relationships, and transitional housing.

All program services components shall be in accordance with this Agreement and all applicable local, city, county, state, and federal statutes, regulations, and ordinances. Policies and Procedures regarding the day-to-day operation of the DRC shall be submitted to the DRP Program Analyst within ten days of execution of this agreement. The DRC shall serve all parolees, including Penal Code (PC) 290, and from outside the county, upon referral from a parolee's Agent of Record (AOR).

**LOCATION AND DAILY CAPACITY**

The Contractor shall ensure services are provided at 151 West Mission Street, San Jose, CA, 95110 with a minimum daily capacity of 115 parolees.

II. Personnel

A. Administration

1. Staff 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.

2. Ratios

On-site Ratios

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

Caseload Ratios

Parolee to Caseworker caseload ratio is 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 Analyst, Caseload Exception Request Form (Attachment 1).

3. Policy and Procedures

The Contractor shall complete and submit, electronically, employee policies and procedures within thirty (30) days of the commencement date of this Agreement.

a. Employment Practices

The Contractor shall develop and maintain policies related to employment practices in the areas of:

- 1) Work hours;
- 2) Staff benefits (i.e., vacation, sick leave, insurance, retirement, etc.);
- 3) Holiday schedules
- 4) Promotions;
- 5) Pay increases; and
- 6) Hiring and termination conditions.

b. Employee Performance Evaluations

The Contractor shall conduct performance evaluations annually, which are documented and retained in the employee's personnel file.

c. Employee Grievance and Appeals Procedures

The Contractor shall implement an employee grievance process to address unresolved issues, which also includes an appeal procedure.

d. Discrimination Clause and Sexual Harassment Policy

The Contractor shall have a sexual harassment policy in compliance with State and Federal laws. The Contractor shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender, or sexual orientation.

e. Nepotism Policy

The Contractor shall have a policy on nepotism in accordance with CDCR's rules, regulations, policy, and procedures that prohibits direct supervision and work performance evaluations of immediate family members. Exceptions to this policy shall require written approval from the DRP Program Analyst.

f. Fraternalization Policy

The Contractor shall comply with California Code of Regulations (CCR) Title 15, Division 3, Chapter 1, Subchapter 5, Article 2, sections 3400-3401, which prohibits employees from fraternizing with parolees and their families.

B. Staffing

Ensure that all Contractor and/or Subcontractor staff responsible for program curriculum delivery meets all skills, abilities, and knowledge.

Contractor shall provide duty statements within thirty (30) days of contract execution.

1. Key Positions/Minimum Qualifications (MQ)

Full-time employees throughout the term of this agreement shall fill key staff

positions. Position descriptions and minimum qualifications shall conform to the requirements listed below; however, actual classification titles may vary.

a. Program Manager/Center Manager

The Program Manager/Center Manager shall possess either: 1) a Master of Arts (MA) degree from a granting institution accredited by the Western Association of Schools and Colleges (WASC) or its equivalent and a minimum of three (3) years of experience working with parolees, or 2) a Bachelor of Arts (BA) or Bachelor of Science (BS) degree and a minimum five (5) years of experience working with parolees. 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 parolees or other criminal justice populations may be substituted for the educational and work experience. This position shall be filled with one (1) full-time staff member.

Responsibilities shall include but not be limited to the following:

- 1) Maintain overall administrative responsibility for the delivery of program services;
- 2) Plan, direct and coordinate all program activities;
- 3) Hire and train staff; and
- 4) Oversee the budget and ensure that operational costs do not exceed the funding and work with the DRP Program Analyst.

b. Case Worker Supervisor

The Casework Supervisor shall possess 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, or a high school diploma, or its equivalent and a minimum six (6) cumulative years of full-time experience as journey level counselor in a program serving the criminal justice population.

Responsibilities shall include but not be limited to the following:

- 1) Manage casework functions and supervise casework staff;
- 2) Monitor the treatment service methodology;
- 3) Develop and monitor procedures governing documentation;
- 4) Ensure the Case Management Plan (CMP) is being followed; and
- 5) Participate in case conferences.

c. CBT Facilitator

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

Responsibilities shall include but not be limited to the following:

- 1) Provide evidence-based CBT programs and other life skills programs to parolees;
- 2) Conduct group and individual meetings utilizing motivational

- interviewing techniques;
- 3) Evaluate progress of parolees; and
- 4) Work with parolees to develop and implement a CMP.

d. Caseworker

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.

