

DIVISION OF SUPPORT SERVICES
OFFICE OF BUSINESS SERVICES10000 Goethe Road, Suite C1
Sacramento, CA 95827

September 26, 2011

George C. Zoley
The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, FL 33487

Dear Mr. Zoley:

TERMINATION OF AGREEMENT NUMBER C10.112

The purpose of this correspondence is to formally notify The GEO Group, Inc. (GEO) that the California Department of Corrections and Rehabilitation (CDCR) is exercising its right to terminate Agreement No. C10.112 (Agreement) for the North Lake Correctional Facility (NLCF) located in Baldwin, Michigan in response to GEO's request of termination (letter dated September 2, 2011).

The Agreement provides under section 2, Termination for Non-Appropriation, that CDCR can terminate this Agreement if, in the judgment of the State, the Legislature of the State of California, at any time during its duly convened Legislative process, fails, neglects, or refuses to appropriate or continue appropriation of sufficient funds as may be required for the State to continue the payments required hereunder.

As stated in CDCR's letter to GEO on September 20, 2011, it is anticipated all inmates will be transferred by September 29, 2011. The effective date of the agreement termination will be October 2, 2011.

If you have any questions regarding this termination or other matters, please contact Tami Bell at (916) 255-6144.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tiffany Donohue".

TIFFANY DONOHUE
Chief, Service Contracts Section
Contracts Management Branch

Enclosure(s)

cc: Division of Adult Institutions – CCFA

AGREEMENT NUMBER 5600002115
REGISTRATION NUMBER eP 1144976

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
 The GEO Group, Inc.

2. The term of this Agreement is: May 1, 2011 through June 30, 2014

3. The maximum amount of this Agreement is: \$144,581,940.00
 One Hundred Forty Four Million, Five Hundred Eighty One Thousand, Nine Hundred Forty Dollars and No 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 76 pages

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

CONTRACTOR

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

The GEO Group, Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

4-25-11

PRINTED NAME AND TITLE OF PERSON SIGNING

Amber Martin, Vice President, Contracts

ADDRESS

621 NW 53rd Street, Suite 700
 Boca Raton, FL 33487

STATE OF CALIFORNIA

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)



DATE SIGNED (Do not type)

4/27/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Stacy Lopez-Kassis, Associate Director, Office of Business Services

ADDRESS

P.O. Box 942883, Sacramento, CA 94283-0001

California Department of General Services Use Only

~~I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval. Exempt from DGS approval per DGS Exemption Letter # _____.~~

By: _____

Date: _____

Exempt per Gov. Ex. Order - overcrowding Dated 10/4/06

Exempt per:

OFFENDER RELOCATION/HOUSING

AGREEMENT BETWEEN
 STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
 AND
 THE GEO GROUP, INC.

This Contract is entered into effective the 2nd day of November, 2010, between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, FL 33487 (hereinafter "**Contractor**").

WHEREAS, the STATE requires correctional bed space and services for STATE offenders due to continuing in-state crowding issues and has the lawful authority to enter into this Contract;

WHEREAS, the Contractor has a correctional facility in the state of Michigan deemed suitable by CDCR for the housing and care of CDCR offenders (the "Facility") and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein;

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follow:

Article I.

DEFINITIONS

Additional Services – means those additional operational and management services required to be furnished by the Contractor because of changes in ACA Standards, state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the Facility.

CCR, Title 15 – means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

CDCR Contract Monitor – The designated representative of the CDCR or his/her designee/delegate serving as liaison between CDCR and the Contractor and who monitors the Contractor's performance under this Agreement. This shall also apply to any monitor on behalf of the federally appointed receiver's office in the federal case of *Plata v. Schwarzenegger* monitoring health care.

COCF – means the California Out of State Correctional Facility Program.

Coleman – refers to the Federal Court case of *Coleman v. Schwarzenegger*, pertaining to care of mentally ill offenders through the mental health services delivery system.

Commencement of Services Date – means the date the first CDCR inmate is housed at the Facility, which is scheduled to be May 1, 2011 under the terms of the Facility Activation Schedule.

Contract – means this Agreement between the parties hereto.

Contract Year – means the twelve consecutive month period beginning on the Commencement of Services Date, with a new Contract Year beginning each consecutive twelve month period thereafter, or portion thereof, until June 30, 2014.

Court with Jurisdiction – is any court which has jurisdiction over the transfer of offenders pursuant to this agreement; including but not limited to, the courts in *Coleman v. Schwarzenegger* (U.S. District Court, Eastern District of California, Case No. CIV. S-90-0520), *Perez v. Cate* (U.S. District Court, Northern District of California, Case No. C055241 JSW), *Armstrong v. Schwarzenegger* (U.S. District Court, Northern District of California, Case No. C94-2397 CW), and *Plata v. Schwarzenegger* (U.S. District Court, Northern District of California, Case No. C01-1351 TEH).

Critical Positions – means those positions that are filled by a specific individual. Staff members are hired into the Facility to fill a specific role, unlike a correctional officer that is trained and may fill a variety of posts.

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day – means calendar day unless otherwise defined in this agreement. If the last day falls on a weekend or holiday the last day for performance shall be the next regular business day.

DOM – means the CDCR Departmental Operations Manual.

Facility – means a 2,580 bed cell facility to be provided by the GEO Group in Baldwin, Michigan.

Facility Activation Schedule – means the schedule which is attached hereto as Attachment A.

HIPAA – means the federal Health Insurance Portability and Accountability Act.

Indigent Offender – means an offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

In-patient Care – means care received in a free standing, non-correctional hospital on an in-patient basis, including any and all physician or consulting professional services provided to the offender in the hospital.

Lockdown – means that a portion of the Facility is affected by suspension of required programs or services, and offenders are not released except as determined by the Facility administration on an individual, case-by-case basis. As determined by the Facility administration, under such circumstances only critical inmate workers in the affected housing units / sub-Facility will be permitted to attend work assignments under escort, and all but essential functions are suspended in those affected housing units or sub-Facility, e.g. yard, canteen draws, religious services and visiting. The restriction of all inmates to their cells/dormitory beds encompassing no less than a Facility. True lockdowns are rare occasions, generally following very serious threats to institutional security and the safety of staff and inmates. The movement of any inmate to an assignment or resumption of any program would change the lockdown status of the program, returning the institution/facility to a diminished level of modified program or to normal program.

Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association's Standards for Adult Correctional Institutions, 4th Edition, as same may be modified, amended, or supplemented in the future.

Mandatory Posts – means those posts that will be filled each shift as delineated. A post is an assignment or area to be covered by a staff person, and does not have to be designated to a specific staff member.

Modified Program – The suspension of any operation, procedure, service or function to prevent, isolate, contain, or control a disruption of orderly operations, caused by an inmate initiated disturbance, natural disaster, or external stimulus. The modified program definition encompasses any restrictions or modifications which do not constitute a lockdown. The term "partial lockdown" is contained within the modified program definition and should no longer be used.

Note: The routine and temporary restrictions on inmate movement or yard activities during alarm response and/or immediately following an accident are not considered a program modification.

National Commission on Correctional Health Care Standards – those standards of health care services as defined and established by the National Commission on Correctional Health Care in the 2003 Edition of Standards for Health Services in State Prisons.

Offender – means any adult male person incarcerated pursuant to applicable California laws, and assigned to the Facility for housing under this Agreement.

Offender Day – means each day, including the first day but not the last, that an offender is admitted to the Facility as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local law and court orders, constitutional minimum standards, CDCR regulations made applicable to the Facility by this Agreement.

Title 15 – means Title 15 of the California Code of Regulations, "Crime Prevention and Corrections" including all subsequent amendments thereto.

UHR – means Unit Health Record.

Warden – means the Administrative Head who manages operations at the Facility.

Article II

TERM OF THE AGREEMENT

Section 2.01 Initial Term.

The term of this Agreement shall commence on the Commencement of Services Date and shall terminate on June 30, 2014.

Section 2.02 Option to Extend Term.

The parties shall have the right to extend the initial term of this Agreement for successive periods of up to and including two years each in addition to the initial term by mutual agreement. The parties agree that should they desire to extend the term of this agreement pursuant to this option, they shall notify one another of their desire to so extend the term not less than one year prior to the expiration of the initial term. The provisions of this Contract, as amended if so amended during that time, shall apply to any extended term, except that the compensation for the extended term shall be subject to negotiation between the parties. Should the parties not agree on a new rate of compensation to apply to the extended term, this Agreement shall terminate on the original termination date.

Section 2.03 Termination for Non-Appropriation.

Notwithstanding anything set forth in the provisions of Article VIII, DEFAULT AND TERMINATION, it is understood and agreed that the State is a government entity and that the State reserves the right to terminate this Contract if, in the judgment of the State, the Legislature of the State of California, at any time during its duly convened Legislative process, fails, neglects, or refuses to appropriate or continue appropriation of sufficient funds as may be required for the State to continue the payments required hereunder.

2.03.1 Failure to Comply with Facility Modifications

Should Contractor fail to comply with the following required facility modifications, including but not limited to modification of perimeter fence as previously requested by CDCR; modification to dental areas required to comply with *Perez v Schwarzenegger* as previously requested by CDCR; modification of dorm housing to cell housing consistent with housing medium security offenders, CDCR reserves the right to terminate or suspend this Contract if modifications are not made prior to occupancy. Prior to exercising its right to terminate or suspend this Contract based upon a failure by Contractor to make a required modification described herein, CDCR must first provide the Contractor with a written notice describing the alleged deficiency and allow 30 days to correct such deficiency. CDCR reserves the right to suspend inmate transfers during this 30-day period. The parties may then mutually agree to a revised Facility Activation Schedule, if necessary. CDCR may, at its sole discretion, extend the period to correct the deficiency beyond 30 days. If so, the parties shall revise the Facility Activation Schedule accordingly.

Section 2.04 Responsibility Hearing.

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award of future Agreements can be made.

Section 2.05 Contacts.

State Contacts:

CDCR Contract Monitor:
Melissa Lea
10961 Sun Center Drive
Rancho Cordova, CA 95670
(916) 464-4001

California Out-of-State Correctional Facility (COCF):
10961 Sun Center Drive
Rancho Cordova, CA 95670
(916) 464-3780 - Main Fax
(916) 464-3766 - Records Fax
(916) 464-3768 - Field Operations Fax
(916) 464-3769 - Medical

Healthcare Contract Monitor: Yulanda Mynhier
Deputy Director

Field Operations, Corrections Services
California Prison Health Care Services
3701 N. Freeway Blvd.
Sacramento, CA 95812
(916) 648-8301

Douglas Peterson
Chief Medical Officer
501 J Street
Sacramento, CA 95814
(916) 324-6833

Karen Rea
Statewide Chief Nurse Executive
California Prison Health Care Services
(916) 323-1097

Mental Health Coordinator:
Dr. Robert Smith
(916) 508-1727

Bryan Quattlebaum, DDS
Dental Liaison for COCF
501 J Street, Suite 400
Sacramento, CA 95814
(916) 445-4425

Escape/Incident Reporting (ID/Warrants):
Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038.

Restitution/Victim Services Unit:
Department of Corrections & Rehabilitation
P.O. Box 1046
Folsom, CA 95763-1046

Office of Communications:
Oscar Hidalgo
1515 S Street, Suite 502-S
Sacramento, CA 95814
Phone: (916) 323-2637
Fax: (916) 442-2637

Office of Correctional Safety:
Anthony Chaus, Assistant Secretary
(916) 327-3268

John Duncan, Chief
(916) 324-2319

Contractor Contacts:

Contractor Regional Representative

J. David Donahue, Regional Vice President – Eastern Region
13777 Ballantyne Corporate Place
Ballantyne Two, Suite 200,
Charlotte, NC 28277
(704) 543-3400

Contractor Corporate Representatives

Amber Martin, Vice President – Contracts
One Park Place, Suite 700
621 Northwest 53rd St, Boca Raton, FL 33487
(561) 999-7359

and

John Bulfin, General Counsel
One Park Place, Suite 700
621 Northwest 53rd St, Boca Raton, FL 33487
(561) 999-7350

Article III

CDCR OFFENDERS

Section 3.01 Offender Housing.

The Contractor shall confine and supervise adult male CDCR Offenders that are transferred to the Facility pursuant to the terms and conditions of this Agreement. CDCR Offenders shall be transferred into the Facility beginning on the Commencement of Services Date in accordance with the Facility Activation Schedule. CDCR Offenders shall only be housed in housing units consistent with the offenders' classification and security needs, subject to the prior written approval of the CDCR Contract Monitor or designee.

Provided however, nothing herein shall prevent the Contractor and CDCR from mutually agreeing to modify the Facility Activation Schedule as necessary to meet CDCR needs and ensure a safe and secure ramp up of the Facility.

The parties hereby acknowledge that the Contractor is renovating and expanding the existing Facility at substantial cost to the Contractor. The parties further acknowledge that in order for the Contractor to incur the substantial cost of renovating and expanding the Facility for CDCR's use, CDCR must agree to occupy and/or pay for the beds at the Facility in accordance with the offender phase-in schedule included in the Facility Activation Schedule. Therefore, as a condition of the Contractor undertaking the substantial cost required to renovate and expand the Facility, CDCR hereby agrees that it shall continue to occupy the beds in the Facility in accordance with Attachment A. This provision is not intended nor shall it be construed to confer upon the Contractor any additional rights or remedies not otherwise set forth in this Agreement.

3.01.1 CDCR will take all reasonable steps to transfer 135 offenders to the Facility per month in accordance with the offender phase-in schedule set forth in the Facility Activation Schedule. Provided there are available beds, CDCR may transfer more than 135 inmates to the Facility in any particular month during the ramp up phase. In the event CDCR transfers more than 135 inmates in a particular month, those additional inmates will count as a credit toward the total cumulative number of offenders to be transferred during that 3-month period, as delineated in the chart in Section 3.01.2 and the Facility Activation Schedule. Additionally, Contractor shall increase its staffing proportionally to accommodate the additional inmates transferred in addition to the 135 scheduled for transfer during that month. The parties acknowledge that the Facility is scheduled to achieve 90% occupancy (2,322 offenders) within 18 months of the Commencement of Services Date.

3.01.2 For each of the first 17 months following the Commencement of Services Date, CDCR shall pay Contractor the per diem rate set forth in section 6.02 for each CDCR Offender actually housed at the Facility, subject to the minimum periodic payments set forth in the following Table:

Month		Cumulative Number of Offenders	Minimum Periodic Payment
1	May 2011	135	\$1,583,550.00
2	Jun 2011	270	
3	Jul 2011	405	
4	Aug 2011	540	\$3,958,875.00
5	Sep 2011	675	
6	Oct 2011	810	
7	Nov 2011	945	\$6,342,806.25
8	Dec 2011	1,080	
9	Jan 2012	1,215	
10	Feb 2012	1,350	\$8,528,793.75
11	Mar 2012	1,485	
12	Apr 2012	1,620	

13	May 2012	1,755	\$11,084,850.00
14	Jun 2012	1,890	
15	Jul 2012	2,025	
16	Aug 2012	2,160	\$8,657,887.50
17	Sep 2012	2,295	
18+	Oct 2012 and each month thereafter	2,322 to 2,580	\$4,502,503.13

3.01.3 If the payments paid or due to be paid to the Contractor during any of the five 3-month periods and one 2-month period within the first 17 months total less than the indicated Minimum Periodic Payment for such period, CDCR shall pay the Contractor an additional amount equal to the difference between the payments paid or due to be paid and the indicated Minimum Periodic Payment for such period.

3.01.4 Beginning with the 18th month following the Commencement of Services Date and continuing thereafter, CDCR shall pay the Contractor the per diem rate set forth in section 6.02 for the actual number of CDCR Offenders actually housed at the Facility, subject always to a 90% minimum daily occupancy of 2,322 offenders.

3.01.5 In the event the Contractor is unable to provide the beds or the necessary staffing in accordance with the Facility Activation Schedule, or if at any time during the term of this Agreement the Contractor is unable to accept CDCR offenders, refuses to accept CDCR Offenders, is unable to meet the requirements set forth by the Receiver or a Court with Jurisdiction, or the Facility is unsafe for the housing of CDCR offenders ("Transfer Impediments"), CDCR shall only be obligated to pay the per diem rate for actual occupancy until such time as the Contractor has corrected the Transfer Impediment(s). In such event, Contractor and CDCR may mutually agree to a revised Facility Activation Schedule. If a Transfer Impediment continues for more than 120 consecutive days, as an alternative or in addition to revising the Facility Activation Schedule CDCR may transfer inmates to other out of state facilities, including those not under contract with CDCR prior to July 1, 2010.

3.01.6 If CDCR is unable to transfer offenders to the Facility in accordance with the specified timeframes set forth in the Facility Activation Schedule because it becomes unlawful for any reason to involuntarily transfer offenders outside of California, or the Receiver or a Court with Jurisdiction has notified CDCR in writing or has provided other official notification that Offender transfers under this Agreement are being suspended, CDCR shall be relieved of making a payment, including the minimum periodic payments set forth in Section 3.01.2, for more than the actual occupancy until such time as the Receiver or Court with Jurisdiction allows transfers to resume, or until involuntary transfer of offenders outside of California is no longer unlawful. In the event the Receiver or Court with Jurisdiction allows transfers to resume, or the involuntary transfer of CDCR offenders outside California is no longer unlawful, the Contractor and CDCR may mutually agree to a revised Facility Activation Schedule.

3.01.7 In the event CDCR transfers more than 405 offenders in any quarter-year during the ramp-up of the Facility, Contractor will increase its staffing level proportionally to meet the additional CDCR offender population.

3.01.8 With the exception of Sections 3.01.5 and 3.02.3, CDCR will not transfer CDCR offenders to another out-of-state prison which was not under contract with CDCR prior to July 1, 2010 for the housing of out-of-state CDCR offenders unless and until the Facility has first achieved 90% of its rated capacity of 2,322 beds.

Section 3.02 Selection and Placement Process.

The CDCR Offenders to be housed in the Facility shall be selected on the basis of compliance with all applicable state statutes or such other applicable laws or regulations of the state in which the Facility is located relating to the housing of out of state offenders as may apply, and in addition thereto, the following criteria and conditions:

3.02.1 CDCR and Contractor shall mutually agree on offenders to be housed by Contractor, and offenders shall be suitable for placement in the Facility. In the event that CDCR requests that the Contractor accept Offenders with serious or significant mental health or serious or significant physical problems, included but not limited to physical disability, CDCR and the Contractor shall mutually agree to an appropriate plan of care for the population and the allocation of costs associated therewith.

