

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

TBD

PURCHASING AUTHORITY NUMBER (If Applicable)

CCHCS-5225

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

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

JANUARY 1, 2027

THROUGH END DATE

DECEMBER 31, 2028

3. The maximum amount of this Agreement is:

TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A-1	Detailed Scope of Work	3
Exhibit A-2	List of Participating Institutions	3
+ - Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B-1	Rate Sheet	1
+ - Exhibit C*	General Terms and Conditions	GTC 02/25
+ - Exhibit D	CCHCS Special Provisions	11
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

CCHCS-5225

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

California Correctional Health Care Services

Acquisitions Management Section

CONTRACTING AGENCY ADDRESS

8280 Longleaf Drive, Building D-2

CITY

Elk Grove

STATE

CA

ZIP

95758

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Services Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCOPE OF WORK

- A. The Contractor agrees to provide to the California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment, and every other item of expense necessary to provide Radiation Dosimetry Services as defined in ***Exhibit A-1 - Detailed Scope of Work***.
- B. The Contractor agrees to adhere to the minimum qualifications and requirements as set forth in Solicitation # SD25-00030.
- C. The Contractor shall provide services to all institutions listed in ***Exhibit A-2 – List of Participating Institutions*** and the CDCR/CCHCS Regional/Headquarters Offices.
- D. The term of this Contract shall be January 1, 2027, through December 31, 2028. The Contractor is not authorized to commence work, as described in this Contract, until the Contract has been fully executed. Any services provided prior to execution of the Contract shall be considered voluntary and non-compensable.

CDCR/CCHCS shall have the option to extend this Contract, for continued services, for one (1) additional two (2) year term, at the rates listed in ***Exhibit B-1 - Rate Sheet***.

- E. Licenses/Certifications:

SB or DVBE certification(s) must be in effect for the duration of the Contract.

- F. The representatives during the term of this Contract will be:

CDCR/CCHCS Contract Manager	Contractor Representative
CDCR/CCHCS, Medical Services	Contractor:
Name:	Name:
Phone:	Phone:
Email:	Email:

Contractor Name
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Scope of Work

Contract Number

Exhibit A

Direct all contract inquiries to:

CDCR/CCHCS Contract Analyst	Contractor Representative
Acquisitions Management Section	Contractor:
Contract Analyst Name: Kristen McIlrath	Name:
Address: <u>Physical:</u> 8280 Longleaf Drive, Building D-2 Elk Grove, CA 95758 <u>Mailing:</u> PO Box 588500 Elk Grove, CA 95758	Address:
Phone: (916) 691-0309	Phone:
Email: Kristen.mcilrath@cdcr.ca.gov	Email:

DETAILED SCOPE OF WORK

A. PURPOSE AND DESCRIPTION OF SERVICES:

The California Department of Corrections and Rehabilitation, California Correctional Health Care Services, herein referred to as "CDCR/CCHCS", has identified a need for Radiation Dosimetry Services.

B. DOSIMETER DEFINITION:

Contractor shall provide whole-body dosimeters (radiation detection badges) which include radiation detection film or optically stimulated luminescent (OSL) technology, proper encasement, attachment clips, and return envelopes at the rates listed in **Exhibit B-1, Rate Sheet**. Whichever dosimeter technology Contractor electively provides (radiation detection film or OSL technology), Contractor must solely and continuously provide this same technology over the term of the Contract. Each dosimeter shall only be worn by one designated individual or placed in one designated facility location for the specified period of time (one month or one annual quarter) not to exceed three (3) months. Contractor shall ensure the dosimeters are capable of recording exposure to x-ray, beta, and gamma radiation. Contractor shall ensure the dosimeters' sustained integrity and ensure the dosimeters are in accordance with all applicable CA state and U.S. federal regulations.

C. ACCOUNT MAINTENANCE:

Contractor shall provide contact information for CDCR/CCHCS designees to initiate, modify, and/or inquire of services between the normal business hours of 8:00 AM PST and 5:00 PM PST. Contractor shall accept orders from CDCR/CCHCS designees from each Institution/Program and shall have the capabilities to monitor/divide each Institution/Programs' orders and usage within this Contract. CDCR/CCHCS designees from each Institution/Program shall be responsible for providing Contractor with its Institution/Program name, Institution/Program mailing address, direct contact information, the name(s) of the individual(s) wearing the dosimeter(s) and/or location(s) of the dosimeter(s), and the dosimeter replacement schedule.