Responsibilities shall include but not be limited to the following:

- 1) Provide face-to-face services to the DRC parolees;
- 2) Develop CMPs for parolees;
- 3) Develop and monitor the parolee's progress relative to their CMP;
- 4) Make appropriate referrals to outside agencies;
- 5) Maintain progress notes in parolee files;
- 6) Develop an exit plan to include discharge and aftercare information;
- 7) Keep the AOR apprised of parolee's progress;
- 8) Conduct and participate in case conferences for each parolee assigned to the caseloads.

e. Job Developer

This position is a key position of the Contractor's staff. If the Job Developer services are subcontracted, this is a required position of the Subcontractor.

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.

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

- 1) Assess parolee to determine training and Career Technical Education (CTE) needs;
- 2) Assist in formulating plans to achieve occupational goals and refer parolees to appropriate employers, training and educational facilities or other community agencies and organizations;
- 3) Provide counseling to assist parolees in analyzing and evaluating their skills and aptitudes for employability;
- 4) Provide information on occupational opportunities, job requirements, training and rehabilitation resources;
- 5) 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;
- 6) Assist parolee with assembling documents as necessary to legally work within California (e.g. California ID, Social Security Card, etc.);
- 7) Identify the benefits of completing the criminal record expungement

process;

- 8) Provide information or a referral on how to expunge a criminal record and obtain a Certificate of Rehabilitation;
- 9) Mentor the parolee in disclosing appropriate information regarding past convictions and/or parole status to the employer;
- 10) Assist parolee in locating and securing employment, college enrollment or CTE training;
- 11) Work with parolee once they have been employed to address issues that may arise after job placement;
- 12) Obtain verification of parolee employment; and
- 13) Identify and establish a working relationship with local area employers to assist with the recruitment of parolees.

f. Certified Alcohol and Other Drug (AOD) Counselor

This position is a key position of the Contractor's staff if Substance Use Disorder (SUD) services are provided by the Contractor on site.

If SUD services are Subcontracted this is a required position of the Subcontractor.

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.

Responsibilities shall include but not be limited to the following:

- 1) Conduct individual and group substance abuse counseling sessions;
- 2) Notify the Caseworker of any issues involving program or parolee services;
- 3) Make decisions regarding caseload matters;
- 4) Work with Caseworker to develop and implement a CMP.
- 5) Conduct initial interviews of parolee assigned to the Substance Use Disorder Program;
- 6) Prepare a detailed specific treatment plan for each parolee on his/her caseload.

g. Transitional Housing Placement Coordinator

The Transitional Housing Placement Coordinator (THPC) shall possess 1) a Bachelor's degree or its equivalent and six months experience working with like populations or 2) Associate of Arts or Associate of Sciences degree from a granting institution accredited by the WASC or equivalent

and a minimum of two (2) years of experience as a THPC or similar position; or possess a high school diploma, or equivalent and a minimum of four (4) years of experience as a THPC or similar position.

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

- 1) 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.);
- 2) Locates market-rate housing opportunities such as Craigslist and/or other sources;
- 3) Mentors the parolee in disclosing appropriate information regarding past convictions and/or parole status when attempting to secure housing;
- 4) Creates housing and placement plans with each parolee based on his/her goals and needs related to housing;
- 5) Provides referrals to community housing and related resources;
- 6) Follows up with the parolee regarding housing applications submittals and other aspects of their search;
- 7) Ensure parolees adhere to all rules and requirements of the TH;
- 8) Prepares for and facilitates weekly housing meetings to share current opportunities to help parolees complete housing applications provide information identifying practices of a good tenant; and,
- 9) Oversees transitional housing in the community to ensure the facilities are in compliance contract requirements.

#### C. Vacancies

Staff vacancies shall be brought to the immediate attention of the DRP Program Analyst. The Contractor may fill temporary reassignment of existing qualified staff. A temporary vacancy is defined as a vacancy of less than sixty (60) days. Vacancies in excess of sixty (60) days require the immediate recruitment of new, qualified staff, and shall be filled within ninety (90) days from the date of initial vacancy.

#### D. Hiring

##### 1. Minimum Qualification (MQ) Review

At time of contract commencement or prior to hiring a candidate to fill a DRC position, the Contractor shall certify in writing, within three (3) business days, the candidate has met all minimum qualifications as required in this agreement.

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

##### 2. MQ Waivers

The Contractor shall make reasonable attempts to fill all position(s) with a qualified candidate(s). The Contractor may submit a written request on Minimum Qualification Waiver Form (Attachment 2) to the DRP Program Analyst to hire an individual who does not meet minimum qualifications. Requests for a MQ 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.

