STATE OF CALIFORNIA —DEPARTMENT OF CORRECTIONS AND REHABILITATION

EDMUND G. BROWN JR., GOVERNOR

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

March 25, 2014

Don Wallace, Superintendent/President
Palo Verde Community College District
One College Drive
Blythe, CA 92225

Dear Dr. Wallace:

AGREEMENT NUMBER: 5600004278
SERVICE: INSTITUTIONAL TRANSITION PROGRAM

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits and attachments. **This agreement is not valid unless, and until, approved by the Department of General Services (DGS), or under its authority, the California Department of Corrections and Rehabilitation (CDCR).** 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 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 Office of Business Service (OBS) before this Agreement can be sent to DGS for approval.

1. Three Standard Agreements (STD 213), all with original signatures

2. Proof of Self Insurance

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

   The Contractor shall provide proof of self-insurance against:

   - Commercial General Liability - $1,000,000 per occurrence for bodily injury and property damage liability combined
   - Workers Compensation
   - Automobile Insurance for Contractor and its employees and/or Subcontractors

3. Contractor Certification Clauses

An original, signed copy of the CCC must be returned with the three signed STD 213s, the attached exhibits and any other requested documentation. Failure to submit a signed CCC will delay approval of this Agreement.

3. STD 204 - Payee Data Record

Although Public Entities are not normally required to complete a Payee Data Record (STD 204), it is necessary at this time so that CDCR can process payments for your County in regard to this Contract and any future Contracts. *(Please see the enclosed Administrative Memorandum for more information).*

4. 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.

5. Cost Allocation Plan

As required under Exhibit E you are to maintain a current Cost Allocation Plan (CAP) to support the indirect cost rate throughout the life of the Agreement. **The CAP shall be made available upon request by the CDCR or for audit purposes.**

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

California Department of Corrections and Rehabilitation
Office of Business Services
Attention: Amanda Cogburn
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) 255-6154 or at Amanda.Cogburn@cdcr.ca.gov.

Sincerely,

Amanda Cogburn

AMANDA COGBURN
Contract Analyst
Service Contracts Section
Contracts Management Branch

Enclosures

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
5600004278
REGISTRATION NUMBER

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

Palo Verde Community College District

2. The term of this Agreement is: Upon Approval through June 30, 2016

3. The maximum amount of this Agreement is: **$** 1,439,650.00
One million, Four Hundred Thirty-Nine Thousand, Six Hundred Fifty Dollars and Zero Cents

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

Exhibit A – Scope of Work	10 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – FY 13/14 Budget	1 page
Exhibit B-2 – FY 14/15 Budget	1 page
Exhibit B-3 – FY 15/16 Budget	1 page
Exhibit B-4 – Budget Summary	1 page
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions for Public Entity Agreements	13 pages
Exhibit E – Line Item Budget Guide	32 pages

Note: See Page 2 for Additional Attachments

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

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

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* Palo Verde Community College District		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Don Wallace, Superintendent/President		
ADDRESS One College Drive Blythe, CA 92225		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Bedeth Victorioso, Chief, Service Contracts Section		☐ Exempt per:
ADDRESS 9838 Old Placerville Road, Suite B-2 Sacramento, CA 95827		

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.(Cont'd)

Attachment A – Cost Reimbursement Invoice	1 page
Attachment B – Certificate of Completion	1 page
Attachment C – Utilization Data Collection Spreadsheet	4 pages
Attachment D – Utilization Data Collection Procedures	3 pages

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INSTITUTIONAL TRANSITION PROGRAM

I. INTRODUCTION

The Institutional Transition Program has been established to provide the California Department of Corrections and Rehabilitation (CDCR) inmates with job readiness and job skills prior to their release from prison. Through a series of modules, each participant will learn about community resources and programs that can assist them in their transition back into their communities. The Program will link inmates to One-Stop Career Centers and social service agencies in their counties of residence to ensure access to employment and resources upon release. Each participant will be provided with the basic tools needed to present themselves in a positive light to prospective employers, retain a job once hired, and manage their personal finances. These tools include a retrospective of their skills and training prior to and during incarceration, and how to integrate these skills and training into a career path. In addition, participants will learn basic processes that will assist them with building financial skills.

The Palo Verde Community College District (herein referred to as the Contractor) shall provide for the CDCR, Division of Rehabilitative Programs, Office of Offender Services, the facilitation, implementation and day-to-day operation of the Transition Program.

The target population of individuals is age 18 or over, convicted as adults, imprisoned at a CDCR institution and scheduled for release within 60 to 240 days. The Program will be provided to inmates incarcerated at the Chuckawalla Valley State Prison and Ironwood State Prison located in Blythe, California. The facilities are located in Riverside County.

II. PROGRAM REQUIREMENTS

A. The Program shall include, but not be limited to, the following components:

1. 76 hours of instruction provided to participants utilizing a Division of Rehabilitative Programs approved curriculum which will be provided to the Contractor upon execution of this Agreement.

2. The curriculum shall be delivered to inmates in 3½ hour blocks within a five week timeframe.

3. Two 3½ hour classes shall be conducted per day; one in the morning and one in the afternoon.

4. 30 students for each class session.

5. One Facilitator staff shall be provided for every 15 inmates for a ratio of 1:15; therefore two Facilitators will co-facilitate a classroom of 30 students. A total of 60 students will cycle through each 5-week session.

6. Training will customarily be conducted Monday through Friday during the five-week class session, except state or local holidays.

7. Utilization of two Inmate Clerks, when available. (See Section V. Personnel Staffing, Policies and Procedures, E. Utilization of Inmate Clerks)

B. Facilitation of the Program will be conducted in a small group framework where inmates work together supporting each other by developing teamwork skills that are valued by employers. The Program curriculum is divided into eight modules with the following topics:

1. Transition Planning
2. Job Search, Part I
3. Job Search, Part II
4. Job Applications
5. Winning Resumes
6. The Interview
7. One-Stop Career Center Orientation
8. Financial Literacy

III. CDCR RESPONSIBILITIES

A. The CDCR shall retain administrative responsibility for Program services and shall facilitate adjustments or modifications of procedural and operational details to ensure the most effective delivery. Any such modifications will be provided to the Contractor two weeks in advance of implementation. All proposed revisions to the curriculum and program services by the Contractor shall be reviewed and approved in writing by the CDCR Program Analyst prior to implementation.

B. CDCR shall approve all scheduling of classes.

C. The designated CDCR Program Analyst shall act as the primary liaison between the Contractor, CDCR institution staff and CDCR headquarters staff, and shall have, but not be limited to, the general responsibilities outlined below:

1. Schedule and facilitate a start-up meeting prior to implementation between the Contractor and CDCR Institution staff to address any unresolved issues and clear up any misunderstandings between the parties to maximize services provided under this Agreement.

2. Provide initial orientation and training to contracted staff prior to assuming duties at the institutional site.

3. Administer and monitor this Agreement to ensure contract compliance, through site visits, Program Accountability Reviews (PARS) and audits.

4. Provide updates relevant to effective management of participants pursuant to CDCR rules and regulations, policies, and procedures.

5. Coordinate with the institutional case management team and classification staff.

6. Provide technical assistance to the Contractor and institutional staff regarding Program operation as needed.

7. Coordinate any available CDCR training courses and safety training, as required by CDCR policies, procedures, and California Code of Regulations (CCR), Title 15, with consideration of modalities relevant to the effective management of inmates.

8. Review and approve institutional protocols or revisions prior to implementation.

9. Meet and conduct conference calls with Contractor staff as necessary to review progress and performance. Reviews shall include, but not be limited to, assisting the Contractor in implementation, problem solving, identifying best practices, reviewing monthly data collection reports, determining future performance objectives and other issues related to the completion of Agreement objectives.

10. Reserve the right to add service locations at future dates, as agreed upon within the timeframes of this Agreement.

11. Provide the Contractor with a classroom, access to communications (telephone lines, facsimile lines) and postal service (shipping and receiving services).

12. Maintain facility operations and address safety, security, and other program issues, which may arise during the term of this Agreement.

13. Provide timely processing of the Contractor's monthly invoices (Attachment A) for reimbursement of services rendered.

14. CDCR reserves the right to remove any inmate participant from the Program as deemed necessary.

15. CDCR has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement.

16. CDCR may, at its discretion, suspend any payment if it appears the Contractor cannot comply with any of the requirements under this Agreement. CDCR shall give the Contractor written Notice of Suspension and provide a reasonable opportunity for correction.

IV. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall be responsible for performing the following services in accordance with the rules, regulations, policies and procedures governing the CDCR and in accordance with the terms of this Agreement. The Contractor shall:

1. Ensure that all of their employees have completed an orientation provided by CDCR Institution staff before providing services to inmates.
2. Ensure the delivery of the Program curriculum when inmates are available and institution scheduling permits; this includes day, evening and any make up hours as applicable and mutually agreed upon by CDCR and the Contractor.
3. If for any reason the class is cancelled, including but not limited to poor weather conditions or holiday, delivery of training shall resume until the entire curriculum has been completed.
4. Ensure that all employees have documentation from CDCR demonstrating that they have passed either a provisional or full security clearance before providing services to inmates.
5. Ensure the development and forwarding of all proposed class schedules to the CDCR Program Analyst, CDCR institutional staff and all applicable parties ten, working days prior to delivery. The down time between classes shall be no longer than five (5) working days unless a written justification has been approved or an exemption has been granted by the CDCR Program Analyst.