3.02.2 Offenders assigned to the Facility shall be males eighteen years of age or older.

3.02.3 Contractor may reject any offender found not to meet the receiving state's criteria or otherwise deemed by the Contractor, with CDCR's concurrence, to be unsuitable for assignment to the Facility. In the event the Facility is deemed unsuitable for a particular offender, the Contractor and CDCR shall arrange for the offender to be returned to CDCR. If CDCR is unable to transfer 2,322 offenders to the Facility in accordance with Attachment A due to Contractor's rejection of offenders pursuant to this section, the parties may mutually agree to a revised Facility Activation Schedule, and/or CDCR may transfer those inmates rejected pursuant to this section to other out of state facilities, including those not under contract with CDCR prior to July 1, 2010.

Upon arrival of any CDCR Offender to the Facility, the CDCR shall provide to Contractor, without charge, copies of pertinent data from institutional files, commitment or other judicial orders, and medical records of each CDCR Offender to be housed at the Facility. The Contractor shall assume any costs associated with a review of inmate central files to determine the impact to CDCR of the receiving state's statutory requirements. All CDCR Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws. The Contractor shall release information only in accordance with CDCR direction.

A duly authenticated copy of the CDCR Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a CDCR Offender arrives at the transfer point. After the Agreement is executed and Contractor becomes familiar with CDCR Offender files, the Contractor may make reasonable requests for additional papers or documents to be delivered to Contractor. CDCR understands that the safe and secure management of the Facility is dependent upon the Contractor's receipt of complete Offender files and shall not unreasonably withhold requested documents.

At the direction of CDCR, the Contractor will implement any newly available Electronic Database Software.

Section 3.03 Transfer/Delivery of Offenders.

The Contractor shall be responsible for the transporting of offenders to and from CDCR to the Facility. The parties agree to cooperate and coordinate their procedures regarding transport so as to minimize the expense associated with such transfers. All required offender local transportation to and from the Facility (e.g., for offsite medical care) shall also be provided and paid for by the Contractor. Contractor agrees to follow California staffing requirements on any local Contractor-provided transport.

Section 3.04 Costs of Transport of Offenders.

Except as otherwise provided below, Contractor shall be responsible for the cost of transporting offenders between the transfer point in California and the Facility, and between the Facility and transfer point in California as follows:

- A. All transports of offenders from the transfer point in California to the Facility beginning on the Commencement of Services Date through the date the Facility houses 2,580 CDCR Offenders; and
- B. One scheduled monthly round-trip flight between the transport point in California and the Facility.
- C. In the event Contractor requests the return of an offender to California who otherwise meets the criteria of the receiving state and meets the criteria of CDCR and has been placed in the Facility with the initial agreement of the Contractor, then in such event Contractor shall be responsible for the transportation and property costs associated with said return.
- D. CDCR shall reimburse Contractor for the costs of all other unscheduled transports of CDCR offenders between the Facility and the transport point in California based on the following terms. The Contractor shall provide CDCR with a total cost quote and CDCR shall have 48 hours to approve or reject that quote. If CDCR rejects a quote, CDCR shall cooperate with the Contractor to obtain a replacement service provider to provide the same service at a rate acceptable CDCR. If a better quote cannot be obtained through these efforts, CDCR shall determine a competitive alternate transportation provider.

Section 3.05 Offender Funds.

Funds of an individual CDCR Offender shall be provided to Contractor by CDCR within seven (7) working days of the CDCR Offender's transfer. These funds shall be held and managed pursuant to policies, procedures and practices, which shall be provided to Contractor prior to inmate arrival.

Section 3.06 Offender Work/Program Assignment Payment.

Contractor shall pay all offenders assigned to the work incentive program inmate wages equal to the amount paid to other offenders housed at the particular Facility at the time of transfer and consistent with CCR Title 15. CDCR shall inform Contractor of the applicable pay scales utilized by CDCR, and inform Contractor of any changes occurring thereto during the term of this agreement.

Section 3.07 Return of Offenders to the CDCR.

3.07.1 Upon demand by the CDCR, offenders will be delivered to the custody of the CDCR pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.07.2 Within 14 days of receiving a good faith request (based on the diagnosis of a serious medical condition, on-going or serious disciplinary reasons, or inability to provide a level of custody consistent with the safety and security of the inmate and/or staff), the CDCR and Contractor will agree to discuss a mutually agreed upon plan to address this matter.

3.07.3 Contractor and CDCR agree that in the case of offenders who are members of the **Coleman** class, returns shall be accomplished in strict accordance with **Coleman** return guidelines.

3.07.4 No offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state, other than California, unless that State has a detainer on the offender or has accepted custody of the offender pursuant to an interstate compact, or unless the offender is released to the custody of another agency, whether state or federal. In every other case, prior to release from custody, offenders shall be returned to the CDCR or to the custody of such jurisdiction as has agreed to take the offender, pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.07.5 When a CDCR Offender returns to CDCR, the Contractor shall provide that offender's funds, in the form of a check payable to CDCR, in the amount due the CDCR Offender for credit to the CDCR Offender's account within seven (7) business days of the CDCR Offender's transfer unless an alternate location is directed by CDCR.

3.07.6 When a CDCR Offender is identified to return to CDCR, the Contractor will ensure the "field file" is current with documentation to include, but not limited to, program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by CDCR. In addition, upon transfer, the Contractor will provide the current "field file", medical summary, and current unit health record.

Article IV

OPERATION OF FACILITY

Section 4.01 General Duties. The CDCR Offenders in the Facility shall be confined and supervised in accordance with the CCR Title 15, DOM, and receiving state's existing state law. The Contractor shall maintain mutually agreed upon staffing levels at the Facility in accordance with ACA standards and in sufficient numbers and rank to maintain the safety of the public, staff and offenders and to adequately carry out the provisions of this Agreement.

Contractor shall not seek additional reimbursement from CDCR in excess of the per diems stated hereunder in instances where the Contractor increases staff in order to perform the services required under this Agreement. Provided however, this shall not apply in instances where CDCR requests or requires additional services or services for a different inmate population than originally contemplated hereunder.

The Contractor's staffing levels for the Facility are attached hereto as Attachment B. In the event of any change to the staffing levels for the staff assigned to the Facility housing units during the term of the Agreement, such revised levels shall be provided to CDCR in advance of any change and shall be subject to CDCR approval which shall not unreasonably withheld and which shall be granted or withheld within ten business days or a reasonably agreed upon time frame of the request. In advance of any change, the Contractor will exercise authority to ensure that the daily operations of the Facility are in compliance with the provisions of this Agreement.

Subject to the provisions of this Agreement, the Contractor shall provide CDCR Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care consistent with the requirements of ACA standards, NCCHC standards, CCR Title 15, and constitutionally appropriate and/or court imposed guidelines, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. The Contractor will provide reports to the CDCR Contract Monitor or designee on the adjustment of CDCR Offenders consistent with CDCR reviews. Contractor shall provide case management of CDCR offenders consistent with Title 15 including classification, monitoring earned/good time, disciplinary activity, programming and other offender activity.

CDCR offenders shall be provided with a copy of the Facility rules and procedures (orientation guide) upon arrival. The orientation information must include the process for obtaining medical/mental health care, disciplinary process, request for reasonable accommodation under ADA and the offender appeal/grievance process. A verbal orientation shall also be provided upon arrival. Contractor shall ensure effective communication during orientation. Where appropriate this may include, but is not limited to, use of interpreters or ADA approved communication devices.

Section 4.02 Minimum Required Staffing.

CDCR may assess liquidated damages if the Contractor fails to maintain minimum staffing for Mandatory Posts as delineated in Attachment B. The Contractor may use contract staff and overtime to fulfill its Mandatory Post staffing requirements. The Contractor shall exercise due diligence in filling staffing vacancies and, to the fullest extent possible, the duties of the vacant post(s) shall be performed through the use of overtime, contract staff, or other mutually agreed upon alternative means. In the event that the duties of the vacant posts are being performed through the use of overtime, contract staff, or other mutually agreed upon alternative means then the Contractor shall not be deemed in breach of this Contract and shall not be subject to an assessment of liquidated damages. For each shift that a Mandatory Post is not covered, CDCR may assess damages in an amount equal to the daily rate (salary and benefits) per post per day as long as the deficiency continues.

Contractor shall have 45 calendar days to fill a vacant Critical Position as delineated on Attachment B. A Critical Position shall not be deemed vacant in the event that the Contractor is using contract staff, overtime or other mutually agreed upon alternative means to fulfill the duties of the Critical Position. Beginning on the 46th calendar day that a Critical Position remains vacant, CDCR may assess liquidated damages in an amount equal to the daily rate (salary and benefits) for such Critical Position per day as long as the Critical Position remains vacant. Contractor agrees to not circumvent the imposition of liquidated damages by multiple short term staff assignments.

Recognizing that the Contractor will incur certain costs to recruit new employees and costs to cover the vacancies through contract staff and overtime, the first monthly assessment of liquidated damages per Contract Year will be subject to a maximum of \$10,000 and the second monthly assessment of liquidated damages per Contract Year will be subject to a maximum of \$20,000. The third and each subsequent monthly assessment of liquidated damages per Contract Year will not be capped. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. The Contractor shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Assessment of liquidated damages shall not preclude CDCR from terminating this Contract for breach as provided herein. Withholding of payment as liquidated damages shall not relieve the Contractor of any of its obligations under the Contract.

Section 4.03 ACA Accreditation.

Contractor shall obtain, and maintain ACA accreditation of the Facility. It is understood that the Facility shall have been fully operational for 18 months before ACA accreditation becomes available, and Contractor shall seek accreditation of the Facility within the earliest practical time. This requirement may be waived in circumstances where the actions of, or needs of CDCR prevent such accreditation.

Section 4.04 Contract Monitors.

4.04.1 In administering this Agreement, the CDCR shall designate a person, herein referred to as the CDCR Contract Monitor, to monitor the Contractor's performance under this Agreement.

4.04.2 The Contractor shall designate a person who shall act as the Facility's contact person for purposes of the administration of this Agreement.

4.04.3 Any change in the CDCR Contract Monitor or the Contractor's designated contact person shall be effective upon ten (10) days prior written notice to the other party of such change.

4.04.4 Unless otherwise provided, the Contractor shall permit the CDCR, court appointed Receiver or Special Master, and any other duly authorized agent or governmental agency, to monitor all activities conducted by the Contractor pursuant to the terms of the Agreement. Specifically included in this provision is the right of the federally appointed receiver in the case of *Plata v. Schwarzenegger* to monitor healthcare services within the institution. As CDCR or the Receiver may in their sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Agreement work. Also specifically included in this provision is the right of the Special Master in the pending case of *Coleman v. Schwarzenegger* to monitor the provision of constitutionally adequate mental health care for all plaintiff class offenders. Former class members may be transferred pursuant to this Agreement and some transferred offenders may become members of the plaintiff class during their stay in the Contractor's Facility. The contracting parties acknowledge that the Special Master or his designee(s) may make inquiries involving policies and procedures for care of plaintiff class members and shall have the right, if a dispute about the adequacy of provided mental health services arises, to visit and assess the mental health services provided.

by the Contractor to plaintiff class members. Also specifically included in this provision is the right of the CDCR Dental Program to monitor the provision of dental services within the institution, including the preparation and submission to CDCR of periodic reports as determined by the Dental Liaison to COCF. Contractor shall cooperate with such visits, which shall not interfere unduly with Agreement work.

4.04.5 Healthcare Monitor

The Receiver appointed in the Federal case of *Plata v. Schwarzenegger*, may, in his discretion, appoint a Healthcare Monitor to either be housed at the Facility, or to make periodic inspection visits to the Facility consistent with the provisions of this section. The same information as is provided by CDCR to Contractor for its Contract Monitor shall also be provided to Contractor for the Healthcare Monitor.

Section 4.05 Medical/Mental Health/Dental.

The Contractor shall provide essential health services, including medical, dental and mental health services, while meeting the applicable standards and levels of quality established by the ACA, NCCHC, and CCR Title 15. In addition, the Contractor shall provide services consistent with all applicable Federal, state, and local laws and regulations governing the delivery of offender health services and any applicable Court orders, including, but not limited to orders issued in the case of *Plata v. Schwarzenegger* and *Coleman v. Schwarzenegger*, and establish the necessary quality controls to ensure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health care services to CDCR Offenders. Compliance with applicable court orders as set forth above shall not be deemed to be submission to the jurisdiction of the ordering court, and is a contractual obligation only.

- CDCR Offenders shall be provided health services consistent with the services provided by the CDCR under applicable CDCR Offender health services policies and procedures.

Services – All offender medical services shall be provided at the Facility when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, existing arrangements with local health care providers shall be utilized to obtain the required services. At the inception of this contract, a listing of all existing contractual arrangements with local healthcare providers, including but not limited to acute care hospitals and clinics shall be made available to CDCR by Contractor. Any change to this list shall be communicated to CDCR. This list shall be provided on an annual basis or as changes occur.

Contractor will have a contracted hospital provider in its off-site network for offenders requiring inpatient psychiatric admission, to include crisis counseling. All offenders suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the hospital with the transferring officer, consistent with CDCR Prison Rape Elimination Act (PREA) protocols.

The Contractor shall have policies and procedures for providing routine and urgent medical, dental and mental health services. These policies and procedures shall include, but not be limited to the following:

- 24 hour care, seven days a week emergency medical, dental, and mental health care;
- initial health screening;
- health appraisal examination;
- daily triaging of complaints;
- sick call procedures with a health practitioner, including offering this service at least 5 days per week;
- outpatient medical, dental, and mental health service, including diagnostics and physical therapy;
- inpatient medical services;
- special medical programs and services for, but not limited to, offenders with chronic needs or requiring convalescent care;
- mental health and substance abuse services;
- adequate staffing of trained professional health services staff and support staff;
- pharmaceutical services and supplies;
- no cost to CDCR Offender for medication refills and renewals;
- optometric services;
- health education;
- medical diets;
- infection control; and
- quality control/peer reviews.

Initial/Preliminary Screening – All screening will be conducted by trained and licensed healthcare personnel on all offenders upon the offender's arrival at the Facility. Screening will include, but not limited to:

- an inquiry into the offender's health care history, including status of current modalities and medications;
- an observation of the offender's behavior, physical limitations and capabilities and current physical condition; and
- An immediate referral to appropriate health care professionals, for emergency care, prescription management, or modality authorization.

At initial screening, all offenders will receive orientation about the Health Services Unit, including the procedures for accessing care.

Full Health Appraisal (Intake) – During the initial occupancy phase of this contract all offenders will receive a full health appraisal within 14 days of arrival at the Facility. This health appraisal will include, but not limited to:

- review of the earlier screening;
- review of the CDCR health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment, and modalities authorized;
- collection of a more detailed health services history;
- medical examination, including review of mental health and dental status if not previously examined at CDCR in the previous six months;
- laboratory or diagnostic tests to detect communicable disease if not documented in the previous 12 months;
- other tests and diagnostics, as indicated by exam;

- initiation of treatment, as indicated;
- development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing and job assignment;
- referral to mental health or dental specialist as indicated; and
- offender education, particularly if the treatment plan initiated by CDCR treatment plan is modified or changed. Any change to an existing treatment plan shall be approved by CDCR.

In the event Contractor's staff are unable to provide the requisite screenings in the time allowed due to the volume of screenings to be conducted, Contractor may seek approval to extend the time for such screenings, consistent with the approval of CDCR and the Receiver, and if such extension of time is disallowed, may utilize outside contracted services to accomplish said screenings. CDCR shall be given advance notification of the identity and qualifications of said individuals, and review the proposed rate of compensation to be paid to such persons. CDCR shall not unreasonably withhold its consent to such proposed screeners, and shall reimburse Contractor for their additional costs incurred in complying with this provision in such event.

Dental Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure dental screenings, exams, radiographs, and treatment are rendered consistent with the CDCR and ACA standards. Comprehensive dental examinations shall be completed within thirty (30) days of arrival from California. The CDCR records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued. Inmate transfers between CONTRACTOR facilities shall include a review of dental records to ensure continuity of care at the arriving facility.

Mental Health Screening, Examination and Treatment – The Contractor shall have written policies and procedures to assure mental health screenings, evaluations, and treatment is rendered consistent with the CDCR and ACA standards. The CDCR records sent to the Facility will be reviewed for mental health history and to identify current mental health care needs. Any patient having demonstrated mental health needs shall be identified to CDCR, and CDCR shall have the right to request a return of that offender to CDCR custody.

Infectious Diseases – The Contractor shall have written policies and procedures to support the management and prevent the spread of infectious diseases. A copy of said policies shall have been provided to CDCR prior to the execution of this agreement.

Contractor Formulary – The Contractor shall adhere to the Contractor formulary. When the only medically appropriate and medically necessary pharmaceutical for an offender is not on the Contractor formulary, the Contractor Medical Director and/or the Health Services Administrator will follow the Contractor's procedures for obtaining a waiver.

Initial Provisioning Of Medications – At the time of initial transfer, and at the time of any return of an offender to or from the Facility, the CDCR or Contractor, depending on who is releasing custody at the time of transfer, shall provide at the time the offender is transferred between the custody of CDCR and Contractor, a seven (7) day supply of any medications prescribed for that offender.

Utilization Review/Prior Authorization – Contractor shall follow the CDCR Utilization Review procedures and unless the required care is necessitated by an emergency, shall seek advance approval for any non-routine care outside the Facility.

Health Care Records – The Contractor shall have written policies and procedures to ensure appropriate and confidential management of offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at the institution is the property of the CDCR and shall be forwarded to CDCR when the offender is transferred from the Facility. Release of information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval of CDCR.

Credentialing, Privileging and Peer Review – Licensed Independent Practitioners (LIPs), which includes physicians, nurse practitioners and physician assistants, hired by the CONTRACTOR must be approved by CPHCS' Credentialing Review Committee prior to commencement of services. Additionally, CPHCS may conduct clinical performance appraisals of all CONTRACTOR LIP's providing services to CDCR offenders and reviews all peer reviews of contracted LIPs.

Mid-Level Protocols – The CONTRACTOR must have established protocols and provisions for supervision of mid-level providers. Mid-level providers include nurse practitioners and physician assistants.

Staffing – The Health Care Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA, NCCHC, CCR Title 15, and any court orders. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the Facility Medical Director and/or the Health Services Administrator.

