**ATTACHMENT B**

### UTAH DEPARTMENT OF CORRECTIONS STANDARD TERMS AND CONDITIONS

1. **CONTRACT FORMATION:** No legally enforceable rights or duties shall arise between the parties under this contract until: (a) the respective representatives of CONTRACTOR and UDC sign the contract; and (b) the contract is approved and signed by the respective representatives of the UDC Office of Administrative Services and the State of Utah's Division of Purchasing.
2. **CONTRACTOR ACCESS TO UDC FACILITIES:**  UDC shall have the right to deny CONTRACTOR’S agents and employees‑‑or the agents and employees of its SUBCONTRACTORS (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC’s legitimate security interests. Contractor will submit to all security checks that UDC deems necessary; including, but not limited to, searches of person and equipment. No one under the age of 18 will be allowed on UDC property.
3. **CRIMINAL CONVICTION INFORMATION:** Upon written request by UDC, CONTRACTOR shall provide (at CONTRACTOR’S expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its SUBCONTRACTORS (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check (at UDC expense) on such personnel by UDC.
4. **FORMER FELONS / MISDEMEANANTS:** During the term of this contract, CONTRACTOR shall not be employed or otherwise utilize the services of an Employee regardless of whether they are providing services under the contract, who: (a) is incarcerated in a correctional facility or serving a period of supervised release in the community, including probation or parole; or (b) in the past five (5) years has been convicted of a felony offense, been incarcerated in a correctional facility, and/or served a period of a supervise release in the community, including probation and parole.

For purposes of this Contract, the term “Employee” shall include any individual over whom the Contractor directly or indirectly exercises any labor-related authority, even if this individual is not performing services under the contract. This supervised release in the community, including probation or parole.  This includes, but is not limited to, the following, whether compensated or not: Partners, Associates, staff, members, employees (full-time, part-time, seasonal, temporary, leased, contingent), agents, interns, students, consultants, independent contractors, subcontractors, free-lancers, direct workers, contract workers, clerks (including law clerks), apprentices, trainees, attendant, laborer, operator, representative, volunteers and any other similar form of labor-related association.

During the term of this contract,  CONTRACTOR shall not be employed by a Supervisor or otherwise be engaged in services on behalf of a Supervisor regardless of whether the Supervisor provides services under the contract, who: (a) is incarcerated in a correctional facility or serving a period of supervised release in the community, including probation or parole; or (b) in the past five (5) years has been convicted of a felony offense, been incarcerated in a correctional facility, and/or served a period of a supervised release in the community, including probation or parole.

For purposes of this Contract, the term “supervisor” shall include any individual who directly or indirectly exercises any labor-related authority over the Contractor, even if this individual is not performing services under the Contract. This includes, but is not limited to, the following, whether compensated or not: Owners, Partners, Associates, Members, Officials, Investors, Executives, Administrators, Managers, Consultants, Board (including Board of Directors) Directors, Officers (including but not limited to Chief Executive Officers, Chief Legal Officers, Chief Financial Officers, Chief Operating Officers) shareholders, representatives, and any other similar form of labor-related association.

CONTRACTOR, in executing any duty or exercising any right under this contract, shall not cause or permit any of its Supervisors or Employees-or the Supervisors or Employees of its SUBCONTRACOTRS (if any)---who have been convicted of a felony or two (2) or more misdemeanors to enter upon any premises controlled, held, lease, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred. Any requests for exception shall be submitted—in writing through the appropriate chain of command---to the Division Director, who shall make the final decision.

1. **OCCUPATIONAL SAFETY AND HEALTH: (This clause will be considered a part of this contract only if required by law, rule,** or regulation). CONTRACTOR represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the CONTRACTOR’S employees who provide services to UDC pursuant to this contract.
2. **CONTRACTOR TRAINING**: All CONTRACTOR’S officers, employees, subcontractors, agents, or volunteers, providing services pertaining directly to this contract, shall successfully complete orientation or a training session offered by UDC prior to contract implementation, if applicable.
3. **CUSTODIAL SEXUAL MISCONDUCT:** Utah Statute 76-5-412 prohibits sexual contact to a person in custody by an employee, private provider, or CONTRACTOR for the Utah Department of Corrections. A violation of this statute could result in a felony or a misdemeanor conviction. Consent of the person in custody is not a defense to any violation or attempted violation of this statute. CONTRACTOR must provide written notice of Utah Code Annotated § 76-5-412 to any employees having contact with offenders pursuant to this contract.

In addition, the Utah Division of Occupational and Professional Licensing (DOPL) is legislatively responsible to investigate complaints regarding the conduct of individuals practicing in regulated occupations and professions. DOPL may be notified of violations of conduct for those UDC CONTRACTORS who are licensed under DOPL. Refer to Title 58 of the Utah Code and Title R156 of the Utah Administrative Code for details.

1. **RESEARCH / EXPERIMENTS:** Any research or experiments including offenders must be approved by the Departmental Review Board. Sociological/psychological research or experiments including offenders under the jurisdiction of UDC requires prior written approval of the Division Director/designee and written, informed, and voluntary consent from each offender included.
2. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

 (Revision Date: 12 Sept 2023)

 -----------------------END OF ATTACHMENT B------------------------