6. At the beginning of a class, it is responsibility of the Contractor to explain session requirements of attendance; if an inmate has more than (3) full absences occur in a session the entire class must be retaken.
7. Ensure all participants in need of Right-To-Work Documents are identified during the provision of curriculum Module 1: "Transition Planning", and complete an application for Right-To-Work Documents for all participants identified.
8. Ensure the customization of the Transitions curriculum in Module 7: "One Stop Career Center Orientation", with all applicable information for One Stop Career Centers available statewide, or at a minimum provide One Stop Career Center information for the geographical areas of parole upon release for each class participant.
9. Identify and ensure an alternative workload for Contractor staff during periods of institutional lockdown or other Program down time, including but not limited to providing a list to CDCR of referrals to One Stop Career Center and other Social Service Agencies.
10. Ensure communication occurs with the appropriate community One Stop Career Center staff for each paroling participant for the purpose of linking the participant to employment services after release. In addition, the Contractor shall ensure communication with other agencies as necessary based upon the identified needs of the inmates.
11. Ensure exit interviews are conducted with each participant and a certificate of completion is provided to participants who have completed the Program. (See Attachment B for an example of a Certificate of Competition).
12. Ensure all institutional rules and policies are followed and adhered to.
13. Work cooperatively with the CDCR Program Analyst, all CDCR staff and any other public or private entities identified by the CDCR Program Analyst.
14. Rectify any contract non-compliance issues identified by the CDCR Program Analyst during PARS, audits or issues identified by any CDCR staff. A Corrective Action Plan (CAP) shall be submitted within 30 days of notification of non-compliance. Issues of safety will be resolved immediately upon notification. Failure to provide services according to this Agreement within the timeframe established in the CAP may result in termination of this Agreement.
15. Assist and cooperate in all types of CDCR program evaluations of on-site peer reviews and other traditional quality and evaluation activities.
16. Establish an internal administrative fiscal system for the ongoing management of the Agreement. Any costs associated with the management of the Agreement must be included in the project budget (Exhibit B-1, Exhibit B-2 and Exhibit B-3) and must be in accordance with the July 2010 Line Item Budget Guide (LIBG - Exhibit E). All budgets shall be cost reimbursement budgets.
17. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 15th of the following month. All invoices are not considered payable until CDCR receives the Contracted employee's monthly accountability of hours worked. Salaries are only allowable for the time the employee is assigned to the contracted program, and must be adequately documented (by time sheets signed by the employee and the immediate supervisor, or payroll register, or payroll warrant, or employee personnel file and general ledger accounts). All reported salary costs shall be based on actual expenditures. The time sheets must show on a daily basis how much time the employee spent on each program and salaries and/or benefits must be prorated accordingly.
18. The Contractor shall submit the previous month's Transitions Program Utilization Data Collection spreadsheet on or before the 15th of the following month to the onsite Parole

Services Associate (PSA) or Correctional Counselor III (CCIII).

V. PERSONNEL STAFFING, POLICIES AND PROCEDURES

A. The Contractor shall be responsible for recruiting, training, supervising, and maintaining qualified staff necessary for the delivery of the Program. The Program shall be facilitated in a small group with a staff to inmate ratio of 1:15. Position descriptions and minimum qualifications shall conform to the requirements listed below; however, actual classification titles may vary.

B. Key Staff Positions
The following positions are designed as key staff positions and shall be filled by permanent employees at all times throughout the term of this Agreement. Key staff positions must be identified and meet the minimum qualifications, unless the Contractor provides written justification to the CDCR Program Analyst for an exemption and receives written approval from the CDCR Program Analyst.

Résumés and duty statements of staff identified in this section must be provided to the CDCR Program Analyst for approval prior to services being provided.

It should be noted that 100% of the projected time equates to one (1) full-time position. During down time, the contract staff shall complete alternative workload requirements at the program facility.

1. Program Director/Manager
The Program Director/Manager is a part-time position or its equivalency. Depending on the size of the program, the contractor shall evaluate, and state what fractional percentage of this person's time will be allocated to the Agreement. This individual shall possess either:

- A Bachelor of Arts degree from a granting institution accredited by the Western Association of Schools and Colleges (WASC) or equivalent, or

- Five cumulative years of experience demonstrating a history of administrative duties or program responsibility in services for ex-offenders;

(Experience in providing employment readiness skills or in the social services field may be substituted for the educational and work experience on a year for year basis.)

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

a) Maintaining the overall administrative responsibility for the delivery of services.

b) Planning, directing and coordinating all program activities and the hiring and training of staff.

c) Ensure that all Contractor staff attend any CDCR required employee training when made available, including In-Service Training institutional orientation, i.e. inmate/staff relations, sexual harassment, personal alarm devices, and use of force.

d) Oversee the budget to ensure that operational costs do not exceed the funding allowed and work with the CDCR Program Analyst when it is determined funding between line items needs to be adjusted in accordance with the July 2010 LIBG (Exhibit E).

2. Program Facilitator(s)
There must be a minimum of two full-time Program Facilitators (or its equivalent). The Contractor shall determine and identify how many permanent full and/or part time Program Facilitators will be needed by the program based upon the number of inmates anticipated to participate in the program. A Program Facilitator shall possess either:

- An Associate of Arts degree from a granting institution accredited by the WASC or equivalent, or

- A minimum of a high school diploma and one of the following:

  - Three years experience working with ex-offenders, or
  - One year of job readiness training from an accepted academic or vocational provider.

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

a) Deliver the Program topics and program services utilizing the CDCR approved curriculum.

b) Assist in establishing and maintaining a variety of record keeping and tracking systems as well as inmate files for the proper collection, dissemination and documentation of necessary information and data.

c) Maintain participant files, prepare and submit management information system documents, other reports and correspondence as required.

d) Administer and review the results of vocational and employment-related tests designed to identify skill, aptitudes and interests of eligible participants.

e) Ability to assess and evaluate inmate's employment goals in relation to their current, transferable, or potential skills, and their relevance to local labor market conditions.

f) Assist inmates in accessing resources information about supportive, social and financial services in their community of residence and teach how to identify in their communities.

g) Conduct workshops including work readiness presentations, job search techniques, preparation of resumes, cover letters and applications, life skills, mock interviews, internet familiarity, labor market information and community service topics. These workshops will be in addition to the curriculum provided by CDCR.

3. Additional administrative personnel (i.e. fiscal or budget) may be added on a case-by- case basis; however, approval by the CDCR Contract Program Analyst must be in place before payment can be rendered for any supplemental job titles.

C. Fraternization Policy
The Contractor shall ensure written policy and procedures are established in compliance with CDCR policy and procedures, which prohibit employees from fraternizing with inmates and their families.

D. Security Clearance
The Contractor shall ensure all current and potential staff undergoes and be granted a security clearance by CDCR. Current and potential staff can be granted a provisional security clearance based upon a California Law Enforcement Telecommunications System (CLETS) check until the results of a Live Scan background check are received by CDCR. CDCR shall review the Live Scan reports to ensure Contractor staff meets all CDCR mandates and requirements. The CDCR Program Analyst reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate this Agreement should a threat to security be identified. Staff providing administrative management oversight and monitoring staff shall be a minimum of 18 years of age. Criteria for approval or denial of security clearances are detailed in Exhibit D, Number 14, Employment of Ex-Offenders.

E. Utilization of Inmate Clerks:
Inmate Clerks, when available, will work with Program Facilitators in maintaining the Utilization Data Collection Spreadsheet (Attachment C) for inmate attendance. The Contractor must utilize inmates assigned by the institution with the approval of the Warden and/or designee, and consistent with security requirements of the institution. Where the use of Inmate Clerks is approved, the following requirements must be followed:

1. Contractor staff shall establish a training program for the utilization of the Inmate Clerks, who will assist in the provision of program services. Contractor staff shall follow institution policy and guidelines for inmate accountability. Program Facilitators shall provide necessary forms and documents as necessary to CDCR staff regarding inmate pay forms, time keeping logs and work supervisor reports in accordance with CCR, Title 15, Sections 3040 and 3041.

2. Inmate Clerks should reflect the diversity of the institution population.

3. Inmate Clerks will assist the Program Facilitators and shall be closely monitored by the Facilitators while doing so; however, no Inmate Clerk shall be permitted to assume control over other inmates, consistent with the requirements in CCR, Title 15, Section 3022.

4. Inmate Clerks shall work toward or possess the same competencies as the Facilitator staff.

5. Under the direct supervision of the Program Facilitator, Inmate Clerks may provide feedback for the purpose of recording participation, but shall not have access to participants' records, assessment instruments or counselor progress notes.

6. The Warden may impose a time limit on the utilization of inmates as clerks to a maximum number of years. The Contractor's Program Facilitator and the Warden or designee shall annually evaluate continued participation of each inmate as a clerk in the program.

7. Plans for the use of inmates as clerks are subject to the review, modification and approval of CDCR staff

VI. ADMINISTRATIVE REQUIREMENTS

A. Organizational and Administrative Experience and Knowledge: The Contractor shall be an organization that has had experience for at least three (3) years in the administration of previous contracts, grants or awards of a similar size, scope and funding as outlined in this Agreement, for employment services delivery to inmates or have had at least five years experience providing other similar services to various types of populations. Organization is defined as the entity identified on the STD 204, Payee Data Record on file with CDCR, and is directly responsible for

delivery of services. Administrative experience shall include all administrative functions of a project, including fiscal, accounting, budgeting, personnel, contract and/or grant management.

B. Organizational Structure: Prior to delivery of training, the Contractor shall provide a written description and organizational chart to the Program Analyst outlining the structure of authority, responsibility and accountability of the Transition Program and its parent organization. This organizational chart may be updated periodically as changes occur without Amendment to the Agreement.

C. Personnel Responsibilities: The Contractor shall provide staffing consistent with the needs of the program. The Contractor shall be responsible for recruiting, training, and supervising staff. Duty statements of all budgeted staff positions must be provided prior to the delivery of the training to the CDCR Program Analyst. Personnel vacancies must be filled within 90 days.

D. Program Products and Materials: Any and all products and/or materials produced pursuant to this Agreement shall be the sole property of the State of California. Portions of the product, which are part of previously copyrighted curricula, shall not be considered as a product produced pursuant to this provision. The CDCR shall, without limitation, have the right to use, reproduce, distribute, update, create derivatives, and make copies of the curricula and Program design (electronically or in print) in connection with the CDCR's teachings, conference presentations, lectures, other scholarly works and professional activities.

VII. PROGRAM PARTICIPANT DATA AND REPORTING REQUIREMENTS

A. Record Keeping: Contractor agrees to maintain all rosters, records and other writings that pertain to the delivery of services under this Agreement for a period of no less than four (4) years from termination of this Agreement, or three (3) years from Fiscal Closeout, whichever is later. The files shall be located in a secure area and Contractor staff shall ensure that inmates do not have access.

Monthly submittal of the Utilization Data Spreadsheet must be forwarded to the CDCR Program Analyst on or before the 15th of each month.

B. Inmate Data: Each day the Contractor shall maintain the automated participant program data on the Utilization Data Collection Spreadsheet (Attachment C) to ensure compatibility and validity of the program data. All data elements specified in the data collection forms must be completed accurately and in accordance with the Utilization Data Collection Spreadsheet Procedures (Attachment D).