Contractor shall immediately initiate services upon request and shall provide dosimeters and instructions of usage to the designated Institutions/Programs within five (5) business days of receiving an order request.

CDCR/CCHCS shall reserve the right to increase or decrease the amount of services within this Contract without incurring additional costs beyond those listed in **Exhibit B-1, Rate Sheet**. CDCR/CCHCS shall notify Contractor of the changes in services by phone or in writing with changes to be immediately effective. Contractor shall provide increases in services at the rates listed in **Exhibit B-1, Rate Sheet**. If CDCR/CCHCS requests a decrease in services, CDCR/CCHCS shall be responsible for the cost of services already rendered and/or initiated.

There shall not be any hidden fees for additions, deletions, changes, annual maintenance, or administrative fees.

D. SUBMISSION AND TESTING:

Upon the initiation of services, Contractor shall provide CDCR/CCHCS with appropriate instruction on how to return the dosimeters for testing; these instructions shall incorporate

procedures for the preservation of the dosimeters' integrity. At the end of each dosimeter's designated wear period, CDCR/CCHCS shall deliver the dosimeter to Contractor's designated address, at CDCR/CCHCS's expense.

Contractor shall test the radiation exposure of the submitted dosimeters within five (5) business days of reception and the test readings shall report the amount of comprehensive radiation exposure. Contractor shall ensure the dosimeters readings are within twenty (20) percent of the true radiation exposure.

Contractor shall notify designated CDCR/CCHCS personnel by telephone, within twenty-four (24) hours or less, of any positive radiation exposure that reads greater than two (2) millisieverts (200 millirems.) Positive readings shall also be included in the Report of Exposure, outlined in Section E, Report of Exposure.

E. REPORT OF EXPOSURE:

"Report of Exposure" is defined as a report including, but not limited to, the name of the CDCR/CCHCS Institution/Program submitting the dosimeter(s), the name of the CDCR/CCHCS personnel/facility-location designated to wear/hold the dosimeter(s), the dates of the dosimeter wear-period, the radiation exposure readings from the dosimeter(s), and an indication marker of radiation exposure beyond pre-designated limits. The Report of Exposure shall be categorized by Institution/Program name in alphabetical order.

Contractor shall e-mail all Reports of Exposure (in PDF format) to designated personnel at CDCR/CCHCS's Headquarters Office within 45 days after receiving the dosimeter(s) for testing. CDCR/CCHCS's Headquarters Office shall be responsible for disbursing the Reports of Exposure to the appropriate Institutions/Programs. Contractor must allow online portal access to the Report of Exposure, but online access shall not substitute Contractor's responsibility to e-mail the Reports of Exposure to designated CDCR/CCHCS personnel. Contractor shall bear any and every expense related to the initiation and maintenance of the Report(s) of Exposure, CDCR/CCHCS personnel access to the required online portal, and the availability of reports within the required online portal.

CDCR/CCHCS shall audit the Report(s) to ensure accuracy and completeness and immediately notify Contractor of any concerns. If CDCR/CCHCS determines fault within the Report(s), Contractor shall have three (3) business days to complete and/or correct the Report(s) or notify CDCR/CCHCS of its inability to do so. If Contractor is unable to complete and/or correct the Report(s) within three (3) business days of CDCR/CCHCS notification, Contractor shall be responsible for any and every expense related to the services of the specified dosimeter(s).

F. REPLACEMENT:

Contractor shall ensure all CDCR/CCHCS designees receive replacement dosimeters for all registered individuals and/or locations no later than two (2) weeks prior to the new month or annual quarter in accordance with each dosimeter's replacement schedule. If the initiation of service is not at the beginning of the calendar month or quarter, a month will consist of 30 days and a quarter will consist of 90 days. Contractor shall bear any and all shipment costs for standard dosimeter orders. "Standard" is defined as any condition that does not involve expeditious requests with time limits shorter than those outlined in this Contract and/or overnight shipping.