Staff Training – The Health Services Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care staff as appropriate. All health care services staff shall participate in Facility orientation and training in accordance with Facility, ACA and NCCHC standards.

The Health Care Administrator/Manager shall maintain records of staff participation in Facility orientation and annual training and mandatory Continuing and Professional Education requirements.

4.05.1 Costs – The cost of providing on-site medical, mental health or dental services through Facility staff or contracted services shall be considered normal costs incidental to the operation of the Facility and is included in the CDCR Offender per diem rates, except that the CDCR shall pay for:

- a) All expenses in excess of \$2,500 annually per inmate for medically necessary, off site hospital or emergency care. This includes, but is not limited to medical, surgical, mental health, and dental care delivered in an Emergency Room, practitioner's office, or inpatient or outpatient hospital setting. Provided however, Contractor shall be responsible for the costs of any off-site medical care if such care should have been provided on-site through the Contractor's provision of routine medical, dental and mental health services.

Contractor accepts the risk for the first \$2,500 annually per Offender for medically necessary, off site hospital or emergency care. The \$2,500 annual per Offender limit shifts ongoing costs for typical, routine off-site services from CDCR to the Contractor (thereby simplifying the reimbursement for such claims and allowing CDCR relief with respect to these routine costs) while limiting the Contractor's liability for off-site hospital and emergency care. The parties do not anticipate that every CDCR Offender will incur \$2,500 in off-site hospital or emergency care, therefore, the per diem does not include \$2,500 per inmate per year for this care and there is no pool of funds established based upon \$2,500 per inmate per year from which Contractor retains unspent funds. Contractor is able to competitively price coverage of off-site medical care by relying on historical inmate medical data and making an assessment of a reasonable annual budget for off-site expenses knowing that in no event will the liability exceed \$2,500 per Offender annually. Accordingly, the Contractor's off-site limit is a risk balancing mechanism only, and in no circumstance will the Contractor be required to re-pay, or will funds be deducted from the Contractor's payments, based upon an assessment of non-incurred \$2,500 off-site per Offender per year payment limits.

- b) All HIV or AIDS related inpatient and outpatient medical costs and the costs of providing AZT or other medications therapeutically indicated and medically necessary (as defined in the UHR) for the treatment of offenders with HIV or AIDS. Contractor shall notify the CDCR of any offender diagnosed with HIV or AIDS within three (3) working days.
- c) Any costs associated with DNA testing of offenders.

Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by the Contractor (or state where the Facility is located) are included as part of the per diem rate.

4.05.2 A co-pay in the amount of \$5.00 may be charged to CDCR Offenders for certain medical, dental and/or vision services requested / initiated by the offender in accordance with Title 15, Section 3354.2. The co-pay fee will be retained by the Contractor.

4.05.3 The CDCR shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the Contractor, its employees, or subcontractors or for care which could have foreseeably been prevented.

4.05.4 Medical billings from outside vendors which are the responsibility of CDCR shall be submitted to CDCR or designee within thirty (30) days of receipt.

4.05.5 Upon return of a CDCR Offender to the CDCR, the Contractor shall provide the copy of the health records of all health care delivered while under Contractor's jurisdiction, including, but not limited to all Facility health records, dental records, community hospital records, radiology reports and films, consultant reports and laboratory results. In addition, the Contractor will provide a health summary prepared by one or more practitioners, appropriate to the complexity of the case.

4.05.6 The parties hereto expressly acknowledge and agree that:

- a) the inmates to be transferred pursuant to this Agreement to the Facility owned and/or operated by Contractor (the "Transferee Facility") are members of a class of plaintiffs in an action pending in the United States District Court for the Northern District of California entitled, *Marciano Plata et al. v. Schwarzenegger et al.* No. C01-1351 TEH (the "Plata Action");
- b) the California Department of Corrections and Rehabilitation (the "CDCR") is a named defendant in the Plata Action;
- c) the plaintiffs in the Plata Action have alleged that the health care delivered to offenders in the California prison system is constitutionally inadequate and violates their rights guaranteed by the Eighth and Fourteenth Amendments to the U.S. Constitution;
- d) by order, dated February 14, 2006 (the "February 14 Order"), the Court in the Plata Action (the "Plata Court") appointed Robert Sillen as the Receiver (the "Receiver") for the California prison health care system and set forth in detail the duties and responsibilities of the Receiver;
- e) pursuant to the February 14 Order, the CDCR and "all persons in concert or participation" with the CDCR are required to cooperate fully with the Receiver in the discharge of his duties;
- f) the inmate-class members transferred pursuant to this Agreement are entitled to receive constitutionally adequate health care while housed in the Transferee Facility and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the Plata Action; and,
- g) the transfers of offenders contemplated by this Agreement are not designed or intended to thwart, delay or interfere with the Plata Court's orders or with the Receiver's exercise of his duties pursuant to the February 14 Order.

Contractor expressly acknowledges and agrees that it:

- a) intends to and will provide constitutionally adequate health care to the inmate-class members while they are housed in the Transferee Facility;
- b) is a "person in concert and participation with" the CDCR within the meaning of, and subject to, paragraph VI.A. of the February 14 Order, and has been provided with a copy of the February 14 Order; and
- c) will cooperate fully with the Receiver and will provide the Receiver access to the Transferee Facility and to documents, personnel and inmate-class members in the Transferee Facility to the same extent as the Receiver is provided access to CDCR Facility, personnel and prisoners pursuant to paragraph II.E. of the February 14 Order provided, however, the Receiver's access to documents and personnel pursuant to this Section shall relate only to such documents and personnel as are directly related to the delivery of medical care to California

offenders in the Transferee Facility and shall not include information related to other jurisdiction's offenders or Facility information unrelated to the provision of medical care to California offenders.

The parties hereto acknowledge and expressly agree that with respect to the provisions of section 4.05 and all subsections of said section, the Receiver is a third party beneficiary of this Agreement and hereby consent to the jurisdiction of the United States District Court for the Northern District of California with respect to any action or proceeding brought by the Receiver to enforce the provisions of such sections.

- 4.05.7 The parties agree that in the event a court appearance is required before the Honorable Thelton Henderson in San Francisco, California by employees of Contractor that the expenses incurred by Contractor in making the employees available for said hearing shall be reimbursed to Contractor by CDCR. Reimbursement shall include costs of transportation as well as salary costs, accelerated by 26% to cover fringe benefit. Should the court impose monetary sanctions against CONTACTOR CDCR and Contractor agree to evaluate the circumstances leading to the imposition of said sanctions and in the event it is determined that Contractor had performed within the scope and requirements of this Agreement and that sanctions were issued in spite thereof, CDCR shall agree to reimburse Contractor for any sanctions imposed. Should CDCR not agree that Contractor's performance, which resulted in sanctions was consistent with the obligations imposed under this contract CDCR may refuse to reimburse Contractor for the sanctions imposed. In such event Contractor may seek a judicial determination of the obligation for the payment of sanctions pursuant to the provisions set forth in this paragraph.
- 4.05.8 In the event that CDCR transfers CCCMS inmates to the CONTRACTOR's Facility, the following shall apply:
- a) Unless mutually agreed otherwise between CONTRACT and CDCR, the total number of CCCMS inmates shall not exceed 299 inmates at the CONTRACTOR Facility.
 - b) CONTRACTOR's agreement to house CCCMS inmates is based upon the staffing requirements of the Mental Health Service Delivery System Program Guide as amended and supplemented, and as interpreted by the CDCR Director of Mental Health. In the event that such guidelines are modified, amended or replaced in such a way as to modify or increase the services, including staffing, required from the CONTRACTOR, the CONTRACT shall not be required to make such modifications unless the CONTRACTOR agrees that such modifications are operationally feasible and CDCR agrees to pay for any increased costs, including any and all staffing related costs. In the event CONTRACTOR finds modifications operationally infeasible, CONTRACTOR and CDCR shall come to a mutual agreement in regards to costs associated with the transfer of inmates back to California or to another mutually agreed upon site.

- c) CONTRACTOR agrees to provide monitoring data and reports as required by CDCR.

Section 4.06 Death of an Offender

4.06.1 In the event of the death of a CDCR Offender, the Contractor will immediately notify the CDCR Contract Monitor or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by CDCR, the Contractor shall obtain an independent autopsy. This autopsy shall be paid for by the CDCR. A certified copy of the death certificate and the offender's file and medical records will be forwarded to the CDCR.

4.06.2 The Contractor shall furnish all information requested by the CDCR, and follow the instructions of the CDCR with regard to disposition of the body. The CDCR will notify the designated next of kin of the deceased offender, if any, as soon as practicable after death.

4.06.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the CDCR.

4.06.4 The CONTRACTOR's Chief Medical Officer will communicate on a regular basis with the Office of the Receiver and actively participate in Mortality and Morbidity clinical reviews in the Death Review Committee and other Quality Improvement activities. At all times documentation will be protected by the Medical Peer Review process. The CONTRACTOR will assist COCF in the collection of documents required to be submitted to the Death Review Committee as delineated in the CPHCS September 5, 2008, Memorandum titled "Distribution of Inmate Death Reporting and Review Policy, Effective September 5, 2008," and any subsequent death review documentation requirements imposed by the Plata court.

Section 4.07 Offender Work and Programs.

4.07.1 All eligible offenders shall be afforded the opportunity to participate in programs, occupational training, and work at the Facility, unless otherwise medically or administratively precluded. No CDCR Offender shall participate in any program, training or work outside the fenced Facility unless approved in writing by the CDCR Contract Monitor or designee.

4.07.2 Eligible offenders will be productively occupied in work, education, vocational, and/or major habilitation programs, consistent with CCR Title 15, and in accordance with the Offender Program Participation Table attached hereto as Attachment D.

4.07.3 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.

4.07.4 Offenders shall be required to work or participate in educational or vocational programs consistent with CCR Title 15. However, offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.

4.07.5 The Contractor may dispose of or consume all products produced by any offender participating in work or vocational programs. The Contractor will bear all costs and retain all proceeds there from.

4.07.6 The Contractor shall daily record the actual hours worked/participated for each offender (those in work/programs/education/training) on the Work Supervisor's Time Log (CDC Form 1697) in order that work credit can be calculated by CDCR in accordance with Title 15 (§3045). The forms shall be provided at CDCR expense. The completed forms (white copy) shall be collected and mailed to the CDCR Contract Monitor or designee by the 15th of the following month or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.

4.07.7 In case of hobby craft programs, the crafts may be sold and proceeds of any sale retained by the offender.

4.07.8 In accordance with the expectations of CDCR, Contractor shall provide the below detailed annual goals for offender programs. The Contractor shall provide reports to CDCR with respect to these goals as detailed below. In the event that, after reviewing these reports and discussing any concerns with the appropriate Contractor staff, CDCR determines that deficiencies exist in meeting the goals stated herein, CDCR may request that Contractor provide a Corrective Plan of Action for resolving these deficiencies and updates of these Plans of Action shall be provided to the CDCR Contract Monitor or designee on a monthly basis until such deficiencies are resolved. The annual goals and associated reports shall be as follows:

4.07.8.01 Provide Chaplain and Religious Services for the CDCR population in order to fulfill the Facility's responsibility of ensuring that all offenders can voluntarily exercise their constitutional rights to religious freedom. Each Facility chaplain will submit a monthly report detailing religious services provided, inmate attendance, and volunteers utilized to provide religious services.

4.07.8.02 Provide a mechanism for assessment and admission into appropriate modality of treatment for therapeutic substance abuse. The Facility will submit a quarterly report of assessments, intakes, discharges, and completers in addictions treatment programs or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.

4.07.8.03 Demonstrate offender progress by tracking "phase-ups" in addictions treatment programs. The Facility will submit a quarterly report of "phase-ups" or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.

4.07.8.04 Assess CDCR offenders interested in educational programming to determine appropriate placement. The Facility will submit a quarterly report of assessment results for education programs or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.

4.07.8.05 CDCR offenders enrolled in academic education programs shall be reassessed using an appropriate instrument every 120 days. The Facility will submit a quarterly report detailing reassessment results or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.

4.07.8.06 The Facility will maintain a vocational advisory committee. The Facility will submit a quarterly report summarizing the activity of the vocational advisory committee.

4.07.9 CDCR shall be responsible for payment of any benefits for CDCR offender workers' compensation claims as required by California law, including, but not limited to, California Labor Code Section 3370(a). Contractor shall not be responsible for the payment of any workers' compensation benefits to CDCR offenders.

Section 4.08 Religious Opportunity.

The Contractor will provide reasonable time, accommodations, and space for religious services in keeping with facility security and other necessary institutional operations and activities. Religious services should be provided in accordance with CCR Title 15.

Section 4.09 Recreation/ Quarterly Packages and Canteen - Barber.

Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for offenders in lockdown/modified program/Administrative Segregation status. The Contractor shall provide recreation for inmates in Administrative Segregation in accordance with CCR Title 15. Offenders will be personally observed by staff during these recreational opportunities.

Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR shall reserve the right to disapprove any canteen items for CDCR offenders. Contractor shall endeavor to supply canteen items similar in price and nature to those provided to California offenders by CDCR. Contractor reserves the right to exclude any canteen item it deems to be a security risk. Revenues may be used to pay all operating expenses of the canteen, including but not limited to commissary worker salaries and benefits on a pro rata basis, based on the ratio of the total sales to CDCR offenders to the total canteen sales to all offenders. Any profits from the commissary sales to CDCR offenders operation shall be deposited in the Offender Welfare Fund, to be administered in accordance with and in a manner consistent with established CDCR policies.

Offenders will be provided with a quarterly package program in accordance with CCR Title 15. Contractor shall supply quarterly package items similar in price and nature to those provided to California offenders by CDCR. Contractor and CDCR reserve the right to exclude any quarterly package item deemed to be a security risk

4.09.1 The Contractor shall also establish and maintain a plan of operation for on-site inmate barber services. Barber service procedures must provide for the safety, security and maintenance of the designated area, tools, solutions, equipment and comply with all applicable health and sanitation codes. The number of inmate barber assignments shall be consistent with the need to readily service the inmate population. The Contractor should strive to maintain an ethnically diverse barber service in both offenders assigned and services provided. The Contractor shall ensure that barber services are directly available and accessible to the inmate population. Hours of operation must therefore be scheduled in correlation to other Facility programs, activities and other inmate assignments.

The barber service shall comply with acceptable and applicable codes, practices, standards and requirements established by the appropriate state regulatory agency in the state where the Facility is located and ACA standards. The Contractor shall be responsible for developing a plan of operation for inmate barber services that, at a minimum, must: (a) ensure that tools are properly inventoried, maintained and accounted for at all times; (b) provide for trained inmate barbers that are hired consistent with Facility policy and ACA

standards; and (c) ensure that inmate barbers and services are provided to serve an ethnically diverse inmate population.

The Contractor shall provide a designated barber area, centrally located within the Facility and adjacent to the inmate population, which is readily accessible to all offenders for the personal maintenance of hair grooming standards in accordance with CDCR requirements. The Contractor may also provide multiple designated inmate barber areas equitably located within various areas of the Facility to achieve the same purpose within the framework of safety and security. In either case, the barber area(s) shall be centrally located and of sufficient size and dimensions to adequately service the entire inmate population. Clear lines of sight shall be provided from designated staff/posts. The Contractor shall ensure that CDCR principles of proper tool control is incorporated and adhered to by offenders and staff alike. At a minimum, the barber area shall be equipped with a sink, power outlets and a chair.

Section 4.10 Inmate Advisory Committee.

The Contractor agrees that the Facility Warden will establish an Inmate Advisory Committee consistent with CDCR regulations. Copies of the meeting minutes will be provided to the Contract Monitor or designee on a monthly basis.

Section 4.11 Telephone.

Access to telephone service shall be provided to CDCR Offenders in accordance with CCR Title 15 (§ 3018, 3044, 3045). Neither Contractor, nor any other party, shall profit from inmate telephone service systems; however, should CDCR require Contractor to provide video visiting, Contractor and CDCR shall come to a mutual agreement regarding an increase in charges for the inmate telephone system to offset the cost of providing video visiting.

Section 4.12 Clothing.

The Contractor will be responsible for laundry, repair, and replacement of offender clothing during the CDCR Offender's incarceration at the Facility to ensure clean clothes and bedding on a weekly basis. Upon admission, a minimum of three (3) sets of clean Facility uniforms shall be issued to the inmate and other clothing and linen items as detailed within CCR Title 15. Contractor shall provide laundry services to the offender at no charge to the offender in accordance with established CDCR policies.

Section 4.13 Meals.

The CONTRACTOR will provide all CDCR Offenders with nutritional meals consistent with established CDCR policies. Food service will meet established governmental and safety codes, while adhering to American Dietetic Association, National Academy of Sciences, and ACA standards, and local, state and federal requirements. The CONTRACTOR's facility will have a four-week, five-week, or six-week cycle menu. Therapeutic/special diets shall be provided as prescribed by appropriate clinicians. Religious diets will be provided for inmates whose religious beliefs requires adherence to religious dietary law. Religious diets shall be approved by the recognized facility religious authority. CONTRACTOR shall provide meat that has been certified as Halal as a religious meat alternative (RMA) at the dinner meal. CONTRACTOR shall procure RMA meat from a vendor(s) capable of providing meat that has been certified as Halal. A Registered

Dietician or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. Menus shall be submitted to the Contract Monitor for review on a monthly basis.

Section 4.14 Mail.

Offenders will be provided with mail service. Indigent Offenders shall be provided with supplies for correspondence for up to the price of twenty (20) one ounce first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. The Contractor is entitled to recoup postage fees when the Offender has sufficient funds in his account. Pursuant to the DOM, all non-confidential inmate mail, incoming or outgoing, is subject to being read by designated staff. This reading of mail shall be for cause only. All incoming and outgoing mail and packages shall be searched for contraband.

Section 4.15 Visitation.

The Contractor shall provide space, opportunity, furniture, and equipment for visitation. Contact visitation shall be provided unless individual security concerns dictate otherwise. The Contractor shall adopt flexible visiting policies for visitors traveling from out of state. Visitors on CDCR's approved visitors list shall be approved by the Contractor unless security concerns indicate otherwise. Minimum hours of visitation shall be consistent with CDCR regulations. If space is available at the Facility and at the request of CDCR, Contractor shall provide space appropriate for conjugal visits. The provisioning of said space shall be the expense and obligation of Contractor.

Section 4.16 Offender Property.