C. In addition, the Contractor shall cooperate in the evaluation of the program and assist CDCR and any designated evaluators in any additional data collection efforts, program fidelity and program analysis. The Contractor shall ensure program implementation takes into consideration the results of data collected and ongoing evaluation efforts.

D. The Contractor shall have procedures in place to ensure the validity of the data and to protect the data from unauthorized access and/or destruction due to negligence, malice or disaster.

E. The statistics shall include the following on the Utilization Data Collection Spreadsheet:

1. Name of LWIB, facility, and facilitator(s)
2. Agreement number
3. First and last name of each participant

4. CDCR number
5. Number of participants in each class (two classes per day)
6. If only one class is held per day, list reason (i.e., limited space, etc.)
7. Beginning and ending dates of class
8. Course(s) completed
9. If participant does not complete the session, reason for non-completion
10. Number of Certifications Issued

VIII. PERFORMANCE MEASURES:

A. It is expected that the complete curricula will be delivered within the five-week timeframe.

B. In the event of an interruption due to institutional constraints, the Contractor shall extend the timeframe to complete the required curriculum. During down time, Contractor staff shall complete alternative workload requirements such as communicating with the community One Stop Career Center staff for each paroling participant for the purpose of linking the participant to employment services upon release.

C. The Contractor shall engage the participants to actively participate in class exercises and communicate with their peers.

D. The Contractor shall provide all appropriate participants with a Certificate of Completion. (See Attachment B for example).

E. Performance measures will be validated through program evaluation, utilizing such tools as site visits, PARS, audits, inmate participant data files, and other sources as necessary.

F. After each five (5) week session, the Contractor shall record the following Key Performance Indicators on the Utilization Data Collection Spreadsheet (Attachment C, Page 3):

- Number of Participants initially enrolled in the class session
- Number of Participants Completing the class session
- Referrals to One Stop Career Center(s)
- Referrals to other Social Service Agencies
- Number of Participants assisted with receiving right to work documents

IX. CONTRACT TERM AND EXTENSIONS

This Agreement shall be valid and enforceable only if sufficient funds are made available to the State for the fiscal year(s) covered by this Agreement and for the purposes of this Program.

The initial term of this Agreement shall be 24 months from the time the Agreement is approved by the California Department of General Services.

If it is determined to be in the best interest of the State, upon Agreement between CDCR and the Contractor, the State may extend this Agreement for an optional one (1) year term.

X. CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

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

A. Billing and Payment Issues
Division of Rehabilitative Programs – Headquarters
Attention: DRP Invoice Unit
1515 S Street, 410-S Sacramento, CA 95811
Phone Number: (916) 324-0154
Fax Number: (916) 322-1453

B. Scope of Services/Performance Issues
Division of Rehabilitative Programs
Office of Offender Services
Phone Number: (916) 322-9990
Fax Number: (916) 324-5787

C. General Contract Issues
Office of Business Services Contracts Management Branch
Attn: Headquarters Contracts Unit # 2
P.O. Box 942883
Sacramento, CA 94283
Phone Number: (916) 255-6196
Fax Number: (916) 255-6187

1. Invoicing and Payment

a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 and B-2 Rate Sheets and made a part of this Agreement. Exhibit B-1 and B-2 Rate Sheets shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.

b. Per Memorandum PML2013-026 issued by the Department of Human Resources on August 12, 2013, the Reimbursement Rates listed in Exhibit D, Number 16 Travel, supersedes the Reimbursement Rates listed under Number 3, p. Travel in the 2010 Line Item Budget Guide (Exhibit E).

c. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below.

d. The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

California Department of Corrections and Rehabilitation
Sacramento Accounting Office
Attention: **Accounts Payable A**
P.O. Box 187015
Sacramento, CA 95818-7015

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

2. Budget Contingency Clause

a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Subcontractors

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

5. City/County Rate Increase

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

INSTITUTIONAL TRANSITION SERVICES
Cost Reimbursement Budget
FISCAL YEAR 2013/2014
(Upon Approval through June 30, 2014)

A. PERSONNEL	No. of Positions	Monthly Salary (Range)	Monthly Salary (Rate)	% of Project Time	No. of Months	Total Amount
Program Director/Manager	1	$5,000-$8,000	$8,000.00	100%	5	$ 40,000
Program Facilitator	4	$4,000-$7,000	$7,000.00	100%	5	$ 140,000
						$
						$
						$
						$
Total Staff Salaries						$ 180,000
Total Staff Benefits (% of Total Staff Salaries)					35%	$ 63,000
TOTAL PERSONNEL COSTS (A)						**$ 243,000**
B. SUB-CONTRACTOR/CONSULTANT COSTS						
TOTAL SUB-CONTRACTORS/CONSULTANTS COST (B)						**$ -**
C. OPERATING COSTS						
Curriculum Reproduction						$ 1,250
Equipment						$ 1,000
Awards, Certificate Printing Costs						$ 2,000
Miscellaneous Costs						$ 650
Supplies						$ 750
Inmate Clerk						$ 400
TOTAL OPERATING COSTS (C)						**$ 6,050**
SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)						**$ 249,050**
D. TOTAL INDIRECT COST (% of Subtotal Annual Direct Expenses)						$ -
E. PROFIT FEE (% of Subtotal Annual Direct Expenses)						$ -
F. OPERATING RESERVE/CONTINGENCY FUND (% Of Subtotal Annual Direct Expenses						$ -
***TOTAL BUDGET FOR FISCAL YEAR 2013/2014 (A+B+C+D+E+F)**						**$ 249,050.00**

INSTITUTIONAL TRANSITION SERVICES
Cost Reimbursement Budget
FISCAL YEAR 2014/2015
(July 1, 2014 through June 30, 2015)

A. PERSONNEL	No. of Positions	Monthly Salary (Range)	Monthly Salary (Rate)	% of Project Time	No. of Months	Total Amount
Program Director/Manager	1	$5,000-$8,000	$8,000.00	100%	12	$ 96,000
Program Facilitator	4	$4,000-$7,000	$7,000.00	100%	12	$ 336,000
						$
						$
						$
						$
Total Staff Salaries						$ 432,000
Total Staff Benefits (% of Total Staff Salaries)					35%	$ 151,200
TOTAL PERSONNEL COSTS (A)						**$ 583,200**
B. SUB-CONTRACTOR/CONSULTANT COSTS						
TOTAL SUB-CONTRACTORS/CONSULTANTS COST (B)						**$ -**
C. OPERATING COSTS						
Curriculum Reproduction						$ 2,500
Equipment						$ 2,000
Awards, Certificate Printing Costs						$ 4,000
Miscellaneous Costs						$ 1,300
Supplies						$ 1,500
Inmate Clerk						$ 800
TOTAL OPERATING COSTS (C)						**$ 12,100**
SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)						**$ 595,300**
D. TOTAL INDIRECT COST (% of Subtotal Annual Direct Expenses)						$ -
E. PROFIT FEE (% of Subtotal Annual Direct Expenses)						$ -
F. OPERATING RESERVE/CONTINGENCY FUND (% Of Subtotal Annual Direct Expenses						$ -
***TOTAL BUDGET FOR FISCAL YEAR 2014/2015 (A+B+C+D+E+F)**						**$ 595,300.00**

INSTITUTIONAL TRANSITION SERVICES
Cost Reimbursement Budget
FISCAL YEAR 2015/2016
(July 1, 2015 through June 30, 2016)

A. PERSONNEL	No. of Positions	Monthly Salary (Range)	Monthly Salary (Rate)	% of Project Time	No. of Months	Total Amount
Program Director/Manager	1	$5,000-$8,000	$8,000.00	100%	12	$ 96,000
Program Facilitator	4	$4,000-$7,000	$7,000.00	100%	12	$ 336,000
						$
						$
						$
						$
Total Staff Salaries						$ 432,000
Total Staff Benefits (% of Total Staff Salaries)					35%	$ 151,200
TOTAL PERSONNEL COSTS (A)						**$ 583,200**
B. SUB-CONTRACTOR/CONSULTANT COSTS						
TOTAL SUB-CONTRACTORS/CONSULTANTS COST (B)						**$ -**
C. OPERATING COSTS						
Curriculum Reproduction						$ 2,500
Equipment						$ 2,000
Awards, Certificate Printing Costs						$ 4,000
Miscellaneous Costs						$ 1,300
Supplies						$ 1,500
Inmate Clerk						$ 800
TOTAL OPERATING COSTS (C)						**$ 12,100**
SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)						**$ 595,300**
D. TOTAL INDIRECT COST (% of Subtotal Annual Direct Expenses)						$ -
E. PROFIT FEE (% of Subtotal Annual Direct Expenses)						$ -
F. OPERATING RESERVE/CONTINGENCY FUND (% Of Subtotal Annual Direct Expenses						$ -
***TOTAL BUDGET FOR FISCAL YEAR 2015/2016 (A+B+C+D+E+F)**						**$ 595,300.00**

INSTITUTIONAL TRANSITION SERVICES

TOTAL BUDGET SUMMARY

FISCAL YEAR	BUDGET AMOUNT
FY 2013/2014 (Exhibit B-1)	$249,050
FY 2014/2015 (Exhibit B-2)	$595,300
FY 2015/2016 (Exhibit B-3)	$595,300
TOTAL CONTRACT AMOUNT	**$1,439,650**

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 that 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 <u>or</u> 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. <u>Travel</u>

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

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

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

The contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals

that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

REIMBURSEMENT ALLOWANCES:

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

Meals and Incidentals
The following reimbursement rates are maximums, not allowances. The contractor may only claim their *actual* expense.

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

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

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

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

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

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. <u>Insurance Requirements</u>

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

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

- Commercial General Liability - $1,000,000 per occurrence for bodily injury and

property damage liability combined
- Workers Compensation
- Automobile Insurance for Contractor and its employees and/or Subcontractors

26. 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:

27. Blood borne Pathogens

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

28. 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).

29. <u>Clothing Restrictions</u>

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.

30. <u>Tobacco-Free Environment</u>

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.

31. <u>Prison Rape Elimination Policy</u>

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.

32. <u>Security Regulations</u>

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.

33. <u>Gate Clearance</u>

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.