Contractor shall replace defective, lost, or destroyed dosimeters within twenty-four (24) hours of notification via overnight mail or hand delivery, upon CDCR/CCHCS's request. If it is determined a dosimeter has become defective due to the negligence or wrong-doing of Contractor or dosimeter supplier/producer, the dosimeter shall be replaced at Contractor's expense. CDCR/CCHCS shall be responsible for overnight shipping costs that are not due to the fault of Contractor; Contractor shall provide these overnight shipments at the rates listed in Exhibit B-1, Rate Sheet.

Dosimeters shall remain the property of Contractor at all times. CDCR/CCHCS shall return dosimeters to Contractor within 60 calendar days after the end of the designated wear-period. If CDCR/CCHCS does not return dosimeters within this time period, loses dosimeters, or damages the dosimeters beyond normal wear and tear, the dosimeters shall be replaced and/or compensated for at the rates listed in Exhibit B-1, Rate Sheet.

G. DOCUMENTATION:

Contractor shall maintain all records in accordance with Federal Regulation, Title 10-Energy, Volume 1, Chapter 1-Nuclear Regulatory Commission, Part 34-Licenses for Industrial Radiography and Radiation Safety Requirements for Industrial Radiographic Operations.

H. DISPUTES:

If the Contractor believes that there is a dispute between the Contractor and the CDCR/CCHCS arising out of or relating to this Contract, the Contractor shall first discuss and attempt to resolve the issue informally with the Contract Manager as listed in this Contract. If the issue cannot be resolved at this level, the Contract Manager shall follow the following procedures:

Contract Manager must submit a request to the Manager, Acquisitions Management Section, explaining why the Contract Manager's resolution is unacceptable to the Contractor. The request must include any information provided by the Contractor and the Contract Manager's response. The Manager, Acquisitions Management Section, or designee, shall review the issues raised and shall render a decision to the Contract Manager. The decision of the Manager, Acquisitions Management Section, or designee, shall be final.

I. AMENDMENTS:

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the State and Contractor may execute written amendments for changes to this Contract, if they were originally evaluated and considered.

No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS).

LIST OF PARTICIPATING INSTITUTIONS

Institution	Address	Contract Manager
Avenal State Prison (ASP)	1 Kings Way Avenal, CA 93204	
Calipatria State Prison (CAL)	7018 Blair Road Calipatria, CA 92233	
California Correctional Institution (CCI)	24900 Highway 202 Tehachapi, CA 93561	
Central California Women's Facility (CCWF)	23370 Road 22 Chowchilla, CA 93610	
California State Prison – Centinela (CEN)	2302 Brown Road Imperial, CA 92251	
California Health Care Facility (CHCF)	7707 S. Austin Road Stockton, CA 95215	
California Institution for Men (CIM)	14901 Central Avenue Chino, CA 91710	
California Institution for Women (CIW)	16765 Chino-Corona Road Corona, CA 92880	
California Men's Colony (CMC)	Highway 1, 100 Colony San Luis Obispo, CA 93409	
California Medical Facility (CMF)	1600 California Drive Vacaville, CA 95696	
Correctional Training Facility (CTF)	Highway 101 North Soledad, CA 93960	
Folsom State Prison (FSP)	300 Prison Road Represa, CA 95671	
High Desert State Prison (HDSP)	475-750 Rice Canyon Road Susanville, CA 96127	
Ironwood State Prison (ISP)	19005 Wiley's Well Road Blythe, CA 92225	

Contractor Name
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
List of Affiliate's Adult Institutions and Facilities

Contract Number

Exhibit A-2

Kern Valley State Prison (KVSP)	3000 West Cecil Avenue Delano, CA 93216	
California State Prison - Los Angeles County (LAC)	44750 60 th Street Lancaster, CA 93536	
Mule Creek State Prison (MCSP)	4001 Highway 104 Ione, CA 95640	
North Kern State Prison (NKSP)	2737 West Cecile Avenue Delano, CA 93215	
Pelican Bay State Prison (PBSP)	5905 Lake Earl Drive Crescent City, CA 95531	
Pleasant Valley State Prison (PVSP)	24863 West Jayne Coalinga, CA 93210	
Richard J. Donovan Correctional Facility (RJD)	480 Alta Road San Diego, CA 92179	
California State Prison – Sacramento (SAC)	100 Prison Road Represa, CA 95671	
California Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)	900 Quebec Avenue Corcoran, CA 93212	
Sierra Conservation Center (SCC)	5100 O'Brynes Ferry Road Jamestown, CA 95327	
California State Prison – Solano (SOL)	2100 Peabody Road Vacaville, CA 95696	
San Quentin Rehabilitation Center (SQ)	1 Main Street San Quentin, CA 94964	
Salinas Valley State Prison (SVSP)	31625 Highway 101 Soledad, CA 93960	
Valley State Prison (VSP)	21633 Avenue 24 Chowchilla, CA 93610	

