

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

917



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
May 26, 2009

**SUBJECT:** California Department of Corrections and Rehabilitation, Juvenile Services Agreement HGS.09002

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve the State of California Standard Agreement #HGS.09002 with the California Department of Corrections and Rehabilitation (CDCR) for wards of the State assigned to the Heman G. Stark Youth Correctional Facility effective July 1, 2009; and
- 2) Authorize the Chairperson to execute four (4) copies of the Agreement; and
- 3) Direct the Clerk of the Board to return all four (4) copies of the signed originals to RCRMC Administration and one (1) signed resolution. Upon final approval, a fully executed agreement will be returned to the Clerk of the Board.

**BACKGROUND:** CDCR and the hospital have negotiated an agreement for inpatient, outpatient and emergency room medical services provided to inmates assigned to the juvenile state institutions. The term of this agreement will expire as of June 30, 2011. This Agreement has been approved as to form by County Counsel.

DB:rjm

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 450,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> Enterprise Revenue provided by the California Department of Corrections and Rehabilitation	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Courmoyer*  
Debra Courmoyer

County Executive Office Signature

Consent  
 Policy  
 Consent  
 Policy  
 Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District:

Agenda Number:

3.43

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**HGS.09002**

REGISTRATION NUMBER

**1005819**

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 (CDCR)

CONTRACTOR'S NAME

Riverside County Regional Medical Center

2. The term of this Agreement is: July 1, 2009 through June 30, 2011

3. The maximum amount of this Agreement is: \$900,000.00  
 Nine Hundred Thousand 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	8 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-2 – Rate Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC 307
Exhibit D - Special Terms and Conditions	16 pages
Exhibit G – Business Associates Agreement (HIPAA)	14 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**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.)

Riverside County Regional Medical Center

BY (Authorized Signature)

*Douglas D. Bagley*

DATE SIGNED (Do not type)

5/19/09

(2<sup>nd</sup> Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSONS SIGNING

Douglas D. Bagley, Hospital Director/CEO

Jeff Stone, Chair, Board of Supervisors

ADDRESS

26520 Cactus Ave.  
 Moreno Valley, CA 92555

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)

*Joseph Watkins*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Joseph Watkins, Manager, Juvenile Services Contract Unit

ADDRESS

10000 Goethe Rd., Ste., C 1, Sacramento, CA 95827

California Department of General  
 Services Use Only

Exempt per:

FORM APPROVED COUNTY COUNSEL  
 BY: *B. T. Miller* 5/24/09  
 BEAUFORD T. MILLER, JR DATE

**GENERAL AND EMERGENCY MEDICAL SERVICES**

1. The Contractor agrees to provide to the California Department of Corrections and Rehabilitation (CDCR), **General and Emergency Medical Services** as described herein.
2. Services shall be performed at Riverside County Regional Medical Center, 26520 Cactus Ave., Moreno Valley, CA 92555.
3. The services shall be provided throughout the entire term of this Agreement.
4. The project representatives during the term of this Agreement will be:

State Agency: CDCR	Contractor: Riverside County Regional Medical Center
Name: Dr. John Close	Name: Douglas D. Bagley, Hospital Director/CEO
Phone: (909) 606.5092	Phone: (951) 486.4466
Fax : (909) 606.5075	Fax: (951) 486.4475
Email : john.close@cdcr.ca.gov	Email : dbagley@co.riverside.ca.us

Direct all inquiries to:

State Agency: CDCR	Contractor: Riverside County Regional Medical Center
Section/Unit: Medical Unit	Section/Unit:
Attention: Starr Berkey	Attention: Cathy Giannini
Address: 15180 Euclid Ave. Chino, CA 91710	Address: 26520 Cactus Ave. Moreno Valley, CA 92555
Phone: (909) 606.5043	Phone: (951) 486.4466
Fax: (909) 606.5044	Fax: (951) 486.4475
Email : starr.berkey@cdcr.ca.gov	Email : cgiannin@co.riverside.ca.us

5. Detailed Description of work to be performed and duties of all parties:  
See pages 2-8, Scope of Work.

**1. Introduction/Services**

- a.** Contractor shall provide all labor, materials, staff, transportation, licenses, permits, certificates and every other item of expense necessary to provide emergency medical, diagnostic, therapeutic and other related services in hospital as needed to any ward/patient referred for such medical services by the California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (DJJ).
- b.** Contractor must possess and maintain throughout the term of this Agreement, a valid medical license and board certification to practice specialty services in the State of California, as outlined below. In addition, the Contractor must be one of the following:

  - (1) Contractor shall be licensed to practice medicine in the State of California as defined in the Medical Practice Act, Chapter 5, commencing with Section 2000 of the Business and Professions Code, and possess a valid Physician license as issued by the Medical Board of California. Contractor must be a Medical Doctor (M.D./D.O), be Board Certified or Board Eligible in his/her specialty(ies) and maintain current Cardiopulmonary Resuscitation (CPR) or Advanced Cardiac Life Support (ACLS) certification.
  - (2) Contractor shall have on staff physician(s) licensed to practice medicine in the State of California as defined in the Medical Practice Act, Chapter 5, commencing with Section 2000 of the Business and Professions Code, and possess a valid Physician license as issued by the Medical Board of California. Contractor must be a Medical Doctor (M.D./D.O), be Board Certified or Board Eligible in his/her specialty(ies) and maintain current Cardiopulmonary Resuscitation (CPR) or Advanced Cardiac Life Support (ACLS) certification.
- c.** Contractor or personnel referred by the Contractor shall be able to perform the tasks associated with providing the above medical services, and assumes full responsibility for the provision of these services. Any and all services performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor.
- d.** Services shall be provided upon request and at the direction of the Health Care Manager/Chief Medical Officer (HCM/CMO) or designee, and must be based on medical necessity and effective to protect life, prevent significant illness or disability, or alleviate severe pain that significantly disables the patient from reasonable independent function. CDCR will defer services if the health care service is non-essential or could safely be

deferred until the ward/patient is released from custody, when he/she is able to arrange for services for himself/herself.

- e. CDCR will provide a copy of the CDCR's formulary to be kept on file by the Contractor. Contractor shall consult with CDCR physicians to assure that whenever possible Contractor will prescribe only those medications which are on the CDCR's formulary unless the HCM/CMO grants prior authorization for deviation.
- f. Contractor shall ensure that all ordered medical services and proposed surgical procedures shall be scheduled consistent with the severity of the medical need. Once scheduled, services shall be delivered at the time scheduled, unless unavoidable circumstances occur.
- g. Contractor shall give at least twenty-four (24) hours notice prior to bringing into the institution any medical/surgical equipment that has not specifically been authorized by CDCR Custody Services.
- h. Contractor agrees that all expenses associated with travel to and from the institution, lodging, and all training expenses, such as Continuing Medical Education for Contractor or referred personnel, shall be at the expense of the Contractor staff and will not be reimbursed by CDCR.
- i. CDCR will provide transportation for all patient procedures. CDCR will also provide security personnel 24hours per day at the accepted ratio of one (1) staff per five (5) wards/patients or one (1) up to and including the fifth ward/patient and an additional staff for six (6) through ten (10) wards/patients.

**2. Professional Licenses/Permits/Certification Requirements**

- a. Contractor shall agree that all personnel responsible for discharging Contractor's duties and obligations under this Agreement are individuals qualified to perform the various functions under this Agreement, as defined by applicable statutes and regulations related to their scope of health care practice.
- b. Contractor shall agree that all Contractor's medical and other health care professional staff and contracted subcontractors are duly licensed, certified and/or registered as required by the laws of this State and that no restrictions exist on said licensure, certification and/or registration. Contractor agrees to routinely monitor its medical and professional staff's licenses, certifications and/or registrations to ensure that they are current and that such medical and professional staff, do not have any State of California licensing,

certification and/or registration restrictions. Contractor shall ensure that all Contractor's subcontractors discharging Contractor's duties and obligations under this Agreement are licensed, certified, and registered individuals qualified to perform the various functions under this Agreement.

**3. Other Requirements**

**a. Standards of Obligation**

- (1) Contractor recognizes that the CDCR acts in a fiduciary capacity to the State of California and that this fiduciary duty extends to the provision and management of medical health care services, mental health care services, and dental services for the wards of the State of California. To assist CDCR in its exercise of this duty, Contractor shall provide high quality services, consistent with the terms and conditions under this Agreement and consistent with established and commonly accepted standards and principles of medical practice. Nothing in this Agreement shall supersede the common law rules for the interpretation of established and commonly accepted standards and principles of medical practice.
- (2) Contractor shall acknowledge and adhere to the CDCR medical staff by-laws, rules, regulations, policies and procedures as directed by the HCM/CMO or designee, and comply with universal infection control precautions.