The Community and Reentry Services (CRS) Chief or designee must approve a waiver of the minimum qualifications.

### 3. Security Clearances

All current and potential Contractor staff, subcontract staff, volunteers and any individual who will be in regular contact with the parolees shall undergo a thorough security clearance. All Live Scan fees associated with the background check shall be borne by the Contractor.

The Contractor shall develop and implement written personnel policies and procedures to describe in detail the security clearance process to be used. The policies and procedures shall be submitted to the DRP Program Analyst within thirty (30) days of execution of this agreement and within ten (10) days of any amendments.

CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate the contract should a threat to security be identified.

The Contractor shall review the Live Scan reports to ensure Contractor staff, subcontract staff, and volunteers meet all CDCR security clearance requirements in this agreement. At a minimum, criteria for approval or denial 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).
- b. The Contractor shall require case-by-case reviews which 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 Contractor, shall provide a written determination of whether or not the following ex-offenders will be approved to work with DRP participants:
  - 1) Ex-offenders that fall under Health and Safety (H&S) Code Section 11590 and/or PC 457.1 shall have completed registration requirements, and employment will not violate those requirements.
  - 2) Ex-offenders with a conviction history involving a serious felony offense as defined by PC 1192.7
  - 3) Ex-offenders with a conviction history involving a violent felony offense as defined by PC 667.5(c).

- c. Ex-offenders who are on active parole or probation 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 participants. The approval will be consistent with the Department Operating Manual, regulations, the statutes, and meet the following criteria:
  - 4) In good standing, as determined by CDCR or County Probation.
  - 5) Must have the Agent of Record (AOR) or Probation Officer written approval on department letterhead.
  - 6) Do not reside or not enrolled as a participant at the program for which they are requesting security clearance.
  - 7) Must follow all terms and conditions of Parole, Probation, registration requirements (With the exception of PC 290 registration, refer to below requirements).
  - 8) Ex-offenders that fall under PC 290 shall have completed registration requirements, and employment will not violate those requirements. PC 290 registrants must follow all terms and conditions of Parole, shall have completed a minimum of 50% of the Parole Supervision term, and must have successfully completed or actively participating in any and all sex offender specific treatment/programming services.

#### 4. Staff Training

The Contractor shall ensure all staff receives initial and ongoing training, within thirty (30) days of hire or within thirty (30) days of contract execution. All training documentation shall be placed in the employee personnel file. At a minimum, each employee shall receive the following:

- a. Employee Orientation (At a minimum Employee Orientation shall include emergency evacuation and preparedness.)
- b. CPR/First Aid
- c. Motivational Interviewing
- d. Sexual Harassment Prevention
- e. Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
- f. Health Insurance Portability Accountability Act (Title 45 CFR Part 164)

### III. Facility Requirements

The Contractor shall maintain all current licenses, certifications, and permits on-site for the duration of this Agreement.

#### A. DRC Site

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

The Contractor shall maintain the facility site(s) within the county to operate the DRC and provide services that are adequate to serve the number of parolees specified in Exhibit A, Section I Location, and Capacity.



2. Documentation

During the term of this Agreement, the Contractor shall maintain and provide CDCR with the following:

- a. Valid Lease Agreement or Intent to Lease Agreement 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. 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;
- g. 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. 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 remains open to parolees between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. A holiday schedule must be submitted at time of contract commencement.

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 thirty (30) days of notification and prior to program implementation. In addition, CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the DRC site and to review the criminal history of non- DRC participants residing in the facility.

6. Length of Stay/Extension

The initial 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 written approval by the DRP Analyst, on an Extension Request Form (Attachment 3). Extensions are not required for 52 week programming (e.g. Domestic Violence or Batter's Program).

7. Safety/Supervision

During the hours of operation, the Contactor shall ensure the staff on site can adequately provide security and supervision at a ratio of 18:1.

8. CDCR/DAPO Office Space

The Contractor shall provide adequate office space designated for one (1) DAPO representative assigned to the 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.)

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, 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 (Attachment 4) 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 policy 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. Transitional Housing (TH) Site

The Contractor shall maintain all current licenses, certifications, and permits on-site for the duration of this Agreement.

1. Daily Capacity

The Contractor shall have transitional housing available to a minimum of twenty five (25) percent of the daily capacity. Contractors are encouraged to provide transitional housing to PC 290 parolees.