Contractor Name
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
List of Affiliate's Adult Institutions and Facilities

Contract Number

Exhibit A-2

Wasco State Prison (WSP)	701 Scofield Avenue Wasco, CA 93280	
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SAMPLE

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment:

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed below or specified in ***Exhibit B-1 - Rate Sheet***, which is attached hereto and made a part of this Contract.
2. Invoices shall include the Contract Number, Purchase Order Number, sufficient scope and detail to define the actual work performed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation
Sacramento Accounting Office
Attn: MSC 15 - Accounts Payable - A
P.O. Box 187021
Sacramento, CA 95818-7021

The Contractor also has the option to submit invoices electronically to the appropriate email address listed below. The Contractor must use the name of the Contract and the Contract number on the subject line of the email. The email must include an attached PDF file of the invoices, in accordance with the information above, and must reference the institution acronym and the invoice number. For electronic submission, send invoices to:

APA.Invoices@cdcr.ca.gov

B. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract 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 Contract and Contractor shall not be obligated to perform any provisions of this Contract.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer a Contract amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause:

1. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

D. Subcontractor:

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in the Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of contractor's responsibilities and obligations hereunder. 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.

E. Travel Reimbursement:

[X] The following does not apply to this Contract:

Pursuant to the terms established in this Contract, travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations, Title 2, Division 1, Chapter 3, and/or regulations of the California Department of Personnel Administration (DPA), specifically Sections 599.619 through 599.631.

F. Outreach and Marketing Contracts:

[X] The following does not apply to this Agreement

Pursuant to AB 323, this contract falls into a category of contracts that must be monitored throughout the life of the contract.

Upon receipt of an itemized invoice, in arrears, stating the goods/services provided, time period covered, detailed costs and the Contract number, the Contract Manager will notify the Contractor of the required information.

The Contractor will provide the Contract Manager:

- Total amounts paid against this contract;
- Breakdown of dollars paid against this contract to target each identified community (Latino, African American, Pacific Islander, Middle Eastern, LGBTQIA, or other);
- Breakdown of subcontractor dollars paid against this contract per identified communities, if applicable;
- Selected media platforms used to target each identified community (such as newspaper, radio, internet, print etc.
- Subcontractor selected media platforms (if applicable) used to target each identified community (such as newspaper, radio, internet, print etc.)

G. CAL-Card Payments:

[X] The following does not apply to this Contract

Upon receipt of an itemized invoice, in arrears, stating the goods/services provided, time period covered, detailed costs and the Contract number, the Contract Manager will notify the Contractor of payment authorization.

The Contractor will provide the Contract Manager a copy of the itemized, transaction receipt showing payment was received, the invoice, the Contract number and the CAL-Card card verification number charged.

Contractor to send invoices to:

- Name, mailing address and phone number of the Contract Manager/Cardholder.
- Name, mailing address and phone number of Contractor payment authorization contact.

H. Employee Benefits and Wage Reporting Requirements:

[X] The following does not apply to this Contract

Effective July 1, 2003 Government Code Section 19134 was amended to require Contracts for janitorial, housekeeping services, custodians, food service workers, laundry workers, window cleaners, and security guards ("covered services") to include provisions for employee wages to be no less than 85% of the value of wages and benefits provided to State employees for performing similar duties. Contractor must pay no less than the following:

- Hourly Rate:
- Blended Benefit Rate:

Also, applicable to subcontractors providing these services in state-leased facilities where the facility is at least 50,000 square feet in area and the state leases all of the occupied floor space, of the facility.

"Employee benefits" means either 1) health, dental, vision, holiday pay, vacation and retirement (either through a purchased plan or self-insurance); 2) cash-in-lieu payments; or 3) a combination of actual benefits and cash-in-lieu payments.