CDCR Offenders shall be allowed to possess personal property as outlined in CCR Title 15. Exclusions may be granted based on Facility security requirements. Contractor shall provide the CDCR allowable property lists prior to the implementation of this agreement. With the consent of CDCR, Contractor may permit items of property not allowable in California facilities. It shall be the responsibility of Contractor to ensure that any such property is not returned with the inmate on the inmate's return to California. Contractor will follow CDCR regulations on disposition of property and shall compensate, in accordance with CCR Title 15, utilizing those remedies applicable for loss or damaged property due to the negligence of the Contractor. Contractor shall not unduly delay resolution of property issues.

Section 4.17 Offender Appeals.

The Contractor will handle all CDCR Offender appeals/grievances related to CDCR Offenders consistent with CDCR Policy. CDCR shall retain final authority on all issues of appeal. The Contractor shall provide a monthly summary of appeals by volume and type will be provided to the CDCR Contract Monitor or designee.

Section 4.18 Access to Courts.

The Contractor will ensure all CDCR Offender court related access is in compliance and consistent with the provisions of DOM and CCR Title 15. Regardless of housing, the Contractor will provide opportunity for meaningful access to Federal and California State legal materials at the Facility in accordance with CCR Title 15. On rare occasions, when direct access cannot be provided, the

Contractor shall provide access consistent with DOM and CCR Title 15. The Contractor shall provide CDCR Offenders legal materials required to meet constitutional standards via computer and appropriate software including California specific material. The Contractor shall provide a secure and monitored location to house said computer and associated peripherals. The Contractor shall provide federal law material; typewriters, including ribbons, and typing paper; notary services (fees apply as per CCR Title 15); copying services, including copier paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper and typewriters shall be provided and shall be available free of charge to indigent CDCR Offenders. CDCR Offenders need not be afforded access to copiers; however, the Contractor shall provide a copy of specific information, such as a page from a law book, upon request by a CDCR Offender. A reasonable and consistent copy fee shall be set by the Contractor. The Contractor shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

Section 4.19 Offender Records and Progress Reports.

4.19.1 The Contractor will handle all CDCR Offender Records and ensure compliance consistent with the provisions of DOM and CCR Title 15. Offender institutional records regarding CDCR Offenders while at the Facility shall be collected and maintained on-site by the Contractor in accordance with CDCR record keeping practices and operating requirements governing confidentiality. The inmate files will not be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to CDCR Offenders, including Offender work/education-vocation records, shall be made available immediately to the CDCR Contract Monitor or designee for review. When an offender is transferred from the Facility, the record provided by the CDCR and additional information compiled while the CDCR Offender was at the Facility will be updated and transported with the CDCR Offender to his new location. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the CDCR Offender.

4.19.2 All warrants/holds/detainers received by the Contractor for a CDCR offender shall be forwarded to the CDCR Contract Monitor or designee within 24 hours.

4.19.3 Contractor will provide approved, selected CDCR medical personnel electronic access to the Contractor's Electronic Medical Record (IMS 2). All access will comply with HIPAA.

Section 4.20 Transportation & Security.

The Contractor will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. The Contractor will provide transportation and transportation staffing consistent with DOM and CCR Title 15 to and from medical appointments, urgent and emergent medical care, and local, state and federal court appearances within a 150 mile radius of the Facility at Contractor's cost.

Section 4.21 Removal of Offenders from the Facility.

Except for emergency health care needs, CDCR Offenders shall not be assigned from the Facility without prior written authorization from the CDCR Contract Monitor or designee.

Section 4.22 Use of Force.

The Contractor's use of force policy and training program for Contractor staff shall be consistent with the CDCR Use of Force Policy as well as any applicable state law governing use of force. Following any use of force, an incident report shall be prepared and the CDCR staff shall be notified pursuant to Section 4.24 "Notification of Offender Incidents, Emergencies, Escapes, and Discipline." Video copies of Use of Force incidents and all applicable reports will be provided to CDCR within timeframes set forth in CDCR policy or as mutually agreed upon. Any incidents of inappropriate or excessive force will be immediately reported to CDCR and local law enforcement.

4.22.1 CONTRACTOR shall utilize only those weapons, munitions, and equipment authorized and approved by CDCR. (See Attachment)

Section 4.23 Escapes.

In the event of an escape by a CDCR Offender(s) from the Facility's physical custody, the Contractor shall, in addition to efforts to apprehend such CDCR Offender(s), immediately notify the CDCR Administrative Officer of the Day (AOD), CDCR ID/Warrants Unit, and the local law enforcement agencies as required by state statute in the same manner it uses for any other Facility escapees. Contractor is responsible for reasonable costs associated with an escape, including the cost to dispatch CDCR personnel to assist in the apprehension or conduct an after action review, and including all costs associated with any such escape which are assessed against CDCR by third parties. Annually or upon revision, the Contractor shall provide the CDCR Contract Monitor or designee with a listing of emergency contact; including, but not limited to, AOD contact information.

Section 4.24 Notification of Offender Incidents, Emergencies, Escapes, and Discipline.

4.24.1 The Contractor will handle all CDCR Offender related incidents, emergencies, and escapes in compliance with the provisions of DOM and CCR Title 15 unless it conflicts with state laws, in which case state laws control. Incidents involving/impacting CDCR Offenders are to be reported using the established CDCR-approved reporting format. Such incidents are to be reported to the CDCR Contract Monitor or designee as soon as reasonably practical after the incident occurrence. The Contractor and CDCR will provide each other with a list of names, phone numbers, e-mail addresses and fax numbers for personnel to whom inquiries regarding fiscal, medical, and operational matters should be directed. For incidents involving any offender, the Contractor will send to the CDCR Contract Monitor or designee reports on the incident on a timely basis, consistent with CDCR policy.

4.24.2 The Contractor will handle all CDCR Offender disciplinary related matters according to the applicable provisions of DOM and CCR Title 15. CDCR will provide, at least annually, training regarding their policies, procedures, and Security Threat Groups to Contractor's personnel at a mutually agreed upon site, as CDCR or Contractor may request. Contractor shall be responsible for all expenses associated with the transporting of Contractor's employees to that site for such training and for CDCR staff as mutually agreed upon.

Upon the CDCR Contract Monitor's or designee's request, within 14 calendar days following any incident a critical incident review will be conducted to evaluate any deficiencies or training needs, and a plan of action will be completed on any items requiring corrective action.

4.24.3 The Contractor will notify the CDCR Contract Monitor or COCF AOD immediately (24 hours a day) by telephone for any:

- a) Offender escape;
- b) Use of deadly force;
- c) Any use of force;
- d) Assault, including sexual assault, by an employee, offender, or civilian;
- e) Disturbance involving three or more offenders;
- f) Death of an offender;
- g) Rape of an offender;
- h) Property destruction rendering a living unit or support service area unusable;
- i) Hostage situation;
- j) Any serious interruptions to Institutional services;
- k) Felony behavior by staff or offenders involving CDCR.

All other incident reports, medical pre-authorizations, notices of emergency, medical treatments, and removal of Offenders from the Facility shall be provided to the CDCR Contract Monitor or designee within 24 hours of the incident. In addition to those incidents listed above, all non-routine offender movement from the Facility, including emergency medical moves and removals from population to a Facility deemed appropriate and operated by the Contractor, and other such moves shall be reported as soon as possible, but no longer than 24 hours after the incident.

4.24.4 Disciplinary reports, reclassification requests, or diagnoses that an offender has a serious medical condition shall be provided to the CDCR Contract Monitor or designee and Receiver's Healthcare Monitor, if designated, weekly. Additionally, the Contractor shall forward to the CDCR Contract Monitor or designee a monthly report detailing the disciplinary actions taken on CDCR Offenders. The content and form of the report will be mutually agreed upon by both parties to this Agreement. Daily offender movement sheets and daily activity reports shall be provided to the CDCR Contract Monitor or designee as well.

4.24.5 The Contractor will provide a monthly Compstat report to the CDCR Contract Monitor or designee that chronicles/summarizes significant activities occurring during the preceding month.

4.24.6 The Contractor shall furnish copies of any regularly generated reports that are requested by the CDCR, except for those reports which contain confidential financial or company proprietary information unrelated to CDCR Offender case, custody, or housing.

Section 4.25 Earned Time/Good Time.

The Contractor shall furnish specific information consistent with CCR Title 15 to the CDCR for purposes of award or forfeiture of earned/good time for eligible offenders. The final decision on awarding or forfeiture of earned/good time rests with the CDCR.

Section 4.26 Sentence Computation.

The Contractor will furnish the CDCR with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The Contractor will assist in providing documents as necessary to ensure compliance with CCR Title 15. The final decision with respect to sentence computation rests with CDCR. Sentence computation will be done by the CDCR. The CDCR will furnish adjusted release dates to the Contractor as necessary.

Section 4.27 Classification.

The Contractor will participate as required in all CDCR Offender classification matters and ensure compliance consistent with the applicable provisions of DOM and CCR Title 15. Contractor must adhere to all ACA, NCCHC, Court mandates and CDCR regulations concerning CDCR inmate placement into administrative segregation including, but not limited to, those specific guidelines applicable in the Coleman class action as applied to Coleman class members placed in administrative segregation. In the event of a conflict in application of the above, the CDCR Contract Monitor or designee shall be consulted for appropriate action.

CDCR reserves the right to delegate some or all classification matters to the Contractor if CDCR determines it is in CDCR's best interest to do so, and CDCR determines that the Contractor's staff is properly trained in classification matters.

Section 4.28 Facility Space for Hearings, Inspections, Audits, and Contract/Healthcare Monitors.

4.28.1 Adequate Facility for any hearings, inspections, audits, and related CDCR case management activities, including furniture, equipment, on-site clerical support, and security staff, shall be made available to CDCR employees or designated representatives.

4.28.2 Unless required more frequently by law, standard and/or corporate/local policy, the Contractor will complete documented formal inspections of the following areas, according to stipulated schedule:

Security	per shift
Sanitation	monthly
Fire/Safety	quarterly
Environmental Health	annually

Copies of the inspection reports, including QA reports and plans of correction will be submitted to the CDCR Contract Monitor or designee, to include action taken to correct noted deficiencies to date. Plans of Correction will be updated monthly until action item(s) are resolved. Proof of practice may be requested by CDCR.

4.28.3 The Facility will complete audits in accordance with Contractor policy and ACA standards. CDCR may also conduct audits, and a copy of any such audits shall be provided to Contractor. CDCR may make a request for a Plan of Correction from Contractor to be provided within 30 days.

Section 4.29 Public Information.

The Contractor will process all CDCR Offender publicity issues or requests for information consistent with the applicable provisions of DOM and CCR Title 15. Contractor shall not be authorized to release publicity concerning CDCR Offenders. They shall not release personal histories or photographs of CDCR Offenders or information concerning their arrivals or departures, except as provided herein. All requests shall be forwarded to the CDCR Office of Communications (see Section 2.05). Contractor shall notify COCF of any known or anticipated significant media issues involving any offenders housed in the Facility.

Section 4.30 Inspections.

The CDCR and/or Receiver shall have the right to inspect and/or audit the Facility at its discretion with or without advance notice. Contractor reserves the right to deny access during off hours (defined as the period between 8PM and 8AM) to individuals not identified previously to them either in this contract or otherwise in writing. In such event, prior to denying authorization, Contractor shall first contact the CDCR Contract Monitor or designee for direction and/or approval authority. Contractor reserves the right to request proper identification prior to admission in all cases.

Section 4.31 Offender Account Deductions (Restitution) Collection and Accounting.

Contractor shall be responsible for collecting restitution from the wages and account deposits of offenders who owe restitution, pursuant to Penal Code § 2085.5, as further detailed in CCR Title 15 Section 3097.

As of the date of this contract, that amount is 50%, plus 10% of the withholding as an administrative fee, for a total of 55% of the inmate's wages and deposits.

By entering into this Agreement, Contractor acknowledges that Contractor is responsible for satisfying CDCR's restitution obligations under such regulations as they currently exist and as they may be amended in the future.

Contractor shall collect restitution fines beginning with the oldest first. Contractor shall collect direct orders of restitution when notified by CDCR to activate the direct order, in which case it shall be collected upon as first priority, above any restitution fines, as expressed in Penal Code § 2085.5.

Contractor shall hold such funds in an interest-bearing account in trust for State for the purposes set forth in said statute and regulations, and shall not commingle such funds with Contractor's own funds or with any other funds. The Contractor shall also ensure that the restitution collections and administrative fees are not commingled and are submitted to the Department separately (by separate checks). Note – fines and direct orders may have the same case number but must be accounted for separately.

Contractor shall at all times keep an accurate and up-to-date accounting of all such funds and restitution information and shall remit the inmate fund collections and associated inmate case information to CDCR as directed. By the 10th of each month following collections, Contractor shall forward the amount of restitution and administrative fees to Inmate Accounting Branch, P.O. Box 276088, Sacramento, CA 95827. The remittance shall include an itemized statement which includes the CDCR number, inmate name, case number, sentencing date, sentencing county, designation of fine or direct order, original fine/order amount, amount of restitution collected, date(s) of deductions, amount of administrative fees collected and balance still owing. The remittance must be subtotaled by restitution fines and direct order amounts. In addition, Contractor shall timely provide an accounting of all such funds to CDCR at any time upon request.

Any such restitution funds remaining in Contractor's possession at the end of the contract shall be remitted to the State for proper disposition pursuant to said Statute and regulations.

Upon mutual agreement or as deemed necessary by CDCR for the efficient management of inmate restitution the CONTRACTOR shall receive and transmit the restitution collection data through an electronic interface, Restitution, Accounting and Canteen System (RACS), with CDCR. The design, testing, and documentation of the CONTRACTOR's interface shall be subject to CDCR's approval and must be utilized and supported without additional cost to CDCR.

Section 4.32 Policy and/or Procedure Changes.

The Contractor will process all policy and procedural changes consistent with the applicable provisions of DOM and CCR Title 15. The Warden or designee shall be responsible for posting and distribution as necessary of CDCR regulatory or court mandated notices to offenders and shall substantiate such postings/distributions on the applicable CDCR form.

Section 4.33 Quality Assurance and Initial Security Audit.

The Contractor shall perform customary and usual Quality Control Audits of the Facility and associated Corrective Plans of Action and provide those audits and Corrective Plans of Action to CDCR upon completion. At the request of CDCR, Contractor agrees to include in those audits, such items for review (in addition to those reviewed in the previous audit,) such items as CDCR may reasonably request. CDCR shall be responsible for providing such reports and Plans of Correction to the Receiver and Special Masters upon request and shall advise Contractor when providing such reports.

Contractor will have routine physical plant maintenance scheduled and review of the compliance with scheduled maintenance shall be a part of the QA process. Any significant issues will be reported to the CDCR Contract Monitor or designee.

Section 4.34 Tobacco – Prohibitions

No CDCR offender will be allowed to use, possess, or purchase any tobacco products. Nor shall they be subject to second hand smoke from staff or offenders from other jurisdictions who may be housed in the Facility. However, consistent with CCR Title 15, the use of tobacco products may be approved by CONTRACTOR, with concurrence by CDCR, for inmate religious ceremonies.

Section 4.35 Lockdown/Modified Program.

Contractor must report any lockdowns or modification of programs for the CDCR inmate populations, including compilation of CDCR documentation in accordance with CCR Title 15. Contractor must submit a written unlock plan utilizing approved forms for approval by the CDCR Contract Monitor or designee prior to resuming normal or modified program.

Contractor shall not unduly delay return to normal program for any population that is placed on lockdown or modified program.

Section 4.36 Research.

No research on CDCR offenders shall be conducted without prior written CDCR approval. Contractor shall comply with CDCR research requests regarding CDCR offenders to the extent such requests do not result in increased costs to Contractor or cause staff to deviate from primary duties.

Article V

FACILITY EMPLOYEES

Section 5.01 Independent Contractor.

The Contractor and its employees are associated with CDCR only for the purposes and to the extent set forth in this Agreement. With respect to the performance of the services set out herein, the Contractor is and shall be an independent Contractor and, subject to the terms of this Agreement, shall have the sole right to manage the operations of the Facility. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Facility nor any agent or employee of the Contractor has the authority, actual or implied, to bind, incur liability, or act on behalf of CDCR or the State. Neither the Contractor nor any agent or employee of the Contractor shall accrue leave, retirement, insurance, bonding or any other benefit afforded to the employees of California as a result of this Agreement.

Section 5.02 Personnel.

Personnel shall be retained to deliver twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with Contractor operating requirements. All personnel hired shall be subject to background checks to include both Federal and State criminal records check and a review of National Crime Information Center (NCIC) which shall be completed prior to CDCR Offender contact. Such policies and procedures, including a position description that clearly states the experience and skill requirements of the position shall be provided for all Facility management positions. CDCR shall be notified in the event of a vacancy in a management position affecting CDCR populations.

Contractor shall take under advisement legitimate CDCR requests that specific staff, contractors or volunteers not be allowed to work with or in proximity of CDCR Offenders. Contractor shall make all efforts to reasonably comply with such requests.

CONTRACTOR shall require all employees to document current relationships with CDCR inmates and/or parolees. CONTRACTOR shall provide CDCR Contract Monitor all such documents.

Section 5.03 Training.

All personnel shall be trained in accordance with Contractor personnel policies and procedures. CDCR will provide, at least annually, training regarding their policies and procedures and Security Threat Groups to CONTRACTOR'S personnel at a mutually agreed upon site, as CDCR or CONTRACTOR may request. CONTRACTOR shall be responsible for all expenses associated with the transporting of CONTRACTOR'S employees to that site for training and for CDCR staff as mutually agreed upon.

Contractor agrees to run simulated drills (i.e. alarm response drills, man-down drills, Special Operations Response Team training, escape pursuit and staff accountability drills) as needed to ensure the safe operation of the Facility. Contractor will report to CDCR Contract Monitor or designee through mutually agreed upon procedure to track these drills.

Section 5.04 Worker's 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 expenses, or that it is self-insured through a policy acceptable to the 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.

CDCR Offenders are not the Contractor's officers, agents, or employees.

Section 5.05 CDCR Non-Liability for Injuries Caused by Offenders.

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by offenders or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff 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.

Article VI

COMPENSATION AND ADJUSTMENTS

Section 6.01 Compensable Offenders.

The terms of this Agreement apply only to CDCR Offenders. Nothing in this Agreement shall be construed to impose upon the CDCR any financial or other obligations for any non-CDCR Offender housed in the Facility. The Contractor's costs of operations including start-up expenses, legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a CDCR Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the compensation set forth herein.