LINE ITEM BUDGET GUIDE

For Cost Reimbursement Budgets

Developed for

Bidders & Contractors

Prepared by the
Office of Business Services (OBS)

Last updated July 2010

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Please note that this guide is <u>not</u> to be used for per diem contracts.

The following sample documents are located at the back of this guide:

Project Budget Proposal
Exhibit AA – Non-Expendable Equipment
OBS 250 - Budget Transfer Request
Quarterly Budget Transfer Request
Monthly Invoice for Contract Expenditures

I. Introduction and Responsibilities

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

Bidders are responsible for:

- Indicating the actual and allowable costs associated in performing contracted services for a cost reimbursement budget (for each fiscal year if applicable) for competitive bidding purposes.

Contractors are responsible for:

- Ensuring all expenditures claimed (including all subcontractor expenditures) are allowable costs as specified in this LIBG;
- Ensuring all costs are associated in performing contracted services for auditing purposes and project review;
- Ensuring all subcontractors performing services have a written agreement stating the contracted services shall be performed in accordance with all contractual responsibilities of the prime contractor;
- Ensuring that costs transferred from one line item to another via the Budget Transfer Request (BTR) process can be supported (justified) to reflect actual and allowable expenses; and,
- Ensuring a budget amendment can be supported (justified) for actual expenses associated in performing contracted services

CDCR and Contract Managers are responsible for:

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

II. Actual and Allowable Costs

Actual, allowable costs incurred by the Contractor shall be substantiated with appropriate source documentation (such as invoices, receipts, and accounting records) for any cost contained in the budget proposal. Receipts and other support documentation need not be submitted with the monthly invoices for

contract expenditures, with the exception of travel expenses and subcontractor/consultant costs. However, the CDCR Contract Manager has the right to require the contractor provide supporting documents for any expenses at any time. Failure to provide supporting documentation may result in a delay of or denial of payment.

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

Allowable costs for a contract shall be limited to those expenditures which are: (1) in conformance with the approved contract budget (have specific prior written approval by the CDCR Contract Manager when required); and (2) for goods and services necessary to the program's operation at the time the costs are incurred. A CDCR audit will be performed on actual costs to ensure all expenses meet both criteria. Any expenses not meeting both criteria may be disallowed.

Competitive Bid Consideration:

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

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

Listed below are allowable costs:

1. Personnel Costs

a. Staff Salaries

Personnel salary and wage costs (salary equals compensation for staff who are paid based on a fixed rate for a given amount of time [i.e., weekly, monthly, etc.]; and wage equals compensation for personnel who are paid based on an hourly rate) should be commensurate with the level of responsibility and experience necessary to perform contracted program obligations.

Salaries of personnel who are providing services for more than one contract must be charged to each contract on a proportional basis. Salaries are only

allowable for the time the employee is assigned to the contracted program, and must be adequately documented (by time sheets signed by the employee and the immediate supervisor, payroll register, payroll warrant, employee personnel file and general ledger accounts). All reported salary costs shall be based on actual expenditures. The time sheets must show on a daily basis how much time each employee spent on each program and salaries must be prorated accordingly.

Bidders shall ensure that cost of living, merit, or anniversary increases when each position's monthly or hourly rates for each fiscal year of the contract are budgeted. It is recommended that bidders establish a salary range (e.g., $2,450 - $2,800). The range must be realistic and conform to industry standards for each position. If salary increases are to be granted, they must be included in the budget when submitting a bid for a single or multiple year contracts. Salary increases not included in the budget at the time of bid will not be allowed at any time during the performance of the contract *unless*:

- The CDCR Contract Manager increases contract responsibilities which in turn results in increased responsibilities of the established budgeted positions; or
- The program is legislatively approved for cost of living adjustments; or
- The Contractor experiences documented recruitment or retention problems. Recruitment documentation should include, but is not limited to the following:
  - How long the position has been vacant;
  - Prevailing wages; and,
  - Documented recruitment efforts.

  Salary increases resulting from recruitment and retention problems must be approved in advance in writing by the CDCR Contract Manager; or
- Salary increases are required by the contractor's agreement with its employees' unions. However, such salary increases must (1) be approved in advance in writing by the CDCR Contract Manager, and (2) not change the total amount of the contract.

b. Staff Benefits

Actual costs for staff benefits shall be provided based on a percentage of total staff salaries. There is no established limit for this percentage; however, CDCR has determined an average percentage for staff benefits of 28% for industrial non-represented employees is allowable.

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

Staff benefits may include regular compensation paid to employees for vacation, sick leave, jury duty, military training, and employer contributions for payroll taxes, employee health and unemployment insurance, social security, workers compensation, and a retirement plan.

The Contractor is responsible for maintaining in reserve a portion of the percentage determined for staff benefits to allow for leave accrual pay-off at the end of the contract or employment termination. Contractor shall maintain documentation to support leave earnings, usage and balances. Vacation leave accrual pay-off shall not exceed two (2) weeks per year per staff person. CDCR will not be liable for payment of accrued vacation time at the end of the contract or employment termination in excess of the amount maintained in reserve.

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

2. Sub-Contractor/Consultant Costs

A sub-contractor or consultant is defined as an individual or a firm, which the Contractor contracts for professional service(s). For the definition of an employee or a contract worker, refer to the Internal Revenue Service Publication 15A. If the Contractor intends to use a sub-contractor(s) and/or consultant(s), the need must be documented, including an estimated total dollar amount, when the bid proposal is submitted to CDCR. Sub-contractors included in the contractor's initial bid proposal shall be subject to the same bid requirements described in the following paragraph.

During the term of the contract, if there is any subcontracting activities other than those listed on the bid, the Contractor shall obtain at least three written bids for sub-contracts of $5,000 or more. Contractors shall ensure at least three informal bids are obtained for sub-contracts less than $5,000. An informal bid can be a documented verbal quote. If three informal bids are unattainable, the Contractor shall document why they were unattainable. Documentation shall include advertisements, bids received, etc., and shall be maintained by the Contractor. The Bid documentation shall be provided to the Contract Manager. All subcontracts shall be awarded to the lowest responsible bidder, unless the Contractor obtains prior written approval from the CDCR Section Chief of the Program to award based on specific evaluation criteria. If specific evaluation criteria are utilized, a minimum of 30 percent of the points shall be allocated to cost. Subcontracts of $15,000 or more shall be awarded to the lowest responsible bidder or under an approved evaluation criteria making all efforts to comply with the DVBE participation program (refer to the DVBE requirements). Prior approval by CDCR must be obtained and adequate justification must be submitted to the CDCR Section Chief of the Program if the Contractor selects a consultant/subcontractor based on sole source or specific evaluation criteria. If during an audit it is discovered that the Contractor did not

attempt to obtain three written bids or prior CDCR approval for sole source or specific evaluation criteria was not received, consultant/subcontractor fees will be disallowed.

3. Operating Costs

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

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

b. Expendable Equipment
Expendable equipment is defined as expendable items which depreciate with use and have a unit acquisition cost of less than $5,000 per unit (i.e. fax machines, computers, printers etc.). Title to any expendable equipment purchased or built with State funds as part of the agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered “theft-sensitive” items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different contract.

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

.

c. Non-Expendable Equipment
Non-expendable equipment shall be identified as movable articles which:

1. Have a normal useful life of at least one year; and
2. Have a unit acquisition cost of $5,000 or more.

(Note that a unit consists of one item.)

CDCR will not provide funding to purchase non-expendable equipment.

Contractors will be allowed to rent/lease equipment to be used in the performance of the contract.

Contractors will be allowed to be compensated for the use of non-expendable equipment through depreciation. The computation of depreciation shall be based on the acquisition cost and the useful life of the

non-expendable equipment. CDCR will not pay for depreciation costs of non-expendable equipment that is fully depreciated.

The period of useful life established for each class of non-expendable equipment must take into consideration such factors as type of non-expendable equipment, nature of the non-expendable equipment used, historical and usage patterns (refer to the Internal Revenue Service Publication 946). In the absence of clear evidence indicating that the expected consumption of the non-expendable equipment will be significantly greater in the early portions than in the later portions of its useful life, the straight line method of depreciation shall be used. If straight line method is not used, support justification indicating the depreciation method used must be submitted with the bidder's Budget Proposal.

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

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

d. Facility Lease/Rent

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

e. Facility Owned

If the Contractor owns the facility, they may be compensated for the use of the building through (1) depreciation or (2) current interest expense related to the original purchase of the facility. The computation of depreciation will be based on total facility acquisition cost, less land cost. If significant repairs are needed to make the facility usable for the project, prior written approval from the CDCR Contract Manager is required. A straight-line method of computing depreciation must be used. The contractor must possess the proper records to validate these costs and are subject to CDCR approval. The method of computing depreciation must be in accordance with Generally Accepted Accounting Principles (GAAP), and must be consistently applied. Only interest expense related to the original purchase price's remaining principal balance is allowed. Interest expenses related to equity loans are not allowable.

If a Contractor-owned facility is fully amortized and fully depreciated, a rental fee equal to Fair Market Value is allowable. The Fair Market Value shall be supported by an appraisal report prepared by a licensed independent real estate appraiser.

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

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

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

i. Interest
The Contractor may use allocated funds for interest when the State's annual budget is delayed and payments cannot be made to the Contractor, resulting in the inability for continued services unless the Contractor borrows funds. Any other situation for interest payments will be handled on a case-by-case basis and must be approved in writing by the Deputy Director of the Program.

j. Line Item Additions
These are blank areas on the Budget Proposal in which the Contractor has identified additional expense areas that CDCR concurs are necessary to provide contracted services and are obtained utilizing the Budget Transfer Request (BTR) process (see Budget Transfer Requests).

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

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

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

n. Supplies
Supplies are defined as expendable items which depreciate with use and are limited to supplies necessary to meet the project's scope of work. Title to any expendable supplies purchased or built with State funds as part of the agreement will vest in the State. Upon termination of the agreement, Contractors are required to leave all unused supplies for use by subsequent

contractors or for the State to dispose of accordingly. The State may authorize the continued use of such supplies for work to be performed under a different contract.

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

o. Training
Cost of required training for employee development benefiting contract programs.

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

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

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

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

REIMBURSEMENT ALLOWANCES:

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

Meals and Incidentals
The following reimbursement rates are maximums, not allowances. The contractor may only claim their *actual* expense.