The Contractor may subcontract with providers in the community who have available transitional beds, or provide their own transitional housing. If the TH 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, Budget Proposal and selection of each Subcontractor shall adhere to the requirements of the Exhibit E, Line Item Budget Guide (LIBG).

Subcontracted services shall be documented and kept on file at the DRC.

2. TH Documentation

During the term of this Agreement, the Contractor shall maintain and make available to CDCR upon request, the documentation listed in Section III, Subsection A, Item 2.

3. TH Environment

The transitional housing shall be safe, clean, and conducive to alcohol/drug-free living, and may be shared by individuals in various stages of recovery who serve as peer support for one another. Parolee housing may be dormitory style or individual rooms.

4. Meals

Parolees housed at TH 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.

C. DRC /TH Site Safety and Security Requirements

1. Fire Safety and Emergency Procedures

The Contractor shall have fire prevention procedures and safety requirements posted in the main office of the DRC /TH 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/TH. 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/TH.
  4. Emergency Lighting System  
The DRC/TH 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 areas, hallways, and in the main office of the facility in full view of parolees, staff, and visitors.

#### IV. Programming Approach

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

##### A. Gender Responsivity

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

##### B. Cultural Competence

Cultural competence is defined as 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 in a manner that recognizes, affirms and values the worth of individuals, families and communities, and protects and preserves the dignity of each.

C. Trauma-Informed Services

1. Trauma is defined as 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.
2. Trauma and addiction are interrelated issues in the lives of parolees incarcerated or on parole. Understanding the principles of trauma-informed services and how deviations from the principles may trigger trauma-related responses must be incorporated in program and service components.

D. Evidence-Based Programs (EBP)

The Contractor shall implement and utilize EBP. Successful implementation of any EBP requires appropriate training and technical assistance to ensure that the program is implemented with fidelity to the model to achieve the desired outcomes. For each EBP selected, Contractors shall receive and/or provide training and technical assistance.

The Contractor shall provide program components and services, recognized by the National Institute of Corrections (NIC), the Substance Abuse and Mental Health Services Administration (SAMHSA), or other entity recognized as an authority in the field of evidence-based programs, provided at a level corresponding to the parolee's assessed need. The curriculum shall be one that is designed for a community setting.

V. Programming Components

The goal of the DRC is to provide comprehensive, evidence-based programming as follows:

A. Requirements

The Contractor shall ensure the following:

1. All programming components are provided on-site unless prior approval is received by DRP Program Analyst;
2. Programming is provided twice daily for a minimum duration of two (2) hours, Monday through Friday, with morning and afternoon programming available.
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 parolees are placed in appropriate programming according to their CMP;
7. Parolees are engaged throughout each program day in program-related activities and services; and,
8. Conduct exit interviews and provide certificates of completion to parolees who complete all of the components listed in their CMP.

B. Placement Referrals

All parolees are eligible for the programs and services available through DRC; however, CDCR shall have the final decision regarding placement referrals and retains the right to remove parolees from the program at any time. 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 (Attachment 5). CDCR reserves the right to approve or deny any placement.

C. 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, an individual 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) and assist in developing the parolee's CMP. In an effort to maintain consistency with in-prison assessment tools, the Contractor shall ensure the selected assessment tool is comparable to the evidence-based assessment tools administered in prison (e.g. Texas Christian University or equivalent). The Contractor shall demonstrate a working knowledge of the assessment tool(s) selected. Contractor staff shall be trained on the implementation, interpretation, and seven (7) day requirement.
3. The Contractor shall complete the secondary assessment within seven (7) business days of intake.
4. DRP reserves the right to change the specified assessment tool used, and/or require additional assessments with a 30-day notice to the Contractor.

D. Orientation

1. Develop and ensure that all parolees receive an Orientation Program Handbook immediately upon arrival. The handbook shall include, but not be limited to: policies and procedures governing personal conduct, employment, education, counseling, self-improvement, substance abuse, victim awareness, mail, visiting, use of facility telephones, appeals, daily activities, passes, substance abuse testing, paid employment, maximum amount of cash permitted, 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. An acknowledgment of the orientation shall be signed by the staff person conducting the orientation and the parolees and retained in the parolees file.
3. Provide a copy of the Orientation Program Handbook to the DRP Program Analyst(s) within thirty (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 thirty (30) days.