Section 6.02 Payment.

6.02.1 CDCR shall pay a per offender per day (per diem) rate of \$63.75 for each CDCR Offender housed at the Facility, subject to the provisions of 3.01.2, 3.01.3, and 3.01.4.

6.02.2 CDCR shall reimburse Contractor for any Reimbursable Expenses as set forth in Sections 3.04, 4.05.1 and 4.05.4 of this Agreement or such other sections as may set forth a CDCR cost reimbursement obligation.

6.02.3 Nothing herein shall prevent the Contractor from seeking a per diem increase in any subsequent Contract Year. Such per diem increase(s) shall be subject to legislative appropriation.

Section 6.03 Change in Scope of Services.

The parties recognize that they have entered into this Agreement based upon currently existing operating requirements. Should a change in any of these requirements occur which necessitates a change in the scope of services and/or necessitates additional services so as to increase or decrease the cost of operating or performing other services as contemplated by this Agreement, either party may present documentation to support an increase or decrease to the per diem rate. Thereafter, the parties will use their best efforts to arrive at a mutually accepted increase or decrease in the per diem rate. Specifically it is understood that CDCR may require additional medical and healthcare staffing above that as shown in the staffing information provided by Contractor (Said staffing information is attached hereto as Attachment B, and is incorporated into this agreement by reference and specifically made a part hereof). In said event CDCR agrees to bear the actual cost incurred by Contractor in providing those additional medical and healthcare services.

Section 6.04 Billings.

Contractor will submit detailed invoices for payment of the compensation payable by CDCR to Contractor pursuant to the terms of Section 6.02, above, with supporting documentation to CDCR, in arrears on a monthly basis within five business days of month end, though the failure to do so shall not negate the obligation of CDCR to pay such invoice. CDCR will make payment within 45 days of receipt of the invoice, subject to the terms set forth in Section 9.02..

Section 6.05 Taxes/Utilities.

Contractor shall pay all local, state, federal taxes and all utilities charged, incurred, or imposed with respect to the Facility.

Article VII

LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Indemnification.

The Contractor hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever (including death resulting there from) to all persons, whether employees of the Contractor or otherwise, and to all property caused by, resulting from, arising out

of or occurring in connection with any action of the Contractor (including its officers, directors, employees, subcontractors, or agents) in performance of the duties of this Agreement. If any claims for such damage or injury (including death resulting there from) be made or asserted, whether or not such claims are based upon the Contractor's (including its officers, directors, employees, subcontractors, or agents) active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, the Contractor agrees to indemnify, defend and hold harmless, the State and CDCR, their officers, agents, servants and employees, and the Receiver appointed in the Federal case of Plata v. Schwarzenegger, from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage or injury, including legal fees and disbursements, that the State and CDCR, their officers, agents, servants or employees may directly or indirectly sustain, suffer, or incur as a result, and the Contractor agrees to and does hereby assume, on behalf of the State and CDCR, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the State, CDCR or their contractors (if any), their officers, agents, servants or employees, arising by reason of such claims and to pay on behalf of the State and CDCR, their officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, their officers, agents, servants or employees in any such action.

As part of the Contractor's assumption of all responsibility and liability for any and all damage or injury as detailed above, the Contractor further agrees to hold harmless, defend and indemnify the State and CDCR for any loss, expense, recovery or settlement, including counsel fees and costs of defense, which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against the State, CDCR or the Contractor as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of the Contractor hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the site owner or any Contractor or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by the Contractor. The Contractor also agrees to assume responsibility for, hold harmless, defend and indemnify the State and CDCR for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by the Contractor, and (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by the Contractor on the basis of race, color, religion, sex, or national origin, and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorneys fees brought pursuant to 42 USC Section 1988 or similar statutes.

Section 7.02 Legal Proceedings.

The Contractor shall not be responsible for defending any post conviction action, including appeals and writs of habeas corpus by any offender challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 7.03 Insurance.

The Contractor is responsible for obtaining and maintaining adequate insurance coverage as required herein. The Contractor shall obtain and provide proof of general liability insurance coverage (broad form coverage) which shall specifically include fire, and legal liability in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State of California and its respective agencies shall be included as additional insureds under the policy of general liability insurance coverage issued to the Contractor. Coverage for civil rights liability may be issued under a separate policy but shall also include the State and its agencies as additional insureds. Vehicle liability coverage for all vehicles used by the Contractor shall be provided in an amount of not less than two million dollars (\$2,000,000) per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than fifty thousand dollars (\$50,000).

The Contractor shall obtain and provide proof of workers' compensation insurance coverage (including employer liability) in the amount and manner required by law for all employees of the Contractor.

The Contractor shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the Contractor to the State under this Contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.

The Contractor shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by the Contractor under this Contract and for which the Contractor may be liable to the State or CDCR under the indemnification provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy, but shall be in the same amounts and limits of coverage as that required for general liability coverage.

All insurance coverage shall be obtained by the Contractor through an insurance agent licensed in the state where the Facility is located and such coverage shall be provided by an insurance company licensed to issue such coverage in such state. No "self-insurance" coverage shall be acceptable unless the Contractor is licensed or authorized to self-insure for a particular coverage in the state where the Facility is located, or is an insured member of a self-insurance group that is licensed to self-insure in such state. All policies shall include a provision requiring at least thirty (30) days' prior written notice of cancellation to the State and CDCR.

All insurance coverage required to be obtained by the Contractor shall continue in full force and effect during the term of the Contract and any extension thereof. Proof of insurance policies must be delivered prior to the date on which the services of the Contractor shall commence.

All insurance coverage is to be provided by insurance carriers admitted to do business in the state where the Facility is located and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

The Contractor may choose the amount of deductible for any of the insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.

The Contractor is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum the Contractor may wish to purchase for its own benefit.

As respects to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

Section 7.04 Certificate of Insurance and Cancellation.

During the performance of the management services hereunder, the Contractor shall maintain the plan of insurance and submit a Certificate of Insurance to CDCR for the mutual protection and benefit of it and CDCR, naming CDCR as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the Contractor's operation and management services hereunder, whether same be by the Contractor or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. CDCR shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to CDCR within fifteen (15) days of receipt by Contractor.

Section 7.05 Defense/Immunity.

By entering into the Contract, neither the State, CDCR, nor the Contractor waives any immunity defense which may be extended to them by operation of law including limitation of damages, excepting only that the Contractor may not assert the defense of sovereign immunity.

Section 7.06 Notice of Claims.

Within ten (10) business days after receipt by CDCR, or of any agent, employee or officer of CDCR, of a summons in any action, or within ten (10) business days of receipt by CDCR, or of any agent, employee or officer thereof, of notice of claim, CDCR, or any agent, employee or officer, shall notify the Contractor in writing of the commencement thereof. The notice requirement is intended to ensure that the Contractor's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in the Contractor's refusal to indemnify CDCR or any agent, employee or officer, but only if such failure to notify results in a prejudice to the Contractor, CDCR or any agent, employee or officer. The Contractor will provide CDCR similar notice of claims.

Section 7.07 Prior Occurrences.

The Contractor shall not be responsible for any losses or costs resulting from offender litigation pending at the effective date of this Agreement or for lawsuits based on acts or omissions occurring prior to the effective date of the Agreement.

Section 7.08 Waiver.

No waiver of any breach of any of the terms or conditions of the Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 7.09 Risk of Physical Damage to Facility.

The risks and costs of physical damage to the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per offender day as provided in Article VI. This does not preclude Contractor from taking action against an offender who causes such damages.

Article VIII.

DEFAULT AND TERMINATION

Section 8.01 CDCR Default.

Each of the following shall constitute an Event of Default on the part of the CDCR:

8.01.1 Failure to pay any payment required to be paid pursuant to this Agreement within forty five (45) days after payment is due shall constitute an Event of Default on the part of CDCR, provided such failure to pay shall not constitute an Event of Default if CDCR has withheld any payment to Contractor pursuant to statutory authority.

8.01.2 Failure by CDCR to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by CDCR hereunder, which such failure continues for a period of thirty (30) days after CDCR has received a written notice of deficiency from the Contractor.

Section 8.02 Contractor Default.

Each of the following shall constitute an Event of Default on the part of the Contractor:

8.02.1 The failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement to be kept, observed, met, performed, or complied with by Contractor hereunder, which such failure continues for a period of thirty (30) days after Contractor has received a written notice of deficiency from the CDCR Contract Monitor or designee.

8.02.2 The failure of Contractor to meet or comply with any applicable federal or state requirement or law, which such failure continues for a period of thirty (30) days after Contractor has received a written notice of deficiency from the CDCR Contract Monitor or designee.

8.02.3 The failure of Contractor to comply with any applicable CDCR policy for which Contractor has not received a prior written waiver from CDCR, when such failure continues for a period of thirty (30) days after Contractor has received a written notice of deficiency from the CDCR Contract Monitor or designee. Provided however, the CDCR Contract Monitor or designee shall not unilaterally provide written notices of deficiency regarding any areas where there is a conflict between Governing Standards, pursuant to Section 9.27 and until the Contractor and CDCR have had an opportunity to mutually agree upon the appropriate Governing Standard pursuant to Section 9.27.

8.02.4 If Contractor (a) admits in writing its inability to pay its debts; (b) makes a general assignment for the benefit of creditors; (c) suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (d) suffers a proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and if contested by it, not to be dismissed or stayed within sixty (60) days; or (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property.

8.02.5 The discovery by CDCR that any statement, representation or warranty in this Agreement on the part of Contractor is false, misleading, or erroneous in any material respect.

Section 8.03 Notice of Breach.

No breach of this Agreement by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Agreement on the part of the party against which a breach is asserted. Nothing in this section is intended to prevent any party from terminating this Agreement pursuant to Section 2.03 of this Agreement.

Section 8.04 Time to Cure.

If any material breach of this Agreement by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Breach, provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure any material breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

Section 8.05 Remedy for Default.

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to reducing its claim to judgment, including seeking an award of attorneys fees and costs, taking action to cure the Event of Default, and termination of the Contract.

Section 8.06 Waiver.

No waiver of any breach of any terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 8.07 Termination for Immediate Threat.

The requirement of written notice and opportunity to cure as provided in Sections 8.02, 8.03 and 8.04 will not apply if the CDCR, in its sole discretion, determines that a Contractor default has occurred, which creates an immediate threat of imminent harm to the safety, health or welfare of the public, employees or offenders. In such event the parties shall mutually cooperate for an immediate return of CDCR offenders consistent with the availability of transportation and housing.

Section 8.08 Force Majeure.

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

Article IX

MISCELLANEOUS

Section 9.01 Integration.

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition or other amendment hereto shall have any force unless embodied in a written agreement executed and approved pursuant to State of California laws, rules and policies.

Section 9.02 Contract or Billing Disputes

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. Final Payment

Unless provided otherwise at the time of payment, the acceptance by Contractor of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Associate Director, Procurement and Contracts Branch (PCB), OBS, a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Associate Director
Procurement and Contracts Branch
Office of Business Services
California Department of Corrections and Rehabilitation
P.O. Box 942883
Sacramento, California 94283-0001

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Associate Director, PCB, OBS, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

- d. Further Resolution – If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from the Associate Director, PCB, OBS, after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

Section 9.03 Computer Software Management Memo.

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.

Section 9.04 Accounting Principles – No Dual Compensation.

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.

Section 9.05 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.

Section 9.06 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;
- 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.

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. Contractor shall obtain the prior written approval to employ any such ex-offender from the Out-of-State Administration Unit; and
- b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashing, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

Section 9.07 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.

Section 9.08 Excise Tax.

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Section 9.09 Licenses and Permits.

The Contractor shall be an individual or firm licensed to do business in the state in which the Facility is located 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 Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CDCR 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 Agreement upon occurrence of such event.

Section 9.10 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. 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 is 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 offenders or parolees. The Contractor shall not itself employ or offer to employ offenders or parolees either directly, or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with offenders 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 the 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 at the option of CDCR.

Section 9.11 Contractor Employee Misconduct.

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an allegation 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 offenders/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that offenders 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 employee

misconduct with offenders and/or parolees, as will assure against a repetition of the incident(s). 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 the Facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement. Nothing contained in this paragraph shall be deemed to constitute a waiver of any attorney/client privilege or of the work product doctrine privilege.

The Contractor shall report all suspected felonies to the appropriate law enforcement agency for investigation. In addition, the Contractor shall report any crime committed by an employee in the course and scope of that employee's work, any crime committed on the grounds of the Facility, and any sex offense, drug offense, or violent offense by an employee wherever committed to an appropriate law enforcement agency, provided the Contractor has evidence-based, reasonable suspicion of the crime or offense.

Section 9.12 Equal Employment Opportunity.

Contractor agrees to comply with all Equal Employment Opportunity laws applicable to the operation of the Facility in State.

Section 9.13 Binding Nature.

Upon its execution by both parties, this Agreement shall be binding on the parties.

Section 9.14 Invalidity and Severability.

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby. In the event that this entire Agreement is held invalid or unenforceable all obligations of the parties hereunder shall cease as of that date except with respect to claims for services rendered.

Section 9.15 Jurisdiction and Venue.

The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to performance or interpretation of this Agreement shall be in the City of Sacramento, California.

Section 9.16 Subcontracting and Assignment.

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the CDCR 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 CDCR 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 CDCR'S obligation to make payments to the Contractor. As a result, the CDCR shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Section 9.17 California General Terms and Conditions – Incorporation by Reference.

By reference, all of the State of California's General Terms and Conditions posted on the California Department of General Services' internet address at: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> are incorporated herein.

Section 9.18 Notices.

Any notice provided for in this Agreement shall be in writing and served by personal delivery, designated CDCR electronic mail system, or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

All notices will be sent to:

CDCR: Notice information to be provided prior to occupancy.

Contractor: Amber Martin, Vice President – Contracts
The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, FL 33487

With a copy to:

John Bulfin, General Counsel
The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, FL 33487

Section 9.19 Confidentiality of Records.

CDCR and Contractor agree that all inmate records and inmate/patient medical record information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Contractor by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations 9cfr), Title 45, Sections 164.501 et seq.); the California Government Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

Section 9.20 Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations.

Unless otherwise provided, and when appropriate, Contractor agrees that all material, information, data, documentation, studies and evaluations produced in the performance of this Agreement is the property of CDCR and the Contractor.

Section 9.21 Reporting.

Contractor shall submit to the CDCR Contract Monitor or designee, on a quarterly basis, a written program report specifying progress made for each activity identified in the Contractor's duties and obligations, regarding the performance of the Agreement. Such written analysis shall be in accordance with the procedures developed and prescribed by the CDCR. The preparation of reports in a timely manner shall be the responsibility of the Contractor and failure to comply may result in delay of payment of funds. Required reports shall be submitted to the CDCR not later than thirty (30) days following the end of each calendar quarter, or at such time as otherwise specified.

Section 9.22 Records.

Unless otherwise provided: Contractor shall compile and maintain a complete file of each CDCR Offender, including all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this Agreement, including medical, counseling, classification and disciplinary documents, in individual files. Further, the Contractor shall permit the CDCR or its designated representative to audit, inspect, and copy such files and records during the term of this Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement. Such files and records will be deemed to be the property of the CDCR and shall be available for inspection by the CDCR and shall be returned to the CDCR upon discharge of a CDCR Offender from the Facility. The Contractor may keep copies of said documents as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by CDCR. No files or records in which a CDCR Offender is individually identifiable by name, shall be released to any third party without express, advance authorization of CDCR, except in medical emergencies.

9.22.1 The Contractor shall maintain a complete file of all records, documents, communications and other materials which pertain to the operation of programs or the delivery of services under this Agreement. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which an Agreement payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Facility records. The CDCR's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which the Contractor sought reimbursement under this Agreement.

9.22.2 All such records, documents, communications and other materials shall be the property of CDCR and shall be maintained by the Contractor, in a central location with a designated custodian, on behalf of CDCR, for a period of three (3) years from the final payment of this Agreement, or until an audit had been completed with the following qualification: If an audit by or on behalf of the federal government had begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit finding.

9.22.3 Contractor shall permit the CDCR to audit and/or inspect its records during the term of this Agreement and for a period of three (3) years following the termination of the Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement.

Section 9.23 No Third Party Benefit Except As Provided.

This Agreement is not intended to create any rights, liberty interests, or entitlements in favor of any CDCR Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. CDCR Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations, case law, or applicable court orders.

Section 9.24 Survival of Certain Terms.

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and any appendixes or attachments hereto which may require continued performance or compliance beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the CDCR as provided herein in the event of such failure to perform or comply by Contractor.

Section 9.25 Counterparts/Facsimile Signature.

This Agreement may be executed in counterparts. The parties shall exchange their executed counterpart to each other, both by first class mail. The parties may treat a facsimile signature as a valid signature and when both parties have executed this Agreement, they may transmit their signature on the Contract to the other, and when mutually exchanged by facsimile, this Agreement may be deemed fully executed.

Section 9.26 Amendment.

This Agreement shall not be altered, changed or amended except by mutual consent of the parties in writing.

Section 9.27 Governing Standards.

In the event of a conflict between any of the governing standards, rules, regulations, policies or procedures referenced herein, including, but not limited to ACA, NCCHC, Title 15, Contractor policy and procedure, CDCR DOM, and CDCR rules, regulations and policies, then the Contractor and CDCR shall mutually agree upon the standard, rule, regulation, policy or procedure to be followed. If the CDCR Contract Monitor or designee and Facility Warden are unable to reach agreement within three (3) days, the conflict shall be resolved by the Contractor Chief Corrections Officer and CDCR Health Care Officer. The parties shall make a good faith effort to resolve the conflict and neither party shall unreasonably withhold their approval. In resolving the conflict, the parties shall take into account Facility issues such as security and uniformity of polices as well as specific needs of CDCR offender management. This provision shall not apply if compliance with a standard, rule, policy or procedure is required by court order.


Section 9.28 ADA.

Contractor agrees that by signing this Agreement, it is assuring CDCR that it complies with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq, as applicable, which prohibits discrimination on the basis of disability, and with applicable regulations and guidelines pursuant to the ADA.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement on the date first written above.

CDCR

Scott Kernan
Undersecretary, Operations
California Department of Corrections and Rehabilitation
1515 S Street, Suite 502 S
Sacramento, CA 95814



Scott Kernan

11-4-10
Date

CONTRACTOR

George C. Zoley
Chairman & CEO
The GEO Group, Inc.