Breakfast: Up to $6; Lunch: Up to $10; Dinner: Up to $18; Incidentals: Up to $6

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

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

Lodging Reimbursements

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

COUNTIES	RATES
Alameda, San Francisco, Santa Clara, San Mateo	Up to $140
Los Angeles, San Diego	Up to $110

If the county is not listed above, the standard rate of **$84** for lodging will apply.

q. Utilities

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

4. Indirect Costs

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one objective. The term "indirect costs" as used herein applies to costs incurred in the Contractor's administrative department, as well as those incurred in other departments in carrying out the functions and objectives of the contract.

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

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

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

a. Cost Allocation Plan

The purpose of the CAP is to ensure that there is equitable distribution of indirect costs to all the Contractor's programs or operations. The CAP will include all associated expenses and must be provided at the time of bid submittal. If the indirect cost rate is determined to be inaccurate, the indirect cost rate will be recalculated to reflect the Contractor's supportable rate and the bid adjusted accordingly. In addition, previous payments made by the State in excess of the supported indirect cost rate will be withheld from future payments to the Contractor or claimed during cost recovery in the close out audit.

5. Profit Fee

A one-time maximum profit fee of up to 5 percent (5%) of the cost of operating the project, exclusive of indirect costs and sub-contractor costs, is allowed per fiscal year. Profit fee costs will be added to the other proposed costs and become part of the total bid. If a budget amendment occurs due to an increase or decrease in fiscal year funding levels, the Contractor shall adjust the budgeted profit fee costs accordingly. At no time shall the profit fee percentage be greater than that of the original bid. Any unallowable costs from an audit may result in a recalculation of profit fee costs and recovery by CDCR of the difference.
Note: Only for-profit contractors may claim a profit fee.

6. Operating Reserve/Contingency Fund

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

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

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

adjusted accordingly. Any unallowable costs from an audit may result in a recalculation of the Operating Reserve/Contingency Fund costs and recovery by CDCR of the difference.

7. Allowable Indirect Costs

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

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

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

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

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

d. Bonding
Cost of fidelity, surety and performance bond premiums.

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

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

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

h. Electronic Data Processing
The cost of data processing services related to the contracted program.

i. Legal Expenses (Contract Administration)
The cost of legal expenses required in the administration of contract programs. NOTE: Three bids are not required for legal services.

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

k. Meetings and Conferences
Costs when the primary purpose of the meeting is the dissemination of technical information relating to the contract program and are consistent with regular practices followed for the other activities of the Contractor. Registration fees are allowable under this line item. If travel is required for the meeting/conference, refer to the section entitled, "Actual and Allowable Costs," paragraph 3 "Operating Costs," subsection "p. Travel" on page 8.

l. Memberships, Subscriptions and Professional Activities
The cost of membership in civic, business, technical and professional organizations provided the:

- Benefit from the membership is related to the contract program;
- Expenditure is for Contractor's membership;
- Cost of the membership is reasonably related to the value of the services or benefits received;
- Expenditure is not for the membership in an organization which devotes a substantial part of its activities to influencing legislation; <u>and,</u>
- Single membership cost does not exceed $100.00.

m. Morale, Health and Welfare Costs
These costs must be comparable to what State employees receive and requires prior written approval by the CDCR Contract Manager.

n. Payroll Preparation
Cost of preparing payrolls and maintaining necessary related wage records.

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

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

q. Printing and Reproduction
Costs for printing and reproduction services, which are necessary for program administration include, but are not limited to: forms, reports,

manuals, information literature and related services which are in support of CDCR's contracted program.

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

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

t. Transportation
Transportation costs relating either to goods purchased, delivered or moved from one location to another. When such allowable transportation costs occur in moving items from one of the Contractor's CDCR contracted facilities to another, the cost shall be charged against the receiving facility's contract.

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

8. Unallowable Costs

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

a. Bad Debts
Loss arising from uncollectible accounts and related costs.

b. Bonus/Gifts
Costs associated with bonuses and/or other gifts.

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

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

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

f. Legal Expenses (Claims Against the State)
Refer to Exhibit D – CDCR Special Terms and Conditions.

g. Legislative Lobbying Costs
Costs associated with lobbying activities.

III. Fiscal Audits

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

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

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

If the Contractor received payments that are determined to be unallowable, then, in addition to any other remedies the State may have, the State may withhold payments from the Contractor to recover these costs. The State also reserves the option to collect any unallowable costs from the Contractor in monthly installments.

If disallowed or questionable costs are found, a draft report will be issued to the Contractor for review and comment. The Contractor will have 30 days to submit written comments and/or supply additional source documentation to the State for consideration in preparing the final report. The parties hereto mutually agree that the resolution of any issues pertaining to audits shall be resolved pursuant to Section 22090.7 of CDCR's Operations Manual.

IV. Project Budget Proposal

Attached is a blank Project Budget Proposal (Attachment 1) which displays some of the allowable costs for a cost reimbursement budget. The project budget proposal displays five (5) separate budget categories (A, B, C, D, E and F) and indicates the line items within each budget category. CDCR's Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.

1. **Total Personnel Costs**
   Total Staff Salaries
   Total Staff Benefits
2. **Sub-Contractors/Consultants Costs**
   (Identified by Bidder)
3. **Total Operating Costs***
   Communications
   Expendable Equipment
   Non-Expendable Equipment (per Exhibit AA)
   Facility Lease/Rent
   Food Costs
   Household Supplies
   Insurance
   Interest
   Line Item Additions
   Linen Services
   Maintenance/Repair
   Supplies
   Travel
   Utilities
4. **Total Indirect Costs**
5. **Profit Fee (for-profit organizations)**
6. **Operating Reserve/Contingency Fund (non-profit/government agencies)**

***** *Any other associated operating cost applicable to the project is an allowable cost and may be added to the budget proposal as an additional expenditure under Total Operating Costs budget category. Refer to the section entitled "II. Actual and Allowable Costs," paragraph 3 "Operating Costs," sub-paragraph j "Line Item Additions".*

V. Establishing Monthly Salary Rates

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

1. Monthly Salary Rates
Considerations for a monthly salary increase should include:

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

2. Establishing a Monthly Salary Range
A bidder may establish a monthly salary range for:

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

By establishing a monthly salary range, this allows personnel to have varying monthly salaries and the established rates shall be inclusive of any salary increases during a fiscal year. For a multi-year contract, a bidder may also establish different monthly salary ranges for each fiscal year. Establishing salary ranges will allow the Contractor to make salary adjustments within the established range during the contract term to accommodate unexpected personnel changes. The range must be realistic and conform to industry standards for each position.

The following displays an example monthly salary range by FY:

Single Staff Position	
Supervising Caseworker	$3125 - $3280 (1st FY) $3280 - $3445 (2nd FY) $3445 - $3615 (3rd FY)

Multiple Staff Positions	
23 Caseworkers	$2550 - $2675 (1st FY) $2675 - $2800 (2nd FY) $2800 - $2940 (3rd FY)

A Budget Transfer Request (BTR) approved by the CDCR Deputy Director of the Program is required for all salary increases. An approved contract amendment is required for salary increases over 15%. The BTR and/or contract amendment has to be approved before the salary increase is granted, and must meet the criteria for allowable salary increases—refer to the section

entitled "II. Actual and Allowable Costs", paragraph 1 "Personnel Costs", sub-paragraph "a. Staff Salaries".

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

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

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

To compute the budgeted amount for the 8 Counselors, each position's monthly salary rate and time base vary for the FY: 1 @ $2450 @ 50% = $14,700 1 @ $2450 @ 75% = $22,050 2 @ $2450 @ 100% = $58,800 4 @ $2575 @ 100% = $123,600 A bidder would <u>not</u> need to display this application on the project budget proposal; however, for invoicing purposes, the monthly salary paid to each staff person cannot be more than the established monthly salary rates and time base.

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

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

Invoicing for a Position's Budgeted Hourly Rate
Hourly rate increases over 15% <u>must</u> have prior amendment approval by CDCR's Deputy Director of the Program and the Office of Business Services <u>before</u> making commitment to staff.

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

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

7. Temporary Help and Overtime Displayed

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

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

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

8. Costs Displayed for Budget Categories and Line Items

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

Frequently Asked Questions (F.A.Q.)

1. What is an amendment?

An amendment is defined by the California State Contracting Manual as "a formal modification or change of a material term, such as the term, cost, or scope of work, in one or more provisions of an existing contract."

2. When is a formal amendment required?

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

- Change in the scope of work;
- Change in contract term;
- Increase or decrease in total funding for any one fiscal year;
- Salary increases over 15% of the budgeted high salary range; or,
- Increase in the total Personnel category greater than 15%.

3. What is a Budget Transfer Request?

A Budget Transfer Request (BTR) is an informal document used by the Contractor to indicate budget transfer costs of existing project funds without the need to process a formal amendment. The BTR is only used when there is no increase in the funding level and/or no change in the scope of the project. The BTR enables the Contractor to adjust the line item budget to reflect actual expenditures. The BTR must be approved by the Deputy Director or equivalent of the CDCR Program.

The Line Item Budget Guide includes a copy of the BTR form. You must include all applicable supporting documentation when submitting a BTR for review.

4. What are allowable budget transfers?

Transfers either within or across categories, and up to 15% of original bid per fiscal year, will be allowed each fiscal year without submitting an immediate BTR. The 15% is cumulative for each fiscal year budget. All transfers exceeding 15%—excluding "Personnel"—must be documented on the BTR form. If necessary, allowable transfers may be accomplished by transferring funds across the established categories.

For audit purposes, the Contractor shall maintain documentation concerning their BTR. At the end of each quarter within the fiscal year, the Contractor will reconcile

their budgets with CDCR. The CDCR Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.

Transfers moving funds into/from the Indirect Cost, Profit Fee, and/or Operating Reserve/Contingency Fund categories to/from any other line item are not allowed.

5. How soon do I need to file a BTR?

Prior written approval for any type of transfer or change not identified below must be requested from the Deputy Director of the Program. If the request is approved, the Contractor will be provided written notification to process a BTR for the requested transfer or change.

The following actions require an *immediate* BTR and approval from the Deputy Director or equivalent of the CDCR Program:

- An adjustment to budget costs across established budget categories greater than 15% of original total for that category. (e.g., "Operating Costs"; "Subcontractor/Consultant Costs", etc., but excluding "Personnel" category).
- Adding new line item(s) in any one of the budget categories.
- An increase in benefits only for the following documented circumstances:
  a. An increase in employee health care or workers' compensation costs.
  b. An increase in social security or unemployment insurance costs.
  c. An increase in employee payroll taxes.