E. Case Management

1. 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 goals and objectives in the CMP shall be based on the results of the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS), the secondary assessment(s) and 1502.
2. The CMP shall consist of the following elements (at a minimum):

- a. Parolee's first name and last name;
  - b. Parolee's CDCR number;
  - c. Specific action items to achieve each goal; and
  - d. Target date(s) for achieving each goal and objective.
3. The CMP shall address the individual needs of the parolee and shall target each need based on the results of the assessment.
  4. A copy of the assessment results and the CMP shall be provided to the AOR and/or DRP Program Analyst upon request.
  5. The Contractor shall update the CMP during monthly one-on-one sessions. The updated CMP shall be signed and dated by the parolee, Counselor, and Counselor Supervisor.
  6. The Contractor shall develop a discharge plan with the parolee, thirty (30) days prior to program completion.
- F. Cognitive Behavioral Treatment 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  
The Contractor shall provide CBT curricula that address parolee's anti-social thinking, criminal behaviors and moral reasoning. The curricula shall include moral development, narcissism, low ego, self-esteem, resistance to change, defensive attitudes, reasoning and behavioral traits that lead to criminal activity.
  3. Family Relationships  
The Contractor shall include in the CBT curricula, family, parenting and liaison services between parolees 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.
- G. Employment Services
- If the Employment Services are subcontracted through a local provider, the Subcontractor shall be included in Section B. (Subcontractors/Consultant Costs) of

the Budget Rate Sheet worksheet and selection of each Subcontractor shall adhere to the requirements of the LIBG.

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.

3. 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.

4. 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.

H. 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.

I. 52-Week Batterer's Program

1. The Contractor shall make available a 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.
2. 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. Subcontracted services shall be documented and kept on file at the DRC.



3. If the Batterer's Program services are subcontracted through a local provider, the Subcontractor shall be included in Section B (Subcontractors/Consultant Costs) of the Budget Proposal worksheet and selection of each Subcontractor shall adhere to the requirements of the LIBG.
4. 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.

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 passes/tokens) or by contracted transportation. Public Transportation must be located within one half 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 parolee is eligible for more than two (2) tokens per day.

The Contractor shall complete the Bus Pass/Token Log (Attachment 6) identifying the following:

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

K. Positive Reinforcements

The Contractor shall operate an ongoing motivational incentives program. Through the use of positive reinforcements, parolees 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. Parolees must be actively engaged in programming. Each motivational incentive shall receive prior written approval by the DRP Program Analyst.

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

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

All incentives shall be documented on the Motivational Incentives Log (Attachment 7),

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. Substance Testing

The Contractor shall use a breathalyzer and/or any other non-invasive alcohol and drug detection devices to test parolees at any time.

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. All parolees who test positive shall be reported to the AOR on the same day the test was administered.
3. Any parolees refusing to test shall be reported to the AOR/Officer of the Day/Unit Supervisor immediately.

Contractor shall provide policies and procedures within thirty (30) days of contract execution.

M. 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.

N. Substance Use Disorder (SUD) Services

The Contractor shall provide non-residential (outpatient) SUD services to those parolees assessed with a SUD need.

The Contractor shall ensure the following:

1. SUD services are provided on site at the DRC or via a Subcontractor. If the SUD services are subcontracted through a local provider, the Subcontractor shall be included in Section B (Subcontractors/Consultant Costs) of the Budget Rate sheet and selection of each subcontractor shall adhere to the requirements of the LIBG.
2. Subcontracted services shall be documented and kept on file at the DRC.
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.

O. Transitional Housing

TH shall be made available to parolees who have an assessed housing need.

1. Parolees must be enrolled in the DRC in order to receive TH services. On a case-by-case basis, TH may be the only service provided at the DRC.
2. The cost of the TH shall not exceed \$55 per day per parolee and shall include three (3) meals per day.
3. TH services may be provided by the DRC Contractor or via a Subcontractor. If the TH 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, Budget Proposal and selection of each Subcontractor shall adhere to the requirements of the Exhibit G, LIBG.

4. Subcontracted services shall be documented on a Modality Cost Sheet (Attachment 8) and must be submitted to the DRP Program Analyst within ten (10) days of implementation and kept on file at the DRC.

P. 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 evidence-based reading instruction program. 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. Parolees 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, instruction in reading and math the parolee shall receive instruction using the latest academic, career exploration, and employability software programs to target specific areas of parolee 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, copy machine, equipment, and supplies; and service lines for facsimile, telephone service, and a dedicated internet modem line(s).