George C. Zoley

November 4, 2010
Date

North Lake Correctional Facility – Baldwin, Michigan

Date	Capacity (Beds) Phase-In Schedule	Offender Phase-In Schedule		Security Staff Phase-In (FTEs)		Non-Security Staff Phase-In (FTEs)		Total Staff ³ Phase-In (FTEs)	
		Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
5/1/2011	500	135	135	83	83	80	80	163	163
6/1/2011	500	135	270	16	99	2	82	18	181
7/1/2011	500	135	405	19	118	14	96	33	214
8/1/2011	1,748	135	540	22	140	20	116	42	256
9/1/2011	1,748	135	675	17	157	8	124	25	281
10/1/2011	1,748	135	810	6	163	3	127	9	290
11/1/2011	1,748	135	945	15	178	10	137	25	315
12/1/2011	1,748	135	1,080	22	200	6	143	28	343
1/1/2012	1,748	135	1,215	14	214	13	156	27	370
2/1/2012	1,748	135	1,350	18	232	8	164	26	396
3/1/2012	1,748	135	1,485	5	237	3	167	8	404
4/1/2012	2,580	135	1,620	22	259	3	170	25	429
5/1/2012	2,580	135	1,755	5	264	17	187	22	451
6/1/2012	2,580	135	1,890	7	271	9	196	16	467
7/1/2012	2,580	135	2,025	6	277	6	201	12	478
8/1/2012	2,580	135	2,160	4	281	3	204	7	485
9/1/2012	2,580	135	2,295	14	295	2	206	16	501
10/1/2012	2,580	135	2,430	6	301	2	208	8	509
11/1/2012	2,580	135	2,565	0	301	1	209	1	510
12/1/2012	2,580	15	2,580	0	301	0	209	0	510

**North Lake Correctional Facility
 2,580 Beds - CDCR**

Executive Office	Non-Shift	Shift 1	Shift 2	Shift 3	Mandatory (M) Critical (C)
Warden	1.00				C
Deputy Warden	1.00				C
Executive Secretary	1.00				
HR Manager	1.00				
Personnel Specialist	1.00				
Personnel Clerk	1.00				
Quality Control Manager	1.00				
ACA Manager	1.00				
QCP / ACA Clerk	1.00				
Fire & Safety Manager	1.00				C
Grievance Manager	1.00				C
Assistant Grievance Manager	1.00				
Grievance Clerk	1.00				
Training Manager	1.00				C
Assistant Training Manager	1.00				
Training Clerk	1.00				
SUBTOTAL Executive Office	16.00				

Business / Support	Non-Shift	Shift 1	Shift 2	Shift 3	Mandatory (M) Critical (C)
Business Manager	1.00				
Assistant Business Manager	1.00				
Accountant	1.00				
Bookkeeper	1.00				
Administrative Clerk	1.00				
M.I.S. Manager	1.00				
Assistant M.I.S. Manager	1.00				
Payroll Clerk	2.00				
Inmate Banking Clerk	4.00				
Warehouse Supervisor	1.00				C
Warehouse Worker	1.00				
Switchboard Receptionist	1.00				
Mailroom Supervisor	1.00				C
Mailroom Clerk	3.00				
Laundry Manager	1.00				
Assistant Laundry Manager	1.00				
Commissary Supervisor (Contract)					C
Commissary Clerk (Contract)					
SUBTOTAL Business / Support	22.00				

Maintenance	Non-Shift	Shift 1	Shift 2	Shift 3	Mandatory (M) Critical (C)
Facility Maintenance Manager	1.00				C
Maintenance Technician	3.00				C (One)
Security Electronics Technician	1.00				
Plumbing Technician	2.00				C (One)
HVAC Technician	2.00				C (One)
Maintenance Clerk	1.00				
SUBTOTAL Maintenance	10.00				

Food Service	Non-Shift	Shift 1	Shift 2	Shift 3	Mandatory (M) Critical (C)
Food Services Manager	1.00				C
Production Manager	1.00				
Food Services Warehouse Superv	1.00				
Cook	1.00	4.00	4.00		C (Three P/S)
Food Services Clerk	1.00				
SUBTOTAL Food Service	5.00	4.00	4.00		

Health Care	Non-Shift	Shift 1	Shift 2	Shift 3	Mandatory (M) Critical (C)
Health Care Administrator (RN)	1.00				C
Nursing Supervisor	1.00				C
Physician (MD)	2.00				C
Psychiatrist (Contract) General Pop	0.50				C
Psychiatrist (Contract) CCCMS	0.50				C
Psychologist (PhD)	2.00				C
Licensed Social Worker-Gen Pop	2.00				C
Licensed Social Worker-CCCMS	3.00				C
Registered Nurse Practitioner	2.00				C
RN (Unit Nurses) General Pop	6.00				C
RN (Unit Nurses) CCCMS	1.00				C
RN (Main Clinic)		1.00	2.00	1.00	C (One P/S)
LPN (Unit Nurses)	7.00				C (Five)
LPN (Main Clinic)	2.00				C (One)
Certified Medication Aide		3.00	3.00		C (Two P/S)
Dentist (DDS)	3.00				C (Two)
Dental Hygienist	2.00				C (One)
Dental Assistant	3.00				C (Two)
Rec Therapist (CCCMS-ASU)	1.00				C
X-Ray Technician (Contract)	0.50				C
Admin Ass't/Scheduler/Consults	1.00				C
Admin Ass't (CCCMS-ASU)	0.50				C
Medical Records Clerk	4.00				C (One)
EMT		2.00	2.00	2.00	C (One P/S)
SUBTOTAL Health Care	45.00	6.00	7.00	3.00	

Programs	Non-Shift	Shift 1	Shift 2	Shift 3	Mandatory (M) Critical (C)
Assistant Warden - Programs	1.00				C
Jobs Coordinator	1.00				C
Classification Supervisor	1.00				
Assistant Classification Supervisor	1.00				
Classification/Case Counselor	19.00				C (Ten)
Chaplain/Volunteer Coordinator	1.00				C
Assistant Chaplain/Volunteer Coord	1.00				
Program/Education Director	1.00				C
Librarian	1.00				C
Library Aide	2.00				
Academic Instructor	8.00				C (Five)
Vocational Instructor	5.00				C (Three)
Life Skills Instructor	4.00				C (Two)
RDAP Director	1.00				C
RDAP Counselor	3.00				C (One)
RDAP Clerk	1.00				
Recreation Specialist	3.00				C (One)
Programs Clerk	3.00				
Records Supervisor	1.00				C
Assistant Records Supervisor	1.00				
Inmate Records Clerk	6.00				C (Three)
CDCR Clerk	1.00				C
SUBTOTAL Programs	66.00	0.00	0.00	0.00	

Security Supervisors	Non-Shift	Shift 1	Shift 2	Shift 3	Mandatory (M) Critical (C)
Assistant Warden-Security	1.00				C
Chief of Security	1.00				
Captain RVR	1.00				C
Captain		1.00	1.00	1.00	C
Shift Supervisor - Lieutenant		1.00	1.00	1.00	C
Gang Intelligence Lieutenant	1.00				C
Disciplinary Hearing Lt RVR	2.00				C (One)
Segregation Lieutenant	2.00				C
Assistant Shift Supervisor - Sergeant		3.00	3.00	3.00	C (Two)
Disciplinary Hearing Sgt RVR	4.00				C (Two)
Segregation Sergeant	1.00				C
Gang Intelligence Sergeant	1.00				C
Armory/Key Control Officer	1.00				C
K-9 Sergeant	1.00				C
Rec/Discharge/Transport Sgt	1.00				C
Security/Operations Clerk RVR	3.00				C (One)
Security/Operations Clerk	2.00				C (One)
SUBTOTAL Security Supervisors	22.00	5.00	5.00	5.00	

Correctional Officers	Non-Shift	Shift 1	Shift 2	Shift 3	Mandatory (M) Critical (C)
Central Control		2.00	2.00	2.00	M (One P/S)
Perimeter Patrol		2.00	2.00	2.00	M (Two P/S)
Infirmary Officer		1.00	1.00	1.00	M
Special Housing Unit (Control - 1)		1.00	1.00	1.00	M
Special Housing Unit (Control - 2)		1.00	1.00	1.00	M
Special Housing Unit (Officers)		4.00	4.00	3.00	M (Two P/S)
Housing Unit 1 (250 Beds)					
Housing Control Officer		1.00	1.00	1.00	M
Housing Officer		3.00	3.00	2.00	M (Two P/S)
Housing Unit 2 (250 Beds)					
Housing Control Officer		1.00	1.00	1.00	M
Housing Officer		3.00	3.00	2.00	M (Two P/S)
Housing Unit 3 (416 Beds)					
Housing Control Officer		1.00	1.00	1.00	M
Housing Officer		3.00	4.00	3.00	M (Two P/S)
Housing Unit 4 (416 Beds)					
Housing Control Officer		1.00	1.00	1.00	M
Housing Officer		3.00	4.00	3.00	M (Two P/S)
Housing Unit 5 (416 Beds)					
Housing Control Officer		1.00	1.00	1.00	M
Housing Officer		3.00	4.00	3.00	M (Two P/S)
Housing Unit 6 (416 Beds)					
Housing Control Officer		1.00	1.00	1.00	M
Housing Officer		3.00	4.00	3.00	M (Two P/S)
Housing Unit 7 (416 Beds)					
Housing Control Officer		1.00	1.00	1.00	M
Recreation Officer		3.00	4.00	3.00	M (Two P/S)
Support Security					
Recreation Officer		4.00	4.00		M (Two P/S)
Lobby Officer		1.00	1.00	1.00	
Escort / Utility Officer		3.00	3.00	3.00	M (Two P/S)
Corridor Officer		2.00	3.00	2.00	M (Two P/S)
Offender Property Officer	2.00				
Education Security Officer	2.00				M (One)
Visitation Officer	3.00				M (One)
Intake / Release Officer	3.00				M (One)
Transportation Officer	4.00				M (Two)
Food Service Officer		2.00	2.00		M (One P/S)
Gate Officer	1.00				M
SUBTOTAL Correctional Officers	15.00	51.00	57.00	42.00	

SUMMARY	Non-Shift	Shift 1	Shift 2	Shift 3
Executive Office	16.00	0.00	0.00	0.00
Business / Support	22.00	0.00	0.00	0.00
Maintenance	10.00	0.00	0.00	0.00
Food Service	5.00	4.00	4.00	0.00
Health Care	45.00	6.00	7.00	3.00
Programs	66.00	0.00	0.00	0.00
Security Supervisors	22.00	5.00	5.00	5.00
Correctional Officers	15.00	51.00	57.00	42.00
TOTAL	201.00	66.00	73.00	50.00

STATE OF CALIFORNIA

J. Clark Kelso, Receiver

PRISON HEALTH CARE SERVICES



Memorandum

DATE: September 5, 2008

TO: ALL CDCR STAFF

**SUBJECT: DISTRIBUTION OF INMATE DEATH REPORTING and REVIEW
POLICY, EFFECTIVE SEPTEMBER 5, 2008**

This memo is to notify you that the Death Reporting and Review policy for California Prison Health Care Services (CPHCS) is revised in concert with Judge Henderson's September 6, 2006, court order. These policies go into effect immediately.

The CPHCS Death Review Reporting and Review policy establishes the processes and procedures for reporting inmate deaths and the protocols for reviewing these deaths. Attached to the policy is a flowchart that provides a quick reference for reporting a death along with the approved forms that are to be completed to report a death.

The policies establish required reporting timelines and provide options that can be utilized to submit the required reports and information to the Death Review Unit to ensure that proper notification has been received from the institutions when a death has occurred.

The Death Review Unit processes the review of all inmate deaths. Each region is assigned an analyst to ensure that death reporting information is reviewed and processed according to the policy. The analysts in the Death Review Unit are available to provide support in the implementation of these policies. Their contact information is as follows:

Northern Region
Tess Rico, Analyst
(916) 323-2346

Central Region
Ming Chu, Analyst
(916) 327-0508

Southern Region
Pamela Rice, Analyst
(916) 445-1347

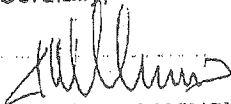
Any additional questions that you may have can be directed to Janai Sims, SSM I, Death Review Unit at (916) 324-6876.

I look forward to your continued commitment to ensuring the "Patient is the Priority" by reporting inmate deaths per the provisions contained in the Death Reporting and Review Policy.

Death Review and Reporting Policy
Page 2 of 2
September 5, 2008

Please ensure this policy is distributed to all staff, including those that do not have access to e-mail.

Cordially,



DWIGHT W. WINSLOW, M.D.
Chief Physician Executive
California Prison Health Care Services

Death Reporting and Review Policy

Division of Correctional Health Care Services

CHAPTER 7

Death Reporting and Review Policy

I. POLICY

All deaths of inmates/patients under the jurisdiction of the California Department of Corrections and Rehabilitation (CDCR) shall be reported and reviewed in a timely manner. Appropriate actions shall be taken to address deficiencies in care.

The Chief Physician Executive has the overall responsibility for ensuring the timely and appropriate review and follow-up of each inmate/patient death, and for ensuring compliance with the policies and procedures related to inmate/patient death reporting and review.

II. PURPOSE

- To reduce the incidence of preventable death, injury, and suffering.
- To evaluate the overall quality of health care provided.
- To identify opportunities for improvement.
- To implement corrective measures locally and system wide.
- To allow for statistical analysis for the purpose of improving the delivery of health care throughout the system.

III. PROCEDURE

A. DEATH REPORTING and DOCUMENT SUBMISSION

1) Initial Inmate Death Report – 7229 A&B

When an inmate-patient dies, the institution Chief Medical Officer (CMO) shall:

- Notify all institution Department Heads within the institution (Warden, Health Care Manager [HCM], Director of Nursing [DON] Chief of Mental Health, if applicable).
- Notify the Death Review Analyst (DRA) at Central Office, Division of Correctional Health Care Services (DCHCS) by 8:00 a.m. the day after the inmate death. Fax the below documents to the DRA. Notification shall be sent via fax to (916) 323-2458 or by email to DeathReviewUnit@cdcr.ca.gov.

Initial Inmate Death Report:

7229 A – (for all inmate deaths - Attachment I)

7229 B – (for all Suicides in addition to the 7229A – Attachment II)

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Death Reporting and Review Policy

Division of Correctional Health Care Services

B. DAILY AND WEEKLY DEATH REPORTING - CENTRAL OFFICE

The DRA shall compile a list of all reported deaths daily. The DRA shall send a daily report by 9:00 a.m. each business day to the Chief Physician Executive, Regional Medical and Nursing Directors, and to the Office of the Receiver by 10:00 a.m. every Friday, the DRA will issue a summary report of all deaths occurring that week to the Chief Physician Executive, Regional Medical and Nursing Directors, Regional Administrators and to the Office of the Receiver.

C. DEATH REVIEW

The DRA shall assign a Medical Death Reviewer to perform an in-depth evaluation of the death. The Reviewer assigned shall be a Mid-level Provider or Physician who is approved by the Chief Physician Executive to perform death reviews. The Reviewer cannot evaluate the case if they have provided care to the inmate/patient within 48-hours prior to the death.

The Reviewer shall prepare a detailed case summary utilizing the most recent version of the Death Review Summary Template. The Medical Death Review shall be completed within 10 weeks from the date of death. The Reviewer shall consider, at a minimum, the Unit Health Record (UHR), outside hospital records, and autopsy/coroner's report. The Reviewer shall identify problems with clinical care, policy, or procedure. Upon completion, the Reviewer shall electronically submit the Death Review Summary to the DRA. The DRA will schedule the presentation of the Review to the Death Review Committee.

For any suicide, the DRA shall provide Mental Health Services a copy of the completed Death Review Summary.

D. ROLE OF THE DRA

The DRA is the central point of contact to receive, route, track, coordinate and file information in a timely manner from the initial death reporting until the death review is completed and the case is closed. The DRA is responsible for tracking the status of each inmate/patient death reporting and review. The DRA shall be responsible for compiling all records and will provide all documentation to the Medical Death Reviewer.

E. DEATH REVIEW COMMITTEE

Purpose:

The Death Review Committee shall meet regularly for the purpose of:

- Evaluating the health care provided to inmate/patients who have died.

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Death Reporting and Review Policy

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- Identifying deficiencies in care.
- Taking action to improve care.

Members:

The Death Review Committee shall be composed of the following persons:

- Chief Physician Executive or designee, Chairperson
- Correctional Administrator, Co-Chairperson
- Regional Medical Directors
- Regional Director of Nursing
- Division of Adult Institutions Representative
- Others as determined by the Chairperson

F. CORRECTIVE ACTION PLANS

At each meeting, the Death Review Committee shall review the problems that are identified in the Death Review Summary and order appropriate action. If a problem cannot be addressed by referral to the Peer Review Sub-Committee, Nursing Practice Review, the Division of Adult Institutions, or the Office of Internal Affairs, the Death Review Committee may order a Corrective Action Plan (CAP).

When a CAP is ordered by the Death Review Committee, the Regional Medical Director and Regional Director of Nursing shall consider existing CAP's, clinical initiatives, and clinical policies. If the Regional Medical Director and Regional Director of Nursing conclude that the CAP's goals can be met by existing statewide initiatives, a previously-issued CAP, or current clinical policy, the request for a CAP will be sent back to the Death Review Committee Chair. If needed the Regional Medical Director and Regional Director of Nursing will assign responsibility to develop, implement, and report the progress on the CAP. Timelines for the CAP will be determined by the Regional Medical and Nursing Directors in collaboration with the responsible staff at the institution. The CAP must be reviewed and approved by the Regional Medical Director and Regional Director of Nursing before implementation.

The responsible individual(s) at the institution shall prepare a follow up report regarding the corrective action(s) recommended by the Death Review Committee. All appropriate supporting documentation confirming these actions have been taken (i.e., a syllabus and sign in sheets from any training provided to staff, non-confidential documentation of any disciplinary action taken and any other appropriate documentation) shall be attached to this report. The responsible staff shall sign the report along with the CMO, the DON, and the HCM, and if applicable, the Warden or Chief Psychiatrist shall sign this report. The institution shall retain a copy of the report and forward the original to the DRA. The report is due within thirty (30) days following the implementation of the required corrective action.

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A copy of the follow up report shall be forwarded to the respective Regional Administrator, Regional Medical Director and Regional Director of Nursing.