**b. Authorization**

(1) Authorization for Treatment

Contractor agrees that, excluding emergency care services, prior authorization must be obtained in writing from the respective CDCR facilities HCM/CMO or designee, in accordance with CDCR's Utilization Management Plan. Contractor shall complete and return all forms required by CDCR regarding treatment of ward/patients. Authorization must be documented in the ward/patient's medical record in all cases of essential services before considering any non-emergency treatment, or any consultations by specialty physicians or diagnostic procedures not specifically stated in a CDCR prior authorization form. Except for emergency care, CDCR will not render payment for services that do not have prior authorization and CDCR determines were not medically necessary or were inappropriately delivered.

(2) Authorization for Transportation/Transfers

Contractor agrees that CDCR retains full authority to determine the manner in which a ward/patient is transported to the CDCR institutions or transferred to other health care facilities, after the course of treatment or therapy has been implemented or completed.

Contractor shall not transfer a ward/patient to any facility or Contractor without prior written authorization from the appropriate CDCR facilities HCM/CMO or designee.

(3) Experimental and Investigational Drugs and Procedures

Contractor shall not perform on or administer to any ward/patient any experimental or investigational treatment, therapy, procedure or drug. Such treatment, unless it is related to specific California legislative provisions, is prohibited under Penal Code, Section 3502, and thus must have prior authorization. Contractor agrees to perform or administer only those medical services which are recognized as being in accord with generally accepted professional medical standards, or as being safe and effective for use in the treatment of an illness, injury or condition at issue.

**c. Exclusions and Limitations**

- (1) Contractor agrees that no health care service or treatment shall be provided for those conditions specifically listed in California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350.1. Contractor may request individual case exceptions for excluded or limited health care service or treatment by seeking prior approval of the HCM/CMO or designee.
- (2) Contractor agrees that any excluded health care service or treatment needed for pre-existing conditions shall be provided only in the event that the condition has become aggravated in such a manner that it poses a significant threat to the ward's current health and if not treated would result in morbidity and/or mortality. Contractor acknowledges that the appeal must be recognized as medically necessary.
- (3) The CDCR Medical Standards of Care will be used as a reference when prior authorization is granted. In the event CDCR adopts another objective standard for Utilization Management (UM) review to screen ward/patient health care regarding prior authorization, inpatient admissions, and other types of UM review, CDCR institution shall notify the Contractor of the new standard no less than thirty (30) days before the new standard is

implemented.

**d. Required Notices**

Any notice required hereunder shall be deemed to be sufficient if mailed to CDCR at the address below. If the mail is used to give any notice required in this Agreement, notice shall be deemed as given on the day after it is deposited in the United States mail with First Class postage prepaid and addressed to CDCR. Only actual written notice will suffice for the purpose of meeting any notice requirement in this Agreement.

Contractor's Address  
For Contractor address refer to  
STD 213

California Department of Corrections and  
Rehabilitation  
Heman G. Stark Youth Correctional Facility  
15180 Euclid Avd.  
Chino, CA 91710

In order to avoid unreasonable delay in the provision of the services delivered pursuant to this Agreement, Contractor and CDCR shall each designate a specific representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

**4. Request for Services**

- a. At the time of scheduling, CDCR will provide the Contractor with an estimate of the period of time the institution anticipates the need for the services as defined in Section 1 (a). This will be a good faith estimate based on the circumstances known to CDCR at the time of the request. It is not a guarantee of business and is subject to change depending on CDCR's fluctuations in the ward population.
- b. Contractor acknowledges that the institution may request services at any time, including weekends and holidays, if needed for emergency services.
- c. Contractor agrees to provide offsite services as requested by the HCM/CMO on an as-needed basis, in accordance with each facilities policies and procedures.
- d. Contractor shall have available a contact person with twenty-four (24) hour telephone availability. Telephone answering machines are not acceptable. The initial contact will be by phone; however, CDCR will make every attempt to follow up with a facsimile.
- e. This agreement is not exclusive and CDCR reserves the right to contract with other Contractors for the same service.

**5. Cancellation**

Contractor shall notify CDCR at least twenty-four hours in advance of scheduled services if unable to provide services for reasons other than illness, or immediately provide replacement staff to avoid disruption of service.

**6. Inspections**

Inspections shall be carried out by the HCM/CMO or designee at various times during the agreement term to check on the quality of work and determine acceptability of work performed before agreement payment will be approved.

**7. Failure to Perform**

- a. CDCR shall routinely evaluate the work performance of the Contractor to determine if CDCR standards and departmental/facilities policies and procedures are being maintained. If Contractor fails to perform or is physically or mentally incapable of providing the service as required by this Agreement, Contractor shall not be permitted to perform service. The HCM/CMO or designee shall state in writing the reasons the Contractor did not meet the required policies or standards. CDCR shall not pay Contractor for any services performed which are deemed unacceptable in accordance with the required services contemplated by this Agreement.
- b. Failure to provide services on three (3) or more occasions may result in termination of your Agreement or the institution not having to contact Contractor prior to going to the other Contractors for the duration of the agreement term. The HCM/CMO or designee has sole discretion in this selection.