  Documented proof of increased costs must be provided (i.e., tax documents, invoices, etc.).
- An addition of new budgeted positions that do not have a significant impact on contracted services or contract deliverables and do not require duties and/or qualifications to be identified in the scope of the project.
- An increase in a budgeted position's time base (e.g., from 50% to 75%, etc.).

6. What are the Contractor's responsibilities concerning a BTR?

The Contractor shall submit a BTR once each quarter to reconcile any movement of funds not requiring the submittal of an immediate BTR. No later than 15 business days after the end of each quarter, the Contractor will submit their quarterly BTR to the Contract Manager. The BTR must reflect budget transfer costs of existing project funds, provide justification and supporting documentation for each budget transfer, and submit a revised budget for the affected fiscal years. The justification/documentation memorandum must accompany the BTR and be signed by the Contractor's Director or designee. *If no movement of funds occurred during any quarter, the Contractor will indicate this on their last monthly invoice for that quarter.*

7. What are CDCR's responsibilities concerning a submitted BTR?

CDCR Contract Managers must submit a copy of all approved BTRs, along with a revised budget, to the CDCR Accounting Services office and the Office of Business Services (OBS). OBS will review all BTRs and revised budgets to ensure that they are in accordance with the guidelines. Any approved BTR that is deemed inappropriate will be noted and directed to the OAC for audit exceptions. OBS will notify the CDCR Contract Manager of any BTR that has been forwarded to the OAC.

The Accounting Office will not pay invoices exceeding the budgeted category amounts until an approved BTR and revised budget have been received from the CDCR Contract Manager. The Accounting Office will only pay invoices for categories that are reflected in the current approved line item budget that have sufficient funds. All BTRs and revised budgets will be maintained in the contract file.

BTRs are effective for the entire fiscal year of request. BTRs for the last quarter of any given fiscal year, or upon term end of contract, must be received by CDCR's Accounting Office and OBS (after program review and approval) no later than 90 days after the fiscal year end. BTRs received after 90 days of the fiscal year end must be accompanied by a signed late justification memorandum, submitted by the contractor for approval by the Deputy Director or equivalent of the CDCR Program.

8. How do I include duties performed for a vacant position?

A vacant position's duties may be temporarily performed:

- By an existing position whose time base is currently less than 100% *(e.g., time base of 75% increased to 100% and the existing position's budgeted amount would also increase by transferring costs from the vacant position); or*,
- By allowing existing staff to work overtime; or
- By employing temporary help.

9. What are allowable salary rate increases?

Salary increases *not included in the budget at the time of bid* will only be allowed during the term of the contract under the following conditions:

- CDCR increases contract responsibilities which results in increased responsibilities of the established budgeted positions; or,
- The project is legislatively approved for cost of living adjustments; or,
- The Contractor experiences documented recruitment or retention problems; or,
- Salary increases are required by the Contractor's agreement with its employees' unions.

Salary increases over 15% of the high range, other than those included in the budget at the time of bid, must have ***prior*** amendment approval before making commitments to staff.

10. What can cause a change in the number of budgeted positions?

The number of established budgeted positions may increase (e.g., from 3.5 to 5 full time employee positions) due to an increase in the quantity of services.

An employee's percentage of time worked may increase (e.g., from 75% to 100%) when performing additional duties.

11. When can new budget line items be added?

New positions, excluding temporary help, may be added to a project budget during the contract amendment process due to a change in the scope of work. A new position's salary range, percentage of time and number of months must be shown on the project budget. A new position's salary range must be in line with the established salaries identified in the project budget.

Additional budget line items and associated costs may be added by an amendment to reflect the actual increased costs associated with providing services.

The Contractor is allowed to add new line items by utilizing existing funds within each FY budget without the need to process an amendment.

All new line items must be reflected in a BTR.

12. How do I configure monthly invoices for contract expenditures?

The Contractor may use CDCR's monthly invoice form entitled, **"Monthly Invoice for Contract Expenditures"** (included in this guide) *or may develop a similar monthly invoice form.* If a Contractor elects to develop their own monthly invoice, the monthly invoice **must include** the same data information and associated costs as indicated on CDCR's monthly invoice. The CDCR Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.

SAMPLE DOCUMENTS

Project Budget Proposal
Exhibit AA – Non-Expendable Equipment
OBS 250 - Budget Transfer Request
Quarterly Budget Transfer Request
Monthly Invoice for Contract Expenditures

Bidder's Name: _____ **Bid Number _____**

Project Budget Proposal
(Cost Reimbursement Budget)
Bid for _____
Fiscal Year 20__/20__

A. PERSONNEL	**Number of Positions**	**Monthly Salary ***	**% of Project Time ***	**Number of Months ***	**Total**
Total Staff Salaries					
Total Staff Benefits (____% of Total Staff Salaries)					
TOTAL PERSONNEL COSTS (A)					
B. SUB-CONTRACTORS/CONSULTANTS COSTS					
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)					
C. OPERATING COSTS Travel Facility Lease/Rent Maintenance/Repair Communications Utilities Insurance Supplies/Expendable Equipment Non-Expendable Equipment (per Exhibit AA) Household Supplies Food Costs Linen Services					
TOTAL OPERATING COSTS (C)					
SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)					
D. TOTAL INDIRECT COSTS (____% of Subtotal Annual Direct Expenses)					
E. PROFIT FEE (____% of Subtotal Annual Direct Expenses)					
F. OPERATING RESERVE/CONTINGENCY FUND (____% of Subtotal Annual Direct Expenses)					
TOTAL BUDGET FOR FISCAL YEAR _____ (A+B+C+D+E+F)					

(Rev. January 2010)

Contractors Name _____ **Contract Number** _____

Exhibit AA

NON-EXPENDABLE EQUIPMENT

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

EQUIPMENT ITEM and SERIAL NUMBER	RENT COST or LEASE COST Indicate monthly cost.	DEPRECIATION If not using the straight line method, you will be required to submit support justification indicating the method of depreciation.
	Rent Cost: $_____ per month **Lease Cost:** $_____ per month	**Acquisition Cost:** $_____ **Useful Life:** ___ years **Depreciation Cost:** $_____ per month
	Rent Cost: $_____ per month **Lease Cost:** $_____ per month	**Acquisition Cost:** $_____ **Useful Life:** ___ years **Depreciation Cost:** $_____ per month
	Rent Cost: $_____ per month **Lease Cost:** $_____ per month	**Acquisition Cost:** $_____ **Useful Life:** ___ years **Depreciation Cost:** $_____ per month
	Rent Cost: $_____ per month **Lease Cost:** $_____ per month	**Acquisition Cost:** $_____ **Useful Life:** ___ years **Depreciation Cost:** $_____ per month
	Rent Cost: $_____ per month **Lease Cost:** $_____ per month	**Acquisition Cost:** $_____ **Useful Life:** ___ years **Depreciation Cost:** $_____ per month

BUDGET TRANSFER REQUEST

(Cost Reimbursement Budgets)

-PLEASE PRINT LEGIBLY-

		DATE SUMBITTED (from Contractor):	
SUBMITTED TO: **California Department of Corrections and Rehabilitation**		FROM (Contractor's Official Name as Written on Contract):	
CDCR DIVISION OR PROGRAM (Managing Contract):		PREPARED BY:	TELEPHONE NUMBER:
MAILING ADDRESS:		MAILING ADDRESS	
CITY, STATE, & ZIP CODE:		CITY, STATE, & ZIP CODE:	
ATTENTION (Program / Program Manager):	PHONE NUMBER:	CONTRACT # / AMENDMENT #	FISCAL YEAR(S):

TYPE OF BUDGET TRANSFER REQUEST (BTR)

Note: All BTRs require PRIOR approval from CDCR's Deputy Director or equivalent for the Program.

CHECK ALL THAT APPLY:

☐ Adjust budget costs across established budget categories greater than 15% of original category total (excluding Personnel category). Note that transfers to/from Indirect Costs, Profit Fees, and/or Operating Reserve/Contingency Fund to/from other line items are not allowed.

☐ Add new line item(s) in any one budget category.

☐ Increase benefits for any of the following (**and provide documentation**):

- ☐ 1. Increase in employee health care or workers' compensation costs.
- ☐ 2. Increase in social security or unemployment insurance costs.
- ☐ 3. Increase in employee payroll taxes.

☐ Add new budgeted positions (these do not have a significant impact on contracted services or contract deliverables, nor do they require duties and/or qualifications to be identified in the scope of this project).

☐ Increase a budgeted positions' time base (e.g., from 50% to 75%).

DEPUTY DIRECTOR or EQUIVALENT OF PROGRAM APPROVAL

☐ APPROVED	☐ DENIED	DATE:
DEPUTY DIRECTOR NAME:	DEPUTY DIRECTOR SIGNATURE:	PHONE NUMBER:

Attach a revised line-item budget for each fiscal year affected. All pages must include contract and BTR numbers.