G. REPORTING / STATISTICAL DEATH REPORTS

Quarterly Statistical Death Reports shall be generated by the DRA and provided to the Chief Physician Executive, Office of the Receiver, Director, DCHCS, Regional Medical Directors, Regional Directors of Nursing, and Regional Administrators.

H. REPORTING / DEPARTMENT OF JUSTICE STATE AND FEDERAL

Each institution shall report in writing to the California Attorney General (DOJ) within ten (10) days after the death, all facts in their possession concerning the death, in compliance with Government Code Section 12525.

The following reports and records shall be delivered to the Department of Justice, Criminal Justice Statistics Center, Death in Custody Unit, P.O. Box 903427, Sacramento, CA 94203-4270:

- DOJ Form, CJSC 713 (Rev. 11/05)
- Complete incident report or report of death, as applicable
- Completed copy of the death certificate
- Fingerprint card (two sets)
- Coroner's report, if applicable

For questions, contact the Death in Custody Unit, DOJ, at (916) 227-3549.

Per the federal *Death in Custody Reporting Act of 2000*, the DRA shall prepare and provide on a quarterly basis to the United States Department of Justice (USDOJ), a report that directly correlates with and answers all questions required on USDOJ Forms NPS-4 and NPS-4A (Rev. 2-20-08) for each inmate death; including deaths under our jurisdiction housed in a State-operated correctional facility in another State or Federal facility.

The data must be submitted within 60 days of the end of each quarter to the U.S. Census Bureau, Governments Division, CJSB, 4600 Silver Hill Road, Washington DC 20233-6800.

For questions, contact U.S. Census Bureau toll free at 1-800-253-2078.

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Division of Correctional Health Care Services

2) Incident Report – 837 A, B, & C

When an inmate-patient dies, the institution Warden shall:

- Within 7 calendar days of the inmate death fax the below custody documents to the DRA. Notification shall be sent via fax to (916) 323-2458 or by email to DeathReviewUnit@cdcr.ca.gov.

Incident Reports:

CDCR Form 837-A - (Attachment III)

CDCR Form 837-B - (Attachment IV)

CDCR Form 837-C - (suicide deaths in addition to 837 A&B - Attachment V)

3) Unit Health Record (UHR)

When an inmate-patient dies, the institution CMO shall:

- Within 14 calendar days ensure that a copy of the following UHR documents are sent to the DRA. The UHR records shall be sent via fax to (916) 323-2458, by email to DeathReviewUnit@cdcr.ca.gov, or overnight mail to:
California Department of Corrections and Rehabilitation

Plata Support Division
Death Review Unit
520 I Street, Suite 315
Sacramento, CA 95812

Unit Health Record:

- UHR from 12 months prior to inmate death (non-suicide)
- Entire UHR (suicide only or special request)
- Correctional Treatment Center records, if applicable
- Community Emergency Medical Services (EMS) generated documents, if applicable
- Outside Hospital documents, if applicable
- Emergency Care flow sheets, if applicable
- CDCR Form 7219, if applicable

If the required documents are not submitted within the required time, the DRA shall notify the respective Regional Clinical Support Unit CMO requesting assistance with document acquisition.

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Death Reporting and Review Policy

Division of Correctional Health Care Services

IV REVISIONS

The Chief Physician Executive or designee shall be responsible for ensuring the contents of this policy are current and accurate.

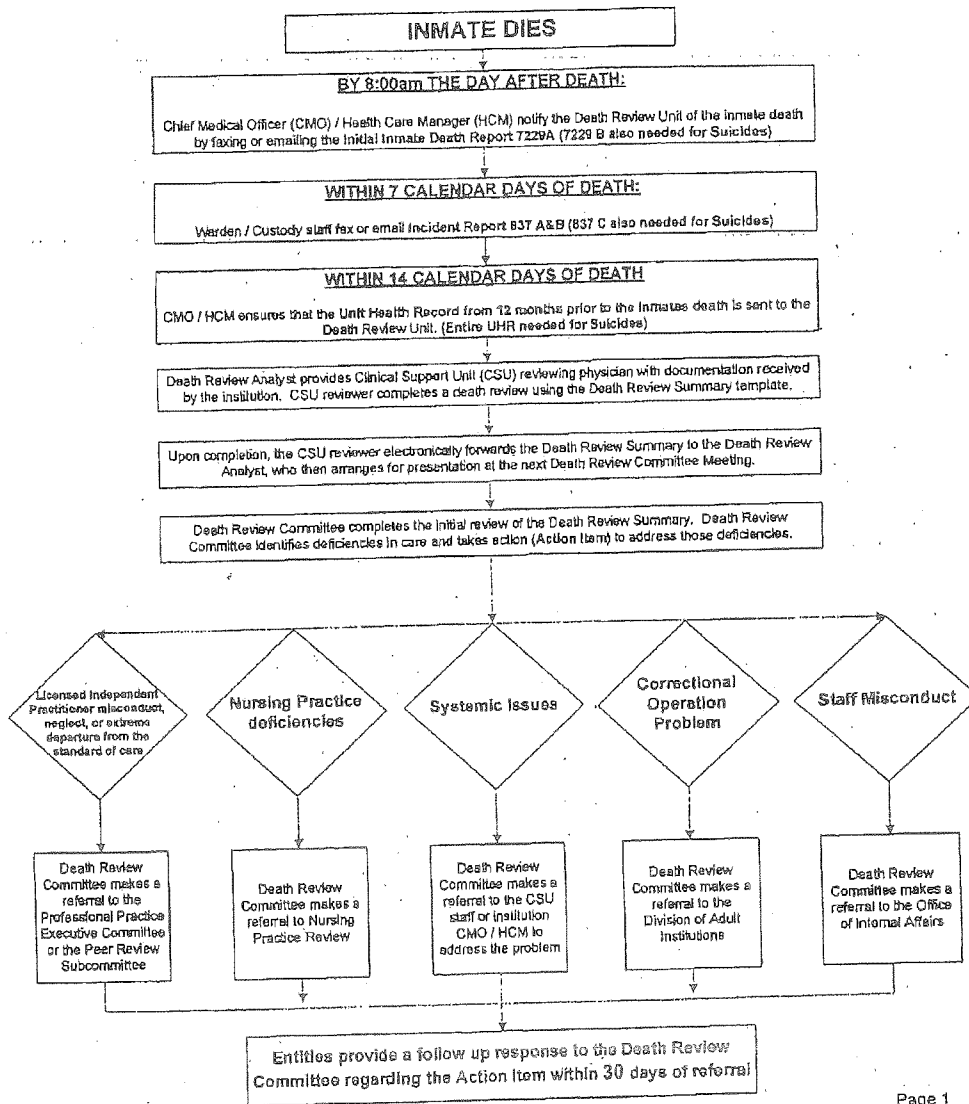
V. AUTHORITY

California Code of Regulations, Title 15, Section 3365
Department Operations Manual, Article 7, Subsection 51070.1 through 51070.20
Government Code Section 12525
Federal Death in Custody Reporting Act of 2000 (PL 106-297)
Penal Code Sections 5058 and 5021

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Death Reporting and Review Policy **Division of Correctional Health Care Services**

Flowchart - Death Reporting and Review Policy (7/9/08)



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Death Reporting and Review Policy

Division of Correctional Health Care Services

Attachments

- 1) Attachment I – Initial Inmate Death Report-7229A
- 2) Attachment II – Initial Inmate Death Report-7229B
- 3) Attachment III – Incident Report-837A
- 4) Attachment IV – Incident Report-837B
- 5) Attachment V – Incident Report-837C

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INITIAL INMATE DEATH REPORT – 7229A

Page ____ of ____ Please type or print legibly

Complete and fax by 8:00am the day following the date of death

Date of Death:		Time of Death:		Place of Death: (where death was pronounced)			
Name of Deceased (Last, First, Middle):			GDC Number:		DOB		<input type="checkbox"/> male <input type="checkbox"/> female
Ethnicity: <input type="checkbox"/> white <input type="checkbox"/> black <input type="checkbox"/> Hispanic <input type="checkbox"/> native Am. <input type="checkbox"/> Asian <input type="checkbox"/> other <input type="checkbox"/> unknown							
Type of Death: <input type="checkbox"/> accident <input type="checkbox"/> homicide <input type="checkbox"/> suicide <input type="checkbox"/> natural, expected <input type="checkbox"/> natural, unexpected <input type="checkbox"/> unknown							
Last Health Care Contact: <input type="checkbox"/> same day <input type="checkbox"/> < 7 days <input type="checkbox"/> < 30 days <input type="checkbox"/> < 3 months <input type="checkbox"/> > 3 months							
Autopsy requested: <input type="checkbox"/> yes <input type="checkbox"/> no				Outside Medical Facility Records requested: <input type="checkbox"/> yes <input type="checkbox"/> no			
PROVISIONAL IMMEDIATE CAUSE OF DEATH: Enter the disease, injuries, or complications that in your opinion are likely to have caused the death. It is acceptable to use the word "probable" or "unknown". <u>Do not enter as cause of death the mode of dying</u> , such as cardiac or respiratory arrest, shock, or heart failure.							
UNDERLYING CONDITIONS: _____							
OTHER SIGNIFICANT CONDITIONS: (more than one may be listed here) _____							
RESUSCITATION ATTEMPTED: <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> DNR status <input type="checkbox"/> unknown Describe resuscitation efforts: include persons involved, drugs administered, CPR, intubation, Defibrillation, time frames, Attach resuscitation records. _____							
PRELIMINARY SUMMARY: Where was the inmate found? Where did the terminal event occur? Who notified medical staff? Who evaluated the patient initially? Attach Form 7219 if applicable.							
Relevant details of any treatment at the institution immediately preceding death or transfer, including medications, their route, amount and frequency. _____							
Details of any treatment at an outside medical facility preceding death, include dates of transfer, procedures, level of care. _____							
Pertinent history and other information contained in the health record. Attach separate page if more space is needed. _____							
PHYSICIAN COMPLETING FORM:			INSTITUTION:		PHONE NUMBER:		
PHYSICIAN'S SIGNATURE:			DATE SIGNED:		HCM/CMO INITIALS:		
Distribution: 1. Warden 2. Health Care Manager or Chief Medical Officer 3. Coroner's Office 4. Death Review Coordinator (fax 916-323-2458)							
STATE OF CALIFORNIA			Form 7229A		DEPARTMENT OF CORRECTIONS AND REHABILITATION		

INITIAL INMATE DEATH REPORT CDCR 7229 B – INMATE SUICIDE

(not to be included in the Inmate's Unit Health Record – UHR)

Please type or print legibly

1. Inmate Name: _____ CDC#: _____
2. Act leading to death / Date: _____ Time: _____ Place: _____
 Method: _____
3. Date of arrival at Institution: _____ Last Housing Unit: _____
4. Was inmate in MH Program? Yes () No ()
 If yes, level of care: CCMS _____ EOP _____ MHCB _____ Referred to DMH _____
5. If admitted to Crisis Bed, status on admission: Danger to self () Danger to Others ()
 Low-Functioning () Other () Specify: _____
6. Diagnosis, if any: Axis I: 1 _____ 2 _____
 Axis II: _____ Axis III: _____
 Axis IV: _____ Axis V: _____
 Problem behaviors exhibited: _____
7. Was inmate considered a suicide risk? Yes () No ()
8. Was inmate on Suicide Precautions? _____ Watch _____ Other type of observation _____
9. Any recent (within the last 3 months) suicidal gesture or attempt noted in chart?
 Yes () No () Describe: _____
10. Past History of Suicide Attempts? Yes () No () Describe: _____
11. Did treatment involve use of psychotropic medications? Yes () No ()
12. Did patient refuse medications? Yes () No ()
13. Were procedures started to medicate patient involuntarily per Keyhea? Yes () No ()
14. Were emergency procedures following suicidal act prompt? Yes () No ()
15. Did emergency procedures include Cardiopulmonary Resuscitation (CPR) or
 Advanced Cardiac Life Support (ACLS)? Yes () No () By whom? C/O _____ MTA
 _____ PT _____ RN _____ MD _____ Problems with Resuscitation? _____
16. Psychosocial factors, if any, that precipitated suicidal behavior? Receiving a CDC
 115 disposition / penalty () Receiving Bad News () Three Strikes () Other ()
 Specify: _____
17. Date of last Mental Health staff contact prior to suicidal act: _____
18. Last seen by Psychiatrist () Psychologist () Social Worker () Psych Tech () Other ()
19. Staff assigned to complete Psychological Autopsy _____
20. Additional Information: _____

Reviewed by HCM: Signature _____ Date _____

INSTITUTION:		CDC NUMBER, NAME (LAST, FIRST, MI) AND DATE OF BIRTH:	
NAME & TITLE OF PERSON COMPLETING FORM:			
TELEPHONE NUMBER:	DATE:		
INMATE DEATH REPORT / SUICIDE CDC 7229 B (3/97)			

STATE OF CALIFORNIA
CRIME / INCIDENT REPORT
PART A - COVER SHEET
 CDCR 837-A (REV. 10/06)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page _____ of _____		INCIDENT LOG NUMBER	INCIDENT DATE	INCIDENT TIME
INSTITUTION	FACILITY	FACILITY LEVEL <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> RC <input type="checkbox"/> III <input type="checkbox"/> IV	INCIDENT SITE	LOCATION
PROGRAM		AD/SEG YARD	USE OF FORCE:	
SPECIFIC CRIME / INCIDENT		<input type="checkbox"/> CCR <input type="checkbox"/> PC <input type="checkbox"/> N/A NUMBER / SUBSECTION		
D.A. REFERRAL ELIGIBLE <input type="checkbox"/> Yes <input type="checkbox"/> No		CRISIS RESPONSE TEAM ACTIVATED <input type="checkbox"/> Yes <input type="checkbox"/> No		MUTUAL AID <input type="checkbox"/> Yes <input type="checkbox"/> No
RELATED TO OTHER INCIDENTS				
DEATH	CAUSE OF DEATH		ASSAULT / BATTERY	TYPE OF ASSAULT / BATTERY
<input type="checkbox"/> N/A <input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	<input type="checkbox"/> N/A <input type="checkbox"/> ACCIDENTAL <input type="checkbox"/> EXECUTION <input type="checkbox"/> HOMICIDE <input type="checkbox"/> SUICIDE		<input type="checkbox"/> N/A <input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	<input type="checkbox"/> N/A <input type="checkbox"/> BEATING <input type="checkbox"/> GASSING <input type="checkbox"/> POISONING <input type="checkbox"/> SEXUAL <input type="checkbox"/> SHOOTING
<input type="checkbox"/> OVERDOSE <input type="checkbox"/> NATURAL <input type="checkbox"/> UNKNOWN OTHER:		<input type="checkbox"/> SLASHING <input type="checkbox"/> SPEARING <input type="checkbox"/> STABBING <input type="checkbox"/> STRANGLING <input type="checkbox"/> OTHER		
SERIOUS INJURY	INMATE WEAPONS		TYPE OF WEAPON / SHOTS FIRED / FORCE	
<input type="checkbox"/> N/A <input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	TYPE: <input type="checkbox"/> CHEMICAL SUBSTANCE <input type="checkbox"/> CLUB / BLUDGEON <input type="checkbox"/> EXPLOSIVE <input type="checkbox"/> FIREARM <input type="checkbox"/> HANDS / FEET <input type="checkbox"/> KNIFE <input type="checkbox"/> PROJECTILE <input type="checkbox"/> SPEAR <input type="checkbox"/> SLASHING INSTRUMENT: (TYPE) <input type="checkbox"/> STABBING INSTRUMENT: (TYPE) <input type="checkbox"/> OTHER: <input type="checkbox"/> BODILY FLUID <input type="checkbox"/> OTHER FLUID <input type="checkbox"/> UNKNOWN LIQUID		<input type="checkbox"/> N/A WEAPON: <u>WARNING EFFECT:</u> <u>BATON ROUND</u> <input type="checkbox"/> MINI 14 _____ <u>TYPE / NO:</u> <input type="checkbox"/> .38 CAL _____ <input type="checkbox"/> WOOD <input type="checkbox"/> 9MM _____ <input type="checkbox"/> RUBBER <input type="checkbox"/> SHOTGUN _____ <input type="checkbox"/> FOAM <input type="checkbox"/> LAUNCHER _____ <u>STINGER:</u> <input type="checkbox"/> 37MM _____ <input type="checkbox"/> .32 (A) <input type="checkbox"/> L5 _____ <input type="checkbox"/> .60 (B) <input type="checkbox"/> 40MM _____ <u>EXACT IMPACT:</u> <input type="checkbox"/> 40 MM MULTI _____ <input type="checkbox"/> CTS 4557 <input type="checkbox"/> HFWR5 _____ <input type="checkbox"/> XM 1006 <u>FORCE:</u> <input type="checkbox"/> EXPANDABLE BATON <input type="checkbox"/> PHYSICAL FORCE <u>CHEMICAL / TYPE:</u> <input type="checkbox"/> X10 <input type="checkbox"/> OC <input type="checkbox"/> OTHER <input type="checkbox"/> CN <input type="checkbox"/> CS	
ESCAPES	<input type="checkbox"/> N/A <input type="checkbox"/> W / FORCE <input type="checkbox"/> W/O FORCE <input type="checkbox"/> ATTEMPTED		<input type="checkbox"/> N/A <input type="checkbox"/> EMPLOYEE JOB ACTION <input type="checkbox"/> SPECIAL INTEREST I/M <input type="checkbox"/> ENVIRONMENTAL HAZARD <input type="checkbox"/> WEATHER <input type="checkbox"/> EXPLOSION <input type="checkbox"/> SEARCH WARRANT <input type="checkbox"/> FIRE <input type="checkbox"/> ARREST <input type="checkbox"/> GANGS/DISRUPTIVE GROUP <input type="checkbox"/> OTHER: <input type="checkbox"/> HOSTAGE <input type="checkbox"/> INMATE STRIKE <input type="checkbox"/> MAJOR DISTURBANCE <u>EXTRACTION</u> <input type="checkbox"/> MAJOR POWER OUTAGE <input type="checkbox"/> N/A <input type="checkbox"/> NATURAL DISASTER <input type="checkbox"/> CALCULATED <input type="checkbox"/> PUBLIC DEMONSTRATION <input type="checkbox"/> EMERGENCY	
CONTROLLED SUBSTANCE	WEIGHT	PROGRAM STATUS	EXCEPTIONAL ACTIVITY	
<input type="checkbox"/> N/A <input type="checkbox"/> POSITIVE UA <input type="checkbox"/> CONTROLLED SUBSTANCE <input type="checkbox"/> AMPHETAMINE <input type="checkbox"/> BARBITURATES <input type="checkbox"/> COCAINE <input type="checkbox"/> CODEINE <input type="checkbox"/> HEROIN <input type="checkbox"/> MARIJUANA / THC <input type="checkbox"/> METHAMPHETAMINE <input type="checkbox"/> MORPHINE <input type="checkbox"/> OTHER:	<input type="checkbox"/> WITH PACKAGING <input type="checkbox"/> W/O PACKAGING PRELIMINARY LAB	<input type="checkbox"/> N/A <input type="checkbox"/> MODIFIED PROGRAM <input type="checkbox"/> LOCKDOWN <input type="checkbox"/> STATE OF EMERGENCY <input type="checkbox"/> OTHER LIST AFFECTED PROGRAMS		