1. Contractors must indicate on their ***Exhibit B-1 – Rate Sheet***, whether they will be providing the required benefits either through a purchase plan or by self-insurance or making 'in-lieu' payments to employees. Contractors choosing to offer employee benefits must provide coverage prior to commencement of work.
2. Contractor can meet the "employee benefits" and 85% wage requirement by:
 - a. Providing "employee benefits" and wages costing not less than 85% of the State cost for employees doing similar work, or
 - b. Cash payment in lieu of providing benefits, in an amount not less than 85% of the State cost for employees doing similar work, or
 - c. A combination of employee benefits and cash payments totaling not less than 85% of the State cost for employee benefits for a State of California employee performing similar work, in addition to at least 85% of State wages.
3. Qualifying Contracts and documents relating to implementing Government Code 19134 may be audited by the contracting State agency, the Department of General Services and the Bureau of State Audits.
4. Government Code 19134(e) provides that failure to provide employee benefits or cash payments to employees constitutes a 'material breach' for any Contract for personal services covered by that section. A breach can result in immediate Contract termination by the State.

Contractor acknowledges that failure to comply with the provisions of GC Section 19134 will be deemed a material breach of this Contract, which could subject the Contract to immediate termination at the State's sole discretion.

Effective March 17, 2004 Government Code 19134 was amended to exclude employee wages and benefits provision for personal services Contracts performed by employees of nonprofit organizations that are employed in accordance with any of the following:

- a. A special license issued pursuant to Section 1191.5 of the Labor Code.
- b. A special certificate issued pursuant to Section 214 of Title 29 of the United States Code.
- c. A community rehabilitation plan described in Sections 19152 and 19404 of the Welfare and Institutions Code.
- d. A rehabilitation services program as described in Sections 19352 and 19356.6 of the Welfare and Institutions Code.

Every employee performing 'covered services' under this Contract shall receive the applicable rate corresponding to the total number of hours each employee works (excluding overtime). There is no minimum number of work hours required in order to qualify for GC Section 19134 benefits. Only employees performing 'covered services' shall receive such benefits; administrative, solely supervisory, or other support personnel are not covered.

Should the Department of Human Resources (CalHR) post a rate change during the term of this Contract, this Contract shall be amended to reflect the new benefit rate(s) to be paid to the Contractor's covered employees. The amendment shall be retroactive to the date the rate change is posted by CalHR.

I. Progress Payments:

[X] The following does not apply to this Contract

Progress payments are permitted for tasks completed under this Contract. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.

J. Progress Reports:

[X] The following does not apply to this Contract

Contractor shall submit progress reports to State representative, as required, describing work performed, work status, work progress, difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices, Contractor to be reimbursed by invoicing, in detail, all costs and charges with Contract number and sending to designated address.

Contractor Name
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Rate Sheet

Contract Number

Exhibit B-1

RATE SHEET (Radiation Dosimetry Services)

Rate Sheet from IFB will be included here upon Contract Award.

SAMPLE

Contractor Name
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
General Terms and Conditions

Contract Number

Exhibit C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included in the final Contract. The General Terms and Conditions (GTC 02/2025) will be included in the Contract by reference to internet site:

<https://www.dgs.ca.gov/OLS/Resources>

If Bidder does not have Internet access, a hard copy will be provided, upon request, by the Contract Analyst listed on the cover page of this IFB.

SAMPLE

CCHCS SPECIAL PROVISIONS

A. SUBCONTRACTOR/CONSULTANT INFORMATION

1. The Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Contract. Additionally, the Contractor shall notify the CDCR/CCHCS Contract Manager, or designee, within ten (10) working days, of any changes to the subcontractor and/or consultant information.
2. Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code Section 999 et seq. that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5 (g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC Section 999.9; Public Contract Code (PCC) Section 10115.10. A substitution pursuant to this subdivision shall additionally comply with regulations adopted by the Department of General Services. Information about the process can be found at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/File-a-DVBE-Substitution-Report>.

B. EMPLOYMENT OF EX-OFFENDERS

1. The Contractor cannot and will not either directly, or via a subcontracted consultant and/or firm, employ in connection with this Contract:
 - a) Ex-Offenders on active parole or probation;
 - b) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
 - c) Any ex-felon in a position which provides direct supervision of parolees.
2. Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:
 - a) The Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
 - b) Any ex-offender whose assigned duties are to 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 of California or the Contractor.

C. LICENSES AND PERMITS

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

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

D. DISCLOSURE

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by incarcerated persons or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any incarcerated person or parolee which indicates 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.