DISTRIBUTION: ☐ Program ☐ Contractor ☐ OBS Contract Analyst ☐ Accounting (original)

Contractor's Name: _____

Quarterly Budget Transfer Request
(Cost Reimbursement Budget)
Contract for _____
Fiscal Year 20__/20__

Contract Number _____
Exhibit ___
BTR No. _____

A. PERSONNEL	Number of Positions	Monthly Salary *	% of Project Time *	No. of Months *	Original Total	1st QTR BTR	2nd QTR BTR	3rd QTR BTR	4th QTR BTR	New Total
Total Staff Salaries										
Total Staff Benefits (____% of Total Staff Salaries)										
TOTAL PERSONNEL COSTS (A)										
B. SUB-CONTRACTORS/CONSULTANTS COSTS										
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)										
C. OPERATING COSTS Travel Facility Lease/Rent Maintenance/Repair Communications Utilities Insurance Supplies/Expendable Equipment Non-Expendable Equipment (per Exhibit AA) Household Supplies Food Costs Linen Services										
TOTAL OPERATING COSTS (C)										
SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)										
D. TOTAL INDIRECT COSTS (____% of Subtotal Annual Direct Expenses)										
E. PROFIT FEE (____% of Subtotal Annual Direct Expenses)										
F. OPERATING RESERVE/CONTINGENCY FUND (____% of Subtotal Annual Direct Expenses)										
TOTAL BUDGET FOR FISCAL YEAR _____ (A+B+C+D+E+F)										

- *These Personnel changes should be noted on BTR narrative*

(Rev. January 2010)

MONTHLY INVOICE FOR CONTRACT EXPENDITURES **INVOICE NUMBER: _____**
(COST REIMBURSEMENT BUDGETS)

TO: **California Department of Corrections and Rehabilitation**	PREPARED BY (NAME)	TELEPHONE NUMBER
CDCR DIVISION OR PROGRAM	CONTRACTOR'S OFFICIAL NAME	
MAILING ADDRESS	MAILING ADDRESS	
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	
ATTENTION **HEADQUARTERS ACCOUNTING SERVICES SECTION**	CONTRACT NUMBER	AMENDMENT NUMBER
In accordance with the above-referenced contract, payment is requested for satisfactory services provided in the MONTH of _____, 20_____		AMOUNT DUE **$**

A. PERSONNEL COSTS **STAFF POSITIONS & BUDGETED MONTHLY SALARIES** Employee's NAME, Position TITLE and TIME Base (% or Hours)	**PROJECT BUDGET**	**YEAR TO DATE EXPENDITURES (EXCLUDE CURRENT MONTH)**	**CURRENT MONTH EXPENDITURES**	**BALANCE AVAILABLE**
			$	
			$	
			$	
			$	
			$	
			$	
TOTAL STAFF SALARIES			**$**	**$**
STAFF BENEFITS _____% of Total Staff Salaries as stated in the budget			**$**	**$**
		TOTAL PERSONNEL COSTS =	**$**	**$**
B. SUB-CONTRACTORS/CONSULTANTS COSTS			**$**	**$**
C. OPERATING COSTS *(attach additional sheets if necessary)*				
*Travel			**$**	**$**
Facility Lease/Rent			**$**	**$**
Maintenance/Repair			**$**	**$**
Communications			**$**	**$**
Utilities			**$**	**$**
Insurance			**$**	**$**
Supplies/Expendable Equipment			**$**	**$**
Non-Expendable Equipment (per Exhibit AA)			**$**	**$**
Line Item Additions:			**$**	**$**
_____			**$**	**$**
_____			**$**	**$**
		TOTAL OPERATING COSTS =	**$**	**$**
D. INDIRECT COSTS ____% of (A+C)			**$**	**$**
E. PROFIT FEE____% of (A+C)			**$**	**$**
F. OPERATING RESERVE/CONTINGENCY FUND ____% of (A+C)			**$**	**$**
		TOTAL COSTS =	**$**	**$**
FOR ACCOUNTING OFFICE USE ONLY				
LESS ADVANCE PAYMENT (if applicable, advance payment must be deducted as set forth in the contract)			_	**$**
AMOUNT OF PAYMENT DUE (must match "Amount Due" above)			**$**	

The undersigned certify, by review and verification of the attached documentation, satisfactory service has been provided in accordance with the above-referenced contract.

SIGNATURE AND PRINTED NAME OF CONTRACTOR'S FISCAL OFFICER		DATE SIGNED
SIGNATURE AND PRINTED NAME OF CDCR PROGRAM MANAGER	TITLE	DATE SIGNED

*** SUPPORTING DOCUMENTATION REQUIRED WITH SUBMITTAL OF MONTHLY INVOICE**

☐ **CHECK THIS BOX ON THE LAST MONTHLY INVOICE OF THE QUARTER WHEN THERE HAS BEEN NO MOVEMENT OF FUNDS FOR THE QUARTER.**

MONTHLY INVOICE FOR CONTRACT EXPENDITURES (COST REIMBURSEMENT BUDGETS)

INSTRUCTIONS

CONTRACTOR COMPLETES:

INVOICE NUMBER: Enter an invoice number *(for tracking purposes).*

TO: Enter the CDCR Division or Program administering the contract. Mail to the address identified in the contract's General Terms and Conditions, Attention: Accounting Department.

PREPARED BY: Enter the name and telephone number of the individual responsible for preparing the monthly invoice. Individual identified will serve as the contact person and should be able to answer questions regarding the monthly invoice.

CONTRACTOR'S OFFICIAL NAME AND MAILING ADDRESS: Enter the business name and mailing address as stated on the contract documents. If mailing address changes during the course of the contract, Contractor will be responsible for notifying CDCR of the new address.

CONTRACT NUMBER AND AMENDMENT NUMBER: Note on each monthly invoice submitted.

WHEN SERVICES PROVIDED AND AMOUNT DUE: Identify the month, year and the amount of payment due.

Project Budget Costs

For the following budgeted costs, do not send supporting documentation with the monthly invoice, but retain files in the Contractor's headquarters office based in California or at the project service location where services are being provided.

EXCEPTION: Required to submit supporting documentation for "Travel Costs" and" Sub-Contractors/Consultant Costs."

PERSONNEL COSTS: List the name, position title, time base percentage (or hours worked). Each approved position must be listed whether staffed or vacant. To justify the use of salary savings, the Contractor must obtain prior approval through the Budget Transfer Request process. Monthly invoice for salary costs of vacant positions cannot be reimbursed, or claimed for personnel services not rendered during the vacancy period. Attach additional lines as necessary.

STAFF BENEFITS: Enter the percentage of Total Staff Salaries as stated in the budget. If a percentage range was established (due to some staff benefit premiums being paid on a quarterly or annual basis), the monthly amount paid can not exceed the established high range.

SUB-CONTRACTOR/CONSULTANT COSTS: Enter the associated costs. Submit supporting documentation for all expense reimbursements of associated costs claimed with the monthly invoice and retain a copy at the Contractor's headquarters or at the project service location where services are being provided for audit purposes.

OPERATING COSTS:

TRAVEL - Enter the costs directly related to travel for the project. Travel costs must be supported by travel expense vouchers, purpose of travel, location (to and from destinations), dates, time of travel, rates claimed, mileage and any applicable receipts. Submit supporting documentation for travel costs claimed with the monthly invoices and retain a copy at the Contractor's headquarters or at the project service location where services are being provided for audit purposes.

FACILITY LEASE/RENT - Enter the monthly lease/rent costs applicable to the occupied space for the project. If Contractor occupies space(s) which will only be partially used by the CDCR project, the allowable space costs must be based on the percentage of space used for the project. If the facility is owned by the Contractor, the Contractor may be compensated for the use of buildings through depreciation and current interest expense related to the purchase of the facility. The computation of depreciation will be based on total facility acquisition cost, less land cost. Adequate property records must be maintained and a straight line method of computing depreciation must be used, in accordance with Internal Revenue Code. The method of computing depreciation must be consistently applied.

MAINTENANCE/REPAIR - Enter the costs that reflect expenses for the upkeep of the facility and/or the repair of non-expendable equipment.

COMMUNICATIONS - Enter the costs associated for the operation of the project. Costs include, but are not limited to, telephone service, postage costs and messenger service.

UTILITIES - Enter the costs associated for the operation of the project. Costs include, but are not limited to, gas, electricity, water and trash collection.

INSURANCE - Enter the costs associated in maintaining insurance coverage for the operation of the project.

SUPPLIES/EXPENDABLE EQUIPMENT - Enter the purchase price of office supplies and/or expendable equipment (acquisition cost of less than $5000 per unit) necessary to meet the project's required services.

NON-EXPENDABLE EQUIPMENT - Enter the costs as indicated in the approved budget for the method of charge (rent/lease or depreciation).

LINE ITEM ADDITIONS - Enter those costs deemed necessary to provide contracted services as indicated in the approved budget.

INDIRECT COSTS - Will be allowed to the extent specified in the approved contract budget. Enter the associated costs and list the indirect cost rate (percentage of costs) which is based on the combinations of Total Personnel Costs and Total Operating Costs.

PROFIT FEE (For profits only) **-** Will be allowed to the extent specified in the approved contract budget. Enter the profit or service fee rate (percentage of costs), which is based on the combinations of Total Personnel Costs and Total Operating Costs. Enter the associated total costs. *Note that non-profits and government agencies are not allowed to claim profit or service fees.*

OPERATING RESERVE/CONTINGENCY FUND (For non-profits and government agencies) **–** May include this line item. The fund/reserve can be up to 5% of the cost of operating the project, exclusive of indirect and subcontractor costs.

FISCAL OFFICER'S SIGNATURE - Contractor's fiscal officer must review and certify with their signature that expenditures claimed are in accordance with the provisions identified in the contract budget. Fiscal officer must print and sign their name and date each monthly invoice. ***Send the signed original and two (2) copies to accounting.***

IF NO BUDGET CHANGES OCCURRED DURING THE QUARTER – If there were no movement of funds during the quarter, including amendments, the Contractor will indicate this on their last monthly invoice for that quarter by checking the box at the bottom of the invoice. If there were movement of funds, leave blank. *(Check only for last monthly invoice of the quarter).*

CDCR STAFF COMPLETES: The CDCR Contract Manager or their authorized designee must review Contractor's monthly invoice and certify with their signature that based upon their review and verification of the attached documentation, satisfactory service as been provided in accordance with the provisions of the contract budget. The individual authorizing the payment of the monthly invoices must sign, along with entering their title and date of signature. Forward to accounting the approved invoice and retain support documentation for your project records. The CDCR Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.

Monthly Cost Reimbursement Invoice for Contract Expenditures

To: California Department of Corrections and Rehabilitation
Contractor Name: Palo Verde Community College District

Attention: Office of Offender Services Invoice Unit

In accordance with the above-referenced Agreement, payment is requested for satisfactory services provided in the MONTH of _____, 20_____

Amount Due:

PLEASE FILL IN YELLOW CELLS ONLY

A. PERSONNEL COSTS **Lead Agency/Staff Positions**	**Annual Salary**	**% FTE on project**	**Project Budget**	**Year to Date Expenditures (Exclude Current Month)**	**Current Month Expenditures**	**Balance Available**
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
Subtotal			$ -	$ -	$ -	$ -
Fringe Benefits & Rate	rate:		$ -	$ -	$ -	$ -
SUBTOTAL			**$ -**	**$ -**	**$ -**	**$ -**
B. SUB-CONTRACTORS/ CONSULTANT COSTS:						
***Name:_____**						$ -
C. OPERATING COSTS			**Project Budget**	**YTD Expenditures (Exclude Current Month)**	**Current Month Expenditures**	**Balance Available**
*Travel				$ -		$ -
Reproduction				$ -		$ -
Maintenance/repair				$ -		$ -
Communications (telephone, cell phones)				$ -		$ -
Utilities				$ -		$ -
Insurance (Car insurance, worker's comp for parolees)				$ -		$ -
Supplies/expendable equipment (water, sanitary items,				$ -		$ -
SUBTOTAL			**$ -**	**$ -**	**$ -**	**$ -**
TOTAL OPERATING COSTS (A+C only)			**$ -**	**$ -**	**$ -**	**$ -**
D. INDIRECT COST						
Usually 10% unless County/City has Resolution outlining Indirect Costs or has Federal CAP			$ -	$ -	$ -	$ -
TOTAL COST			**$ -**	**$ -**	**$ -**	**$ -**
LESS ADVANCE PAYMENT						
AMOUNT OF PAYMENT DUE (must match "Amount Due" above)				$ -		

The undersigned certifies, by review and verification of the attached documentation, satisfactory service has been provided in accordance with the above-reference Agreement.