BRIEF DESCRIPTION OF INCIDENT (ONE OR TWO SENTENCES)

COMPLETE SYNOPSIS / SUMMARY ON PART A1

NAME OF REPORTING STAFF (PRINT/TYPED)	TITLE	ID#	BADGE #
SIGNATURE OF REPORTING STAFF	PHONE EXT. INCIDENT SITE	DATE	
NAME OF WARDEN / AOD (PRINT / SIGN)	TITLE	DATE	

STATE OF CALIFORNIA
CRIME / INCIDENT REPORT
PART A1 - SUPPLEMENT
CDCR 837-A1 (REV. 10/06)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page _____ of _____		INCIDENT LOG NUMBER	
INSTITUTION	FACILITY	INCIDENT DATE	INCIDENT TIME
TYPE OF INFORMATION:			
<input type="checkbox"/> SYNOPSIS/SUMMARY OF INCIDENT	<input checked="" type="checkbox"/> SUPPLEMENTAL INFORMATION	<input checked="" type="checkbox"/> AMENDED INFORMATION	<input checked="" type="checkbox"/> CLOSURE REPORT

CHECK IF NARRATIVE IS CONTINUED ON ADDITIONAL A1

NAME OF REPORTING STAFF (PRINT/TYPE)	TITLE	ID#	BADGE #
SIGNATURE OF REPORTING STAFF	PHONE EXT.	INCIDENT SITE:	DATE
NAME OF WARDEN / AOD (PRINT/ SIGN)	TITLE		DATE

STATE OF CALIFORNIA
CRIME / INCIDENT REPORT
PART B1 - INMATE
 CDCR 837-B1 (REV. 10/06)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page ____ Of ____

INSTITUTION		FACILITY		INCIDENT LOG NUMBER					
NAME: LAST FIRST MI CDC # SEX ETHNICITY FBI # CII #									
PARTICIPANT	CLASS SCORE	PVRTC	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	RELEASE Date Type	EXTRACTION	DOB	HOUSING
<input type="checkbox"/> VICTIM		<input type="checkbox"/> YES					<input type="checkbox"/> YES		
<input type="checkbox"/> SUSPECT		<input type="checkbox"/> NO					<input type="checkbox"/> NO		
<input type="checkbox"/> WITNESS									
INMATE LEVEL		CCCMS		EOP		DMH		COMMITMENT OFFENSE	
<input type="checkbox"/> N/A		<input type="checkbox"/> MHCBS		<input type="checkbox"/> DDP		<input type="checkbox"/> DPP		COUNTY OF COMMITMENT	
DESCRIPTION OF INJURIES							Injury Location - Cause - Force Used		
<input type="checkbox"/> N/A		<input type="checkbox"/> TREATED AND RELEASED		<input type="checkbox"/> HOSPITALIZED		NAME/LOCATION OF HOSP/TREATMENT FACILITY			
<input type="checkbox"/> DECEASED DATE				<input type="checkbox"/> REFUSED TREATMENT		<input type="checkbox"/> N/A			
Reason For Death		Is There Serious Injury		PRISON GANG / DISRUPTIVE GROUP:		VALIDATED / ASSOCIATED			
		<input type="checkbox"/> YES		<input type="checkbox"/> N/A		<input type="checkbox"/> VALIDATED			
		<input type="checkbox"/> NO				<input type="checkbox"/> ASSOCIATED			
NAME: LAST FIRST MI CDC # SEX ETHNICITY FBI # CII #									
PARTICIPANT	CLASS SCORE	PVRTC	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	LWOP	EXTRACTION	DOB	HOUSING
<input type="checkbox"/> VICTIM		<input type="checkbox"/> YES					<input type="checkbox"/> YES		
<input type="checkbox"/> SUSPECT		<input type="checkbox"/> NO					<input type="checkbox"/> NO		
<input type="checkbox"/> WITNESS									
INMATE LEVEL		CCCMS		EOP		DMH		COMMITMENT OFFENSE	
<input type="checkbox"/> N/A		<input type="checkbox"/> MHCBS		<input type="checkbox"/> DDP		<input type="checkbox"/> DPP		COUNTY OF COMMITMENT	
DESCRIPTION OF INJURIES							Injury Location - Cause - Force Used		
<input type="checkbox"/> N/A		<input type="checkbox"/> TREATED AND RELEASED		<input type="checkbox"/> HOSPITALIZED		NAME/LOCATION OF HOSP/TREATMENT FACILITY			
<input type="checkbox"/> DECEASED DATE				<input type="checkbox"/> REFUSED TREATMENT		<input type="checkbox"/> N/A			
Reason For Death		Is There Serious Injury		PRISON GANG / DISRUPTIVE GROUP:		VALIDATED / ASSOCIATED			
		<input type="checkbox"/> YES		<input type="checkbox"/> N/A		<input type="checkbox"/> VALIDATED			
		<input type="checkbox"/> NO				<input type="checkbox"/> ASSOCIATED			
NAME: LAST FIRST MI CDC # SEX ETHNICITY FBI # CII #									
PARTICIPANT	CLASS SCORE	PVRTC	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	LWOP	EXTRACTION	DOB	HOUSING
<input type="checkbox"/> VICTIM		<input type="checkbox"/> YES					<input type="checkbox"/> YES		
<input type="checkbox"/> SUSPECT		<input type="checkbox"/> NO					<input type="checkbox"/> NO		
<input type="checkbox"/> WITNESS									
INMATE LEVEL		CCCMS		EOP		DMH		COMMITMENT OFFENSE	
<input type="checkbox"/> N/A		<input type="checkbox"/> MHCBS		<input type="checkbox"/> DDP		<input type="checkbox"/> DPP		COUNTY OF COMMITMENT	
DESCRIPTION OF INJURIES							Injury Location - Cause - Force Used		
<input type="checkbox"/> N/A		<input type="checkbox"/> TREATED AND RELEASED		<input type="checkbox"/> HOSPITALIZED		NAME/LOCATION OF HOSP/TREATMENT FACILITY			
<input type="checkbox"/> DECEASED DATE				<input type="checkbox"/> REFUSED TREATMENT		<input type="checkbox"/> N/A			
Reason For Death		Is There Serious Injury		PRISON GANG / DISRUPTIVE GROUP:		VALIDATED / ASSOCIATED			
		<input type="checkbox"/> YES		<input type="checkbox"/> N/A		<input type="checkbox"/> VALIDATED			
		<input type="checkbox"/> NO				<input type="checkbox"/> ASSOCIATED			

STATE OF CALIFORNIA
CRIME / INCIDENT REPORT
PART B2 - STAFF
 CDCR 837-B2 (REV. 10/06)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page ____ of ____

INSTITUTION		FACILITY		INCIDENT LOG NUMBER					
NAME: LAST		FIRST		MI	TITLE		SEX	ETHNICITY	RDO'S
PARTICIPANT		BADGE #	ID #	POST ASSIGN #		POSITION			
<input checked="" type="checkbox"/> N/A									
<input type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY		<input checked="" type="checkbox"/> N/A		<input checked="" type="checkbox"/> TREATED AND RELEASED		USED FORCE		PROCESSED EVIDENCE	
Reason For Death		<input checked="" type="checkbox"/> REFUSED TREATMENT		<input checked="" type="checkbox"/> HOSPITALIZED		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input checked="" type="checkbox"/> DECEASED DATE		TYPE OF FORCE:					
		Is There Serious Injury		<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes					
NAME: LAST		FIRST		MI	TITLE		SEX	ETHNICITY	RDO'S
PARTICIPANT		BADGE #	ID #	POST ASSIGN #		POSITION			
<input checked="" type="checkbox"/> N/A									
<input checked="" type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY		<input checked="" type="checkbox"/> N/A		<input checked="" type="checkbox"/> TREATED AND RELEASED		USED FORCE		PROCESSED EVIDENCE	
Reason For Death		<input checked="" type="checkbox"/> REFUSED TREATMENT		<input checked="" type="checkbox"/> HOSPITALIZED		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input checked="" type="checkbox"/> DECEASED DATE		TYPE OF FORCE:					
		Is There Serious Injury		<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes					
NAME: LAST		FIRST		MI	TITLE		SEX	ETHNICITY	RDO'S
PARTICIPANT		BADGE #	ID #	POST ASSIGN #		POSITION			
#Name?		#Name?	ID #	#Name?		#Name?			
<input checked="" type="checkbox"/> N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION:									
<input checked="" type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY		<input checked="" type="checkbox"/> N/A		<input checked="" type="checkbox"/> TREATED AND RELEASED		USED FORCE		PROCESSED EVIDENCE	
Reason For Death		<input checked="" type="checkbox"/> REFUSED TREATMENT		<input checked="" type="checkbox"/> HOSPITALIZED		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input checked="" type="checkbox"/> DECEASED DATE		TYPE OF FORCE:					
		Is There Serious Injury		<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes					
NAME: LAST		FIRST		MI	TITLE		SEX	ETHNICITY	RDO'S
PARTICIPANT		BADGE #	ID #	POST ASSIGN #		POSITION			
<input checked="" type="checkbox"/> N/A DESCRIPTION OF INJURIES, LOCATION AND CAUSE:									
<input checked="" type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY		<input checked="" type="checkbox"/> N/A		<input checked="" type="checkbox"/> TREATED AND RELEASED		USED FORCE		PROCESSED EVIDENCE	
Reason For Death		<input checked="" type="checkbox"/> REFUSED TREATMENT		<input checked="" type="checkbox"/> HOSPITALIZED		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input checked="" type="checkbox"/> DECEASED DATE		TYPE OF FORCE:					
		Is There Serious Injury		<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes					

STATE OF CALIFORNIA
CRIME / INCIDENT REPORT
PART B3 - VISITOR, OTHER
 CDCR 837-B3 (REV. 10/08)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page ____ of ____

INSTITUTION	FACILITY	INCIDENT LOG NUMBER
-------------	----------	---------------------

FIRST-POWER/MENTAL/DISEASE

NAME: LAST	FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
------------	-------	----	---------------------	-----	-----------

N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION

PARTICIPANT	Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> NAME/ LOCATION OF HOSP/ TREAT FACILITY Type Of Death
PARTICIPANT TYPE	<input checked="" type="radio"/> No <input type="radio"/> Yes		

NAME: LAST	FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
------------	-------	----	---------------------	-----	-----------

N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION

PARTICIPANT	Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input checked="" type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> NAME/ LOCATION OF HOSP/ TREAT FACILITY Type Of Death
PARTICIPANT TYPE	<input type="radio"/> No <input checked="" type="radio"/> Yes		

NAME: LAST	FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
------------	-------	----	---------------------	-----	-----------

N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION

PARTICIPANT	Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input checked="" type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> NAME/ LOCATION OF HOSP/ TREAT FACILITY Type Of Death
PARTICIPANT TYPE	<input type="radio"/> No <input checked="" type="radio"/> Yes		

NAME: LAST	FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
------------	-------	----	---------------------	-----	-----------

N/A DESCRIPTION OF INJURIES

PARTICIPANT	Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input checked="" type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> NAME/ LOCATION OF HOSP/ TREAT FACILITY Type Of Death
PARTICIPANT TYPE	<input type="radio"/> No <input checked="" type="radio"/> Yes		

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

**CRIME / INCIDENT REPORT
 PART C - STAFF REPORT**

CD CR 837-C (REV. 10/08)

Page _____ of _____

INCIDENT LOG NUMBER _____

NAME: LAST		FIRST		MI	INCIDENT DATE	INCIDENT TIME
POST #	POSITION	YEARS OF SERVICE YR. MO.	DATE OF REPORT	LOCATION OF INCIDENT		
RDO's	DUTY HOURS	DESCRIPTION OF CRIME / INCIDENT			CCR SECTION / RULE	
YOUR ROLE		WITNESSES (PREFACE S-STAFF, V-VISITOR, O-OTHER)		INMATES (PREFACE S-SUSPECT, V-VICTIM, W-WITNESSES)		
<input type="checkbox"/> PRIMARY <input type="checkbox"/> RESPONDER <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> CAMERA <input type="checkbox"/> SCRIBE						
FORCE USED BY YOU		FORCE USED BY YOU - TYPE OF WEAPON / SHOTS FIRED / FORCE				
<input type="checkbox"/> N/A <input type="checkbox"/> WEAPON <input type="checkbox"/> PHYSICAL <input type="checkbox"/> CHEMICAL <input type="checkbox"/> NONE		<input type="checkbox"/> N/A WEAPON: <input type="checkbox"/> MINI 14 <input type="checkbox"/> .38 CAL <input type="checkbox"/> 9MM <input type="checkbox"/> SHOTGUN <input type="checkbox"/> X10 <input type="checkbox"/> OTHER FORCE NOT LISTED	WARNING _____ EFFECT: _____	LAUNCHER: <input type="checkbox"/> 37MM <input type="checkbox"/> LB <input type="checkbox"/> 40MM <input type="checkbox"/> 40 MM MULTI <input type="checkbox"/> HFWS	EFFECT#: _____	CHEMICAL TYPE: <input type="checkbox"/> N/A <input type="checkbox"/> OC <input type="checkbox"/> CN <input type="checkbox"/> CS <input type="checkbox"/> OTHER
FORCE OBSERVED BY YOU		EVIDENCE DESCRIPTION		EVIDENCE DESCRIPTION		BIO HAZARD <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> N/A <input type="checkbox"/> WEAPON <input type="checkbox"/> PHYSICAL <input type="checkbox"/> CHEMICAL <input type="checkbox"/> NONE		<input type="checkbox"/> N/A		<input type="checkbox"/> N/A		PPE <input type="checkbox"/> Yes <input type="checkbox"/> No
EVIDENCE COLLECTED BY		DESCRIPTION OF INJURY		LOCATION TREATED (HOSPITAL / CLINIC)		FLUID EXPOSURE <input type="checkbox"/> BODILY <input type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER _____
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> N/A		<input type="checkbox"/> N/A		<input type="checkbox"/> N/A
REPORTING STAFF INJURED						SCIF 33013087 COMPLETED <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No						<input type="checkbox"/> Yes <input type="checkbox"/> No

NARRATIVE:

CHECK IF NARRATIVE IS CONTINUED ON PART C1

SIGNATURE OF REPORTING STAFF	TITLE	BADGE #	ID#	DATE
NAME AND TITLE OF REVIEWER (PRINT/ SIGNATURE)	DATE RECEIVED	APPROVED <input type="checkbox"/> Yes <input type="checkbox"/> No	CLARIFICATION NEEDED <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE

DEPARTMENT OF CORRECTIONS AND REHABILITATION

STATE OF CALIFORNIA
CRIME / INCIDENT REPORT
PART C1 - SUPPLEMENT
CDCR 837-C1 (REV. 10/06)

Page ____ of ____ INCIDENT LOG NUMBER

NAME LAST FIRST MI

TYPE OF INFORMATION
 CONTINUATION OF REPORT CLARIFICATION OF REPORT ADDITIONAL INFORMATION

Lined area for report content

CHECK IF NARRATIVE IS CONTINUED ON ADDITIONAL C1

SIGNATURE OF REPORTING STAFF	TITLE	BADGE #	DATE
NAME AND TITLE OF REVIEWER (PRINT / SIGNATURE)	DATE RECEIVED	APPROVED <input type="checkbox"/> Yes <input type="checkbox"/> No	CLARIFICATION NEEDED <input type="checkbox"/> Yes <input type="checkbox"/> No

STATE OF CALIFORNIA
CRIME / INCIDENT REPORT
PART C2 - REVIEW NOTICE
CDCR 837-C2 (REV. 10/06)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page _____ of _____		INCIDENT LOG NUMBER	
NAME LAST	FIRST	MI	INCIDENT DATE

CHECK IF CONTINUED ON ADDITIONAL PART C2

Your report concerning the above referenced incident has been reviewed and the following information is required:

- PREPARE a CDCR 837-C1 Supplement report clarifying the issues listed below.
- PREPARE a CDCR 837-C1 Supplement report providing additional information regarding the issues listed below.
- PREPARE a CDCR 837-A1 Supplement report clarifying the issues listed below.
- PREPARE a CDCR 837-A1 Supplement report to amend the information regarding the issues listed below.

DUE BY: _____ RETURN TO: _____

NAME OF REVIEWER (PRINT)	TITLE	SIGNATURE	DATE
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(Revised 9/23/10)

Program	# of Instructors	# of Slots ¹	Hours*	Pay**
ABE1	1	50	3.5	
ABE2	2	100	3.5	
ABE3	2	100	3.5	
GED	2	100	3.5	
ESL	1	50	3.5	
English Language Learners				
Mexican-GED (INEA)				
College				
SAP				
Computer Assisted Drafting				
Computers	1	40	3.5	
Life Skills ³	4	200	3.5	
Work Place Essentials				
Carpentry	1	40	3.5	
Electrical	1	40	3.5	
Horticulture				
Plumbing	1	40	3.5	
Braille				
Masonry	1	40	3.5	
Painting				
Other: RDAP ²	5	50	N/A	
Other:				
Other:				
Other:				
Other:				

*Preferred program model is a minimum of 6.5 hours, however, a minimum of 3.5 program hours plus a minimum 3 hour work assignment is acceptable.

**CDCR pay scales can be found in Title 15, Section 3041.2(b)(1)

¹These are maximum numbers - actual classroom size may be smaller

²RDAP Program Staffing: 1 Director; 3 Counselors; 1 Clerk

³Instructors will teach T4C; Understanding and Reducing Anger (TCU); Unlock Your Thinking, Open Your Mind; and Employability/Transition