E. SECURITY CLEARANCE/FINGERPRINTING

The State reserves the right to conduct fingerprinting and/or security clearance through the California Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Contract, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Contract should a threat to security be determined.

F. NOTIFICATION OF PERSONNEL CHANGES

The 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 Contract. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

G. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

H. INSPECTION OF SERVICES

Services performed by Contractor under this Contract shall be subject to inspection by the CCHCS at any and all times during the performance thereof. If the CCHCS official conducting

the inspection determines that the services performed are not in accordance with the specification, CCHCS may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereof.

I. LIABILITY FOR LOSS/DAMAGES

Any damages by the Contractor to 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 Contract.

J. 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 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 Contract price.

K. 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, the 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.

L. RIGHT TO TERMINATE

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

However, the Contract can be immediately terminated for cause (Refer to the General Terms and Conditions (Termination for Cause)).

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

M. SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute with the CCHCS representative within ten (10) days of discovery of the problem. Within ten (10) days, CCHCS representative shall meet with the Contractor representative for purposes of resolving the dispute. The decision of CCHCS shall be final.

In the event of a dispute, the language contained within this Contract shall prevail over any other language including that of the bid proposal.

N. NON ELIGIBLE ALIEN CERTIFICATION

By signing this Contract, Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

O. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REQUIREMENTS

1. The awarded Contractor agrees to comply with the requirements set forth in the Military and Veterans Codes (MVC) 999.7 and 999.9.

2. **Small Business Participation Requirements**

If for this Contract the Contractor made a commitment to achieve small business participation, then the Department requires the Contractor upon completion of this Contract (or within such other time period as may be specified elsewhere in this Contract) report the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

3. **DVBE Participation Requirements**

- a) If for this Contract the Contractor made a commitment to achieve the disabled veteran business enterprise (DVBE) participation goal, then, pursuant to Mil. & Vets. Code §999.5(d), the Contractor agrees to, upon completion of this Contract, certify that the DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of award of the contract or with any subsequent amendment using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817). The certification must include all of the following:

- i. the total amount the prime Contractor received under the Contract;
- ii. the name, address, Contract number, and certification ID number of the DVBE(s) that participated in the performance of this Contract;
- iii. the amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirement of the Contract and the total payment each DVBE received from the prime Contractor;
- iv. that all payments under the Contract have been made to the DVBE(s); and
- v. the actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor shall provide proof of payment for the work.

- b) If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect.

- c) Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime contractor refuses to comply with the certification requirements, the Department shall permanently deduct

\$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vets. Code § 999.7)

- d) The Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s) upon CDCR/CCHCS' request.
- e) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- f) The awarding department shall keep the certification on file. (Mil. & Vets § 999.5(e).) The awarding department shall maintain all records of information provided by the prime contractor pursuant to Section 999.5 and shall establish appropriate review procedures for those records to ensure the accuracy and completeness of the award amounts and paid amounts reported. The records shall be maintained in a manner that facilitates access and review by external auditors. Records collected shall be retained for a minimum of six years after collection.
- g) Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Mil. & Vets. Code, including, but not limited to, the requirements of Section 999.5(d). (PCC Code § 10230)

P. ELECTRONIC WASTE RECYCLING

The Provider 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.

Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CDCR/CCHCS electronic data stored upon any Provider device must be returned to the CDCR/CCHCS immediately and the Contractor must certify that CDCR/CCHCS data is either removed from the Providers devices by degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and Clearing and Sanitization Matrix (C&SM) based on NSA/CSS Policy Manual 9-12, "Storage Device Declassification Manual".

Q. AUDIT

Contractor shall be aware of the penalties for violations of fraud and for obstruction of investigations as set forth in PCC § 10115.10. (See the State of California's General Terms and Conditions (GTC), Section 4 – Audit for more information.)

R. EVALUATION OF CONTRACTOR FOR CONSULTING CONTRACTS \$5,000.00 OR MORE

If this is a consulting service contract that is for \$5,000.00 or more, the Contractor is hereby noticed that the CDCR/CCHCS Contract Manager will complete a written evaluation of the Contractor's performance under this Agreement within sixty (60) business days following the term end date. The evaluation will be prepared on the Contractor Evaluation Form (STD 4) and maintained in the CDCR/CCHCS Contract Manager's file for 36 months. If the Contractor's performance was unsatisfactory, a copy of the evaluation shall be sent to the Department of General Services (DGS), Office of Legal Services (OLS), within five (5)

business days, and to the Contractor within fifteen (15) business days, following the completion of the evaluation.