SIGNATURE AND PRINTED NAME OF CONTRACTOR'S FISCAL OFFICER		DATE SIGNED
SIGNATURE AND PRINTED NAME OF CDCR PROGRAM MANAGER	TITLE	DATE SIGNED

*** SUPPORTING DOCUMENTATION REQUIRED WITH SUBMITTAL OF MONTHLY INVOICE**

☐ CHECK THIS BOX ON THE LAST MONTHLY INVOICE OF THE QUARTER WHEN THERE HAS BEEN NO MOVEMENT OF FUNDS FOR THE QUARTER

CERTIFICATE OF COMPLETION

WORKFORCE INVESTMENT BOARD
of _____ COUNTY and
CALIFORNIA DEPARTMENT of CORRECTIONS and REHABILITATION

This certificate is awarded to:

NAME OF RECIPIENT

Has successfully completed the requirements for the

California Transition Program

One-Stop Career Center Orientation, Transition Planning, Job Search Techniques I & II, Job Applications, Resume Writing, Interview Preparation, and Financial Literacy

Completed on the _____ of _____, 2013

Facilitator _____ Date _____

Employment Development Department
State of California

California WORKFORCE INVESTMENT BOARD

DEPARTMENT OF CORRECTIONS AND REHABILITATION
STATE OF CALIFORNIA

Institution
Session ID
Session Start
Scheduled End
Actual End Date
Missing Hrs.

Utilization Data Collection Spreadsheet

Palo Verde Community College District
California Department of Corrections and Rehabilitation
Agreement Number 5600004278
Attachment C

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Name																										
CDCR No																										
Certification Issued (Y/N)																										
Exit Code																										
Day 1	X																									
	S																									
	E																									
	A																									
Day 2	X																									
	S																									
	E																									
	A																									
Day 3	X																									
	S																									
	E																									
	A																									
Day 4	X																									
	S																									
	E																									
	A																									
Day 5	X																									
	S																									
	E																									
	A																									
Day 6	X																									
	S																									
	E																									
	A																									
Day 7	X																									
	S																									
	E																									
	A																									
Day 8	X																									
	S																									
	E																									
	A																									
Day 9	X																									
	S																									
	E																									
	A																									
Day 10	X																									
	S																									
	E																									
	A																									

Institution
Session ID
Session Start
Scheduled End
Actual End Date
Missing Hrs.

Utilization Data Collection Spreadsheet

Palo Verde Community College District
California Department of Corrections and Rehabilitation
Agreement Number 5600004278
Attachment C

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Name																										
CDCR No																										
Certification Issued (Y/N)																										
Exit Code																										
Day 11	X																									
	S																									
	E																									
	A																									
Day 12	X																									
	S																									
	E																									
	A																									
Day 13	X																									
	S																									
	E																									
	A																									
Day 14	X																									
	S																									
	E																									
	A																									
Day 15	X																									
	S																									
	E																									
	A																									
Day 16	X																									
	S																									
	E																									
	A																									
Day 17	X																									
	S																									
	E																									
	A																									
Day 18	X																									
	S																									
	E																									
	A																									
Day 19	X																									
	S																									
	E																									
	A																									
Day 20	X																									
	S																									
	E																									
	A																									

Institutional Transition Program

Date	Reason of Closure

Institutional Transition Program

Key Performance Indicators Recorded After Each Session:	**Number**
Number of Participants Initially Enrolled in the Class Session	
Number of Participants Completing the class session	
Referrals to One-Stop Career Center(s)	
Referrals to other Social Service Agencies	

Institutional Transition Program
Utilization Data Collection Procedures

The Data Collection Instrument (DCI) for the Transition Program captures the time that each individual participant spends in and out of class and the reason for their exit from program. This is a simple spreadsheet without much functionality. It is intended to be an interim method of collecting program data. Another data collection system, more robust and intended for use by all in-prison rehabilitative programs, is already in development and may be ready as early as January 2013.

Layout of the DCI Spreadsheets

Tab 1 – Class Data: On the first tab there are fields at the top of the sheet that identify the session. There are a few frozen lines and columns that make it easier to keep track of which line and/or column data is entered. Anything below the "Exit Code" line will disappear when scrolling down. Anything to the right of the XSEA column will disappear when scrolling right.

There is formatted space for 25 participants and 20 class days. If there are more than 25 participants, please feel free to fill in as many more columns as necessary to the right of the already formatted columns and fill in their information in the same manner as the others. Please do likewise for the class days if there should happen to be more than 20 class meetings in a session.

Tab 2 – Closure Report: The second tab has two fields to record dates and reasons why a class is not in session.

Tab 3 – Key Performance Indicators (KPI's): Fill in required information.

- **Data Element Definitions**

- **Name and CDCR No.**
  The main part of the DCI is laid out in a grid with the names and CDCR Numbers of participants running across the top and the session days running down the left side.

- **Utilization of Exit Codes**
  When an individual leaves the program, either early or after a full completion, enter the correct exit code (definitions listed above) in the exit code line. When a value other than blank or "0" (zero) is entered, the column will turn orange. This is to cue someone inputting class hours that the participant has already left the program and no class hours should be entered for that day for that individual.

- **Codes**
  X Time - Actual time (in 1/4 hour increments) participants spend in program meetings.
  S Time - Actual time (in 1/4 hour increments) participants are absent from program meetings for a program/institution initiated reason (example: lockdown).
  E Time - Actual time (in 1/4 hour increments) participants are absent from program meetings for excused reasons (example: medical).
  A Time - Actual time (in 1/4 hour increments) participants are absent without leave from program meetings.

Using the DCI

Save a Copy

Upon opening a blank original copy of the DCI, save a copy of the document. Name the new document using a combination of the institution and the session ID.

Session Information

In the top section of the DCI, fill in the institution, session ID, session start date, scheduled end date, and actual end date starting in column E. Please be sure to make each session ID unique.

Participant Data

The lines just below the session information are intended to specifically identify the class participants. Type in the last name and CDCR number of each participant in the spaces provided.

Indentify Exit Codes

1. Full Completion: Participant was discharged following completion of all treatment phases and/or modules as identified in their individual treatment plan and/or program design.
2. Partial Completion: Paroled (in-custody programs only) – Inmate was paroled from an in-custody substance abuse treatment program prior to completion of all treatment phases and/or modules as identified in their individual treatment plan and/or program design. (No longer a valid code.)
3. Disciplinary – Substance Use or Possession: Participant was discharged from a substance abuse treatment program as a result of the use or possession of alcohol or illegal substances.
4. Disciplinary – Other (non-substance use or possession): Participant was discharged from a substance abuse treatment program for disciplinary reasons other than substance use or possession.
5. Voluntary Quit: Participant chose to discontinue participation in a substance abuse treatment program.
6. CDCR Initiated Removal: Participant was discharged from a substance abuse treatment program at the direction of an institutional or parole representative of the California Department of Corrections and Rehabilitation.
7. Unable to Continue Participation (medical or psych conditions): Participant was discharged from a substance abuse treatment program due to a medical or psychological condition which prevented their continued participation in treatment.
8. Transferred to Another Program or Modality: Participant was discharged to facilitate transfer to another substance abuse treatment program or treatment modality (do not use to indicate movement of offender from inmate to parolee status. Treatment discharges resulting from a change in offender's status from inmate to parolee must be coded as 1 or 2).
9. Escape: Inmate was discharged from a substance abuse treatment program due to an escape or walk away from a correctional facility.
10. Death

Calculate X, S, E, and A Time

If class days are a total of four hours and a participant is in class for the entire session, “4” should be input in the Day 1 X line. If the participant has a medical appointment that requires that they leave class one hour and fifteen minutes early on the sixth class meeting, “3.75” should be input on the Day 6 X line and “1.25” should be input on the Day 6 E line.

Closure Report on Tab 2

This is a list of the work days that a session did not meet. Please do not list weekends or holidays. In the first column, list the date the program was closed. In the second column, list the reason that the program was closed (i.e. lockdown, training, etc.).

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
1500 11th Street, 6th Floor | Sacramento, CA 95814 | Tel (916) 653-7244 | Fax (916) 653-4620 | www.sos.ca.gov

April 1, 2009

County Clerk/Registrar of Voters (CC/ROV) Memorandum #09052

TO: All County Clerks/Registrars of Voters

FROM: Chris Reynolds
Deputy Secretary of State, HAVA Activities

RE: Administrative: New Contracting Process - County Federal Employer Identification Number (FEIN)

On March 16, 2009, the Department of General Services (DGS) launched a new eProcurement (eP) system. As part of the eP system, the Secretary of State is required to register its contracts with counties at DGS, and DGS is now requiring each county to provide its FEIN number to complete the registration.

The Secretary of State is respectfully requesting you to complete Sections 2 and 3 of the attached Payee Data Record (Std. 204). While you may notice Section 1 of this form states governmental agencies are not required to submit this form, DGS is now requiring you to complete only Sections 2 and 3 of the form to receive future contract payments. Please note failure to submit this form will not delay processing payments for existing contracts. However, failure to provide your county's FEIN number will delay the processing and award of new contracts, grants, or purchase orders issued for your county.

Please complete the required Sections of the Std. 204 and fax to the attention of Contract Services at (916) 653-8324. Should you have any questions regarding completion of this form, please contact Contract Services at (916) 653-5974.