Q. Caltrans Parolee Work Crew Program (If applicable)

CDCR and the California Department of Transportation (Caltrans) have established an interagency agreement (IA) that funds the Caltrans Parolee Work Crew Program. Through this IA, Caltrans reimburses CDCR for costs associated with the utilization of parolees to perform litter abatement activities in various locations throughout the State.

1. The Contractor shall support and work in collaboration with CDCR, Caltrans and designated work crew contractors (TBA) in supporting and incorporating all program processes and activities associated the Caltrans Work Crew Program.
2. 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.
3. The Contractor shall accommodate and incorporate Caltrans Work Crew activities into the DRC programming schedules.
4. 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.

5. While on the Caltrans Work Crew, parolees shall continue to be consistently engaged in DRC programming as determined by the DRC Caseworker.
6. The Contractor shall ensure eligible parolees are afforded the opportunity to participate on the Caltrans Work Crew.
7. Each parolee work crew shall consist of six (6) to eight (8) parolees.
8. The crews shall work an eight (8) hour day (which includes travel time but excludes lunch), five (5) days per week, Monday through Friday, excluding holidays, for 90 workdays. (Note: Number of crews will vary by facility. Work hours may vary by location.)

#### VI. Program Administration

The Contractor's responsibilities shall include the following:

##### A. Contractor Communication

1. Conduct a conference call on a monthly basis with 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. Incident Reporting Protocols

1. Contact local law enforcement, if necessary, when experiencing an urgent and emergent situation such as a bomb threat, active shooter, etc., in order to receive proper direction on lockdown and closure procedures at the DRC.
2. Notify the DRP Chief, DRP Staff Services Manager II, DRP Program Analyst, and AOR by email and/or phone of any and all press inquiries concerning parolees or on-site program. Advance notification of any and all on-site events that may include public officials, dignitaries, and the press and television news crews is required. This also applies to off-site events that are sponsored by the program or by their organization.
3. All major incidents must be reported immediately to DRP and DAPO; critical and notable incidents must be reported to DRP and DAPO within 24 hours utilizing the Incident Report, CDCR 2284 (Attachment 9). Incident Reporting Policy and procedures will be provided at time of contract commencement.

C. 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.

D. 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 DRP Program Analyst at time of contract commencement. 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 (Exhibit B-1.1 through B-1.5). The Contractor shall submit a monthly worksheet identifying which employee(s) are paid a monthly salary and which employee(s) are paid hourly to include the amount paid. In addition, a worksheet shall be provided showing the number of hours each hourly employee has worked each day of the month.
3. The Contractor shall submit a worksheet with the monthly invoice, which identifies Staff Benefits breakdown, including the allocated percentage of each item (e.g. Holiday Time, Sick Leave, Personal Time Off, Retirement, Workers Compensation Insurance, etc.).
4. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 15th 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 (Attachment 10)
  - b. Travel Expense Claim STD 262 (Attachment 11)
  - c. Daily Bus Pass/Token Log; (Attachment 6)
  - d. Meal Log (Attachment 4)
  - e. Motivational Incentive Log (Attachment 7)

The Contractor shall forward the original invoice and copies of all supporting documentation to the DRP Program Analyst according to the terms and

conditions of Exhibit B, Budget Detail and Payment Provisions. Invoice packages that are incomplete, improperly prepared and/or are missing the required supporting documentation pursuant to the LIBG, and/or fail to have their monthly electronic data uploaded or sent, will be disputed in whole or in part and returned to the Contractor.

5. CDCR reserves the right to revise the invoice forms, and/or the processing procedures utilized in this Agreement to suit the needs of the State without processing an amendment.

E. Case Files

The Contractor shall ensure all case files are maintained either in a printed hardcopy format, or electronically until the Automated Reentry Management System (ARMS) is fully operational. Once ARMS is fully operational, case files will be maintained in the ARMS Data Management System (refer to Section VI, F).

The Contractor shall maintain current and accurate parolee case files. CDCR reserves the right to identify additional file requirements as required. All case files shall be maintained in a locked file cabinet, in a secured area in the DRC office. The Contractor shall adhere to all other confidentiality requirements of alcohol and drug use client data, in accordance with the Federal Regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records" (Title 42 CFR, Part 2). A complete file consists of, but is not limited to:

1. Parolee's full name and CDCR number;
2. Intake forms and admission agreements/documents;
3. Health questionnaire and/or forms;
4. All assessments (COMPAS/secondary method);
5. Program orientation proof of attendance;
6. Parolee's disclosure and authorization forms;
7. CMP (initial and updates);
8. Counseling forms and supporting documents;
9. Parolees programming and service attendance records;
10. Service referrals;
11. Job Development forms/documents;
12. Family Relationship forms/documents;
13. Urinary testing, dates, and results;
14. Disciplinary documents;
15. Emergency release and notifications;
16. Reasonable accommodations document/forms; and,
17. Discharge summary and/or exit plans.