The Contractor shall have 30 days to submit a written response to the evaluation to the Contract Manager. Such written response will be retained in the CDCR/CCHCS' Contract Manager file and a copy forwarded to DGS OLS.

S. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

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

T. CORONAVIRUS (COVID-19) REQUIREMENTS

The Contractor and its subcontractors are required to, at their own expense, comply with all applicable health and safety laws and regulations, including such laws and regulations pertaining to COVID-19. Additionally, the Contractor and its subcontractors are required to comply with CDCR/CCHCS' specific health and safety requirements and policies, including such health and safety requirements and policies pertaining to COVID-19.

The Contractor agrees to comply, and to ensure their subcontractors comply, with the following:

1. **Screening:** The Contractor shall not dispatch any employees who are exhibiting COVID-19 symptoms to CDCR/CCHCS worksites/locations. Each Contractor employee who visits institutional grounds may be required to undergo a health questionnaire to screen for COVID-19 before being granted access into the institution.
2. **Testing:** In addition to the screening, Contractor employees working full time at any institution or facility grounds may be subject to COVID-19 testing in the same manner as institution staff.
3. **Facial Coverings:** All Contractor employees working on institution grounds may be required to wear an approved facial covering at all times. Contractors are advised that mask requirements at each institution or facility may vary (such as N95 masks being required and provided at certain locations) and as such, the requirements for that institution must be followed. Additionally, institutions or facilities may update their requirements in which case the Contractor's employees must adhere to such updated requirements.
4. **Vaccinations:** The Contractor agrees to comply with current health and safety laws and regulations, as well as CDCR/CCHCS' health and safety requirements and policies, as it

pertains to vaccination requirements for contractor staff in certain locations/settings. Such laws, regulations, requirements, and policies will be enforced by the Contract Manager.

The Contractor agrees that if a Contractor employee is turned away from the institution gate due to displaying symptoms of COVID-19, or for not complying with the above requirements, the Contractor will not be compensated for the visit and another Contractor employee must be dispatched immediately to ensure Contractor's adherence to the contract requirements.

U. LIMITATIONS

Senate Bill (SB) 34 declares that a contract that was entered into because of an act that would constitute a violation of a state or federal crime relating to bribery of a public official, including, but not limited to, a violation of Section 68 or 86 of the Penal Code, is voidable. The provisions of SB 34 apply to contracts executed on or after January 1, 2023, including contracts negotiated prior to January 1, 2023.

V. PUBLIC CONTRACTS: CONFLICTS OF INTEREST

The Contractor's duties and services under this agreement shall not include preparing or assisting CDCR/CCHCS with any portion of CDCR/CCHCS' preparation of a request for proposal, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CDCR/CCHCS. CDCR/CCHCS shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. The Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. The Contractor shall cooperate with CDCR/CCHCS to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the Contractor pursuant to this agreement.

W. MINIMUM WAGE REQUIREMENTS FOR HEALTHCARE WORKERS

In all matters related to performance of this contract, the Contractor is responsible for and shall adhere to all minimum wage law requirements for its covered health care employees as defined by and in accordance with sections 1182.14 and 1182.15 of the California Labor Code including any other related provision of law. All financial obligations Contractor has to its covered health care employees have either been incorporated into the rates for compensation listed in Exhibit B-1 – Rate Sheet or are considered outside the scope of this agreement.

Further, CDCR/CCHCS may not be held responsible or financially liable for any alleged or actual violation of the minimum wage laws by the Contractor against any of its covered health care employees including for any related actions or claims initiated or filed by, or on behalf of, the Contractor, or its current, former, or would-be covered health care employees, including providers, subcontractors, or any person or entity associated with the Contractor's performance of services under this agreement, such as but not limited to any action or claim for or related to lost wages or revenues, or other employment benefits including unemployment, tax withholdings, workers' compensation, injuries, or illness, as these are the sole responsibility of the Contractor. To any extent that such an action or claim, by or on behalf of, or otherwise associated with respect to any Contractor responsibility under the minimum wage laws that results in any monetary assessment, either as awarded or per agreement, and however characterized, including but not limited to wages, compensation, or financial damages of any type; any withholding amount, or fine or other administrative

assessment, settlement of any type, or attorney's fees; whether or not involving any local, state, or federal law or local, state, or federal government entity, the Contractor agrees to pay all such costs that are assessed, awarded, agreed or incurred in any manner without involving CDCR/CCHCS or the State. The Contractor further agrees that it will indemnify, defend, and hold harmless the State, CDCR/CCHCS and CDCR/CCHCS' officers, employees and agents in any of these matters.