F. Automated Reentry Management System Data Management

1. Under the "audit and evaluation" exception of Title 42 CFR, Section 2.53, participant-identifying information may be disclosed with either: 1) a signed Parolee Release of Information (ROI) (Attachment 12), or 2) 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.
2. The Contractor shall comply with CDCR's Information Security Agreement, which shall be signed upon contract commencement.

3. Each Contractor shall request each parolee to sign the ROI. It is the responsibility of the Contractor to ensure data security as outlined in the Data Sharing Agreement (DSA) (Exhibit F). Once the ROI is complete, relevant data within ARMS will be available.
4. Once ARMS is operational, data entry is required daily. The ARMS allows authorized individuals to be identified to input data. It is the responsibility of the Contractor to ensure ongoing data accuracy.
5. The Contractor shall implement and maintain policies and procedures to ensure the integrity, accuracy, and security of all data maintained and submitted to CDCR. These policies and procedures are to include an information security policy and a disaster recovery process.
6. The Contractor shall ensure that all computers with internet access or those networked to other computers with internet access are secured with firewalls and updated virus protection.
7. The Contractor shall ensure user authentication is controlled by user account and password, personal identification number, or other equally secure means. Users shall be required to change passwords periodically, and the account can be set to automatically lock after a predetermined number of unsuccessful logins. Password transmission and storage shall be encrypted and not be viewable. Users shall be automatically logged off after a defined period of inactivity.
8. The Contractor shall submit verified data reports by the 10th calendar day of the following month. Other reports shall be forwarded to the designated DRP Program Analyst(s) with the monthly invoice.
9. The Contractor shall ensure all parolee information, including but not limited to, assessments, CMP, participation notes, and program source codes be provided to CDCR staff and designated CDCR contractors or evaluators upon request.
10. The Contractor shall participate in the evaluation of the program and assist CDCR and designated evaluators in information collection and program analysis.
11. The data to be collected shall include, at a minimum: parolee demographics, assessment, services provided to the parolee, and outcome measures. The Contractor shall work cooperatively with CDCR or designee to provide all data collected on parolees.
12. The Contractor shall identify a point of contact to address data quality issues. In addition, the Contractor shall designate a primary and alternate staff responsible for data entry and reporting. The Contractor shall give CDCR 15 days advance notice prior to releasing or distributing any parolee data, program information, or operation protocols, to allow CDCR to review and approve the request.
13. For technical assistance regarding ARMS, please email [ARMSRequests@CDCR.ca.gov](mailto:ARMSRequests@CDCR.ca.gov).

G. Participation Report

The Contractor shall maintain a Daily Register of Parolee Participation which is the daily record showing the parolees attendance in the program as of 12:00 midnight of the preceding day. The Daily Register of Parolee Participation shall be maintained by the Contractor in support of the weekly parolee reports provided to DRP. Once ARMS is operational, the Contractor shall enter parolee participation data daily. The Daily Register of Parolee Participation shall include, but not limited to:

1. CDCR Number;
2. Parolee's Name: First, Middle Initial and Last;
3. Date Released to Parole;
4. Enrollment date;
5. Contractor Name, Address;
6. Type of Program Service;
7. Hours of Participation
8. Discharge Date; and,
9. Discharge Type/Reason.

H. Monthly Progress Report

The contractor shall submit monthly narrative progress reports of program activity for the previous month to the DRP Program Analyst on or before the 15th of the following month.

I. Performance Measures

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 (see Section V, 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 weekly 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 disciplinary actions.
5. Maintain accurate and verifiable data server as required by CDCR guidelines.
6. CDCR may require additional performance measures with a minimum of 30 days written notice.

J. Program Accountability Reviews (PAR) and Corrective Action Plans (CAP)

1. DRP staff shall conduct routine PARs of Contractor facilities and Transitional Housing facilities to review program quality, program management, facility operations and the general safety of the facility and grounds. PARs shall be conducted in order to verify that the Contractor is in compliance with the terms of



this Agreement. The Contractor shall receive a copy of the PAR report.