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

X. BLOODBORNE PATHOGENS

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

Y. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Contract may be performed within a CCHCS institution, office or community-based program, Contractors and their employees who are assigned to work with, near, or around incarcerated persons shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for Tuberculosis (TB) in an infectious or contagious stage prior to the performance of contracted duties and at least once a year thereafter (within 12 months of their initial or previous TB test under this Contract), or more often as directed by CCHCS.

Contractors and their employees who may have any contact (physical or nonphysical) with incarcerated persons, shall be required to furnish to the CCHCS Program/Institution Contract Manager, at no cost to CCHCS, a documented TB evaluation/test for TB infection (Tuberculin Skin Test or a blood test Interferon Gamma Release Assay) that has been completed within the (30) thirty days prior to the commencement of each employee's duties associated with the Contract. Each evaluation/test must certify that each Contractor and/or employee is free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties. The Contractor is required to provide updated evaluation certificate(s) for each applicable employee annually thereafter for the duration of the Contract.

Z. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE INCARCERATED PERSONS

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

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 incarcerated persons:

1. Persons who are not employed by CDCR/CCHCS, 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 incarcerated persons. 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 3283, 3285, 3289, 3292 and 3415

2. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all incarcerated persons, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

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

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

4. 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)

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. 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

6. Encouraging and/or assisting incarcerated persons to escape are 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 incarcerated persons firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

7. It is illegal to give or take letters from incarcerated persons without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from incarcerated persons.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

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

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

9. For security reasons, visitors must not wear clothing that in any way resembles state issued incarcerated persons clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

10. Interviews with SPECIFIC INCARCERATED PERSONS are not permitted. Conspiring with an incarcerated person to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177

AA. CLOTHING RESTRICTIONS

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

The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

BB. TOBACCO-FREE ENVIRONMENT

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the CDCR is prohibited.

CC. SECURITY REGULATIONS

1. 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.
2. Any State- and Contractor-owned equipment used by the Contractor for the provision of contracted services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
3. 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.
4. 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.
5. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
6. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
7. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
8. No picketing is allowed on State property.

DD. PRISON RAPE ELIMINATION POLICY

CDCR is committed to providing a safe, humane, secure environment, free from incarcerated person on incarcerated person sexual violence, staff sexual misconduct, and sexual harassment. This will be accomplished by maintaining a program to address education/prevention, detection, response, investigation, and tracking of these behaviors and to address successful community re-entry of the incarcerated person. CDCR shall maintain a zero tolerance for sexual violence, staff sexual misconduct and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all incarcerated persons under its jurisdiction. All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited. As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

EE. GATE CLEARANCE

Contractor and Contractor's employee(s) and/or subcontractors(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance or other applicable forms and processes for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The CDCR Contract Liaison or his/her designee shall collect all applicable information which may include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. The Gate Clearance process may include a California Law Enforcement Telecommunications System (CLETS) check which includes a Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons:

1. 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.
2. All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

INSURANCE REQUIREMENTS

- A. When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. Such certificate shall include the name of the carrier, policy number, policy inception and expiration dates.
- B. The certificate of insurance will include provisions below in their entirety:
- 1) Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
 - 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance.
 - 3) That the State will not be responsible for any premiums or assessment on the policy.
- C. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide within at least five (5) business days prior to the expiration of the insurance, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- E. **Automobile Liability Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than \$1,000,000.00 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- F. **Workers' Compensation Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000.00 by an insurance carrier licensed to write Workers' Compensation Insurance in California. Such certificate shall include the name of the carrier, policy number, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.
- G. Contractor shall ensure that the Certificate Holder listed on the Certificate of Insurance specifies the following:
California Correctional Health Care Services
Acquisitions Management Section
PO Box 588500, D-2 Elk Grove, CA 95758