2. The Contractor shall submit to the DRP Program Analyst a completed CAP within ten (10) days of receiving the CAP template, which will indicate the actions to be taken to correct the identified deficiencies and time frame required for full compliance. Unless otherwise noted, any areas of non-compliance identified during the review shall be corrected within 30 days.
3. The DRP Program Analyst 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.
4. All CAPs are subject to verification and approval. A follow-up PAR may be scheduled to determine compliance with the CAP.
5. Should the Contractor dispute any of the PAR findings, a written appeal may be filed within ten (10) days of receipt of the PAR Report. The first level appeal is to the DRP Chief of CRS and the second level appeal is to the Deputy Director of CRS.

K. Failure to Perform Contracted Services

1. Failure to provide and/or improve services within the time frame established in this Agreement will result in a non-compliance status. DRP shall state in writing the reasons the Contractor does not meet the Agreement standards and/or CDCR policies and procedures. DRP shall not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance.
2. The Contractor shall be subject to sanctions if they should fail to adequately perform the services under the terms and conditions of this Agreement, resulting in a breach of security or health and safety standards, and/or CDCR policies and procedures.

L. Sanctions for Non-Compliance

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

1. Activation of procedures outlined in the State Contracting Manual, Chapter 9, Section 9.11;
2. Withheld reimbursement for services rendered during the period of non-compliance;
3. Removal of parolees from the program and suspension of services without reimbursement;
4. Immediate PAR with a CAP to correct all deficiencies;
5. Reimbursement to CDCR for costs incurred by the Contractor's failure to perform;
6. Immediate program and fiscal audit with costs charged to the Contractor;
7. Withholding of a percentage of charges for the work that is out of compliance as a security for the correction of the deficiency. When the Contractor recovers compliance, the amount withheld shall be remitted on the next invoice.

8. Profit/Service Fee shall be withheld until the CAP has been completed to the satisfaction of DRP; and
9. Termination of the Agreement.

M. Termination of Contract

The Contractor shall return at their own expense, all electronic and paper data collected to CDCR within 30 days of the effective date of termination of the contract. Data shall include, but is not limited to: Parolee case files; personnel files; and facility and organization files accrued under this Agreement. The Contractor shall fully comply with the Federal Regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records" Title 42 CFR, Part 2.

VII. CDCR Responsibilities

The CDCR's responsibilities shall include the following:

A. Assessment, Referral and Removal

1. Assess a parolee's risk to reoffend using the California Static Risk Assessment (CSRA). Identify criminogenic needs and generate a Reentry Case Management Plan using the COMPAS assessment.
2. Provide the Reentry the complete COMPAS Summary to the Contractor, when available.
3. Refer to the Contractor, ensure program goals, and hours are achieved. Referrals will be made on an Activity Report CDCR Form 1502 (Attachment 5),
4. CDCR reserves the right to remove any parolee from the DRC program.

B. Collaboration

1. Facilitate communication and collaboration between the DRP, DAPO, and the Contractor and/or their Subcontractor regarding parolee referrals related to activities, progress on the case plans, including discharge plans.
2. Schedule and facilitate meetings with DRP and Contractor staff as needed.
3. Facilitate mental health treatment through the Parole Outpatient Clinic for participants who are designates as Correctional Clinical Case Management System or Enhanced Outpatient Program (when applicable).
4. CDCR shall ensure there are no contradictions in the CMPs. In addition, CDCR shall ensure that the services complement one another in improving the participant's mental health status.
5. The Contractor will work with Santa Clara County law enforcement authorities regarding issues of urgent and emergent situations such as bomb threats and active shooters.

C. Training and Technical Assistance

1. Provide updates to Contractor relevant to the effective management of parolees pursuant to CDCR rules and regulations, policies, and procedures.

2. Provide technical assistance to the Contractor and DAPO staff regarding program operation as needed.
3. Through site visits, evaluate the program and physical facility to ensure program quality and contract compliance.

VIII. Contract Contact Information

- A. Billing/Payment Issues:  
Headquarters Accounting Office  
Phone No.: (916) 255-5443  
Fax No.: (916) 255-5418
- B. Scope of Work/Performance Issues:  
Division of Rehabilitative Programs  
Phone No.: (916) 327-7689  
Fax No.: (916) 445-4439
- C. General Contract Issues:  
Office of Business Services  
Phone No.: (916) 255-5624  
Fax No.: (916) 255-6187

Approved as to Form and Legality



Deputy County Counsel

Date 3/13/18