**GENERAL AND EMERGENCY MEDICAL SERVICES**

**1. Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance the rates specified herein on Exhibit B-2, Rate Sheet, which is attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation (CDCR)  
**Southern California Regional Accounting Office**  
**Heman G. Stark Youth Correctional Facility**  
Attention: Accounts Payable  
P. O. Box 6000  
Rancho Cucamonga, CA 91730

**2. Budget Contingency Clause**

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

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

**GENERAL AND EMERGENCY MEDICAL SERVICES**

Payment for routine outpatient/emergency room visits shall be at the following rates:

Inpatient Services:	\$2,500.00 per day
Outpatient Surgery:	\$2,550.00 per case
Outpatient Services:	\$65% of billed charges/max. \$2,500.00
Emergency Room Charges	\$65% of billed charges/max. \$2,700.00

The above Per Diem rates shall exclude the following services: Durable medical equipment (DME); Major Cardiac Surgeries, Magnetic Resonant Imaging (MRI); Position Imaging Tomography (PIT); and kidney lithotripsy. DME services shall be billed at actual cost plus 10%. Any services initiated by Contractor and approved by Contractor's Administration provided off-site through Contractor's contracted resources shall be billed to CDCR separately by each service provider, and not Riverside County Regional Medical Center (RCRMC).

CDCR will contract independently with service providers other than RCRMC, if services are provided with rates to be established separate of the Agreement. Such off-site services must have prior approval unless it is deemed emergency care. Physician's fee/professional fees are excluded from Per Diems and Outpatient Service rates.

**GENERAL AND EMERGENCY MEDICAL SERVICES**

**1. Contract Disputes** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or their 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**

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. Informal discussion(s) between Contractor and contract liaison, or the designated CDCR employee, shall be written, dated, and signed by the authors.

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 Deputy Director, 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:

(SUBJECT)

Deputy Director  
Office of Business Services  
California Department of Corrections and Rehabilitation  
10000 Goethe Road, Ste. C-1  
Sacramento, CA 95827

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 Deputy Director, 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 Deputy Director, 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.

**e. Contract Disputes with Public Entities**

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

**2. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)**

The State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor. The State may exercise its option to cancel the remaining years of this

Agreement, should it be decided that with additional institutions and/or sites, the State will receive a better rate for the same service.

However, the State can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

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

### **3. 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.

### **4. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any State or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

### **5. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**6. 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.

**7. Accounting Principles**

Contractor shall 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.

**8. Liability for Nonconforming Work**

All work provided by the Contractor shall conform to the latest requirement of federal, state, city and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement.

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

**9. 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 CDCR, OBS in writing within ten (10) working days of any changes to the subContractor and/or consultant information.

**10. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2 or any other chaptered provision of the Public Contract Code (PCC) is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

**11. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

**12. Extension of Term**

This Agreement may be amended to extend the term, upon mutual agreement. Upon signing the Amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

**13. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders 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
- d. Any ex-offender in a position which provides direct supervision of parolees, except in the following instances:
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

**14. 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.

**15. 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.

**16. Licenses and Permits**

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

**17. Permits and Certifications from State Board of Equalization**

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) state business days of the request made by the State.

**18. Darfur Contracting Act**

Effective January 1, 2009, CDCR generally cannot contract with "scrutinized" companies that do business in the African nation of Sudan, as described in Public Contract Code sections 10475 - 10478. A company that currently has (or within the previous three years has had) business activities or other operations outside of the United States must certify that it is not a "scrutinized" company when it submits a bid or proposal to CDCR. A scrutinized company may still submit a bid or proposal for a contract with CDCR if the company first obtains permission from the Department of General Services (DGS).

All bidders must submit a completed OBS 1500 verifying status, with their bid proposal.

**19. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

**a. Contractors and Their Employees**

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file

a Form 700 if so requested by CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;
2. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

**b. Current State Employees**

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - a. ~~Using an official position for private gain;~~
  - b. Giving preferential treatment to any particular person;
  - c. Losing independence or impartiality;
  - d. Making a decision outside of official channels; and
  - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

## **20. Disclosure**

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

**21. Security Clearance/Fingerprinting**

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

**22. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

**23. Hiring Considerations**

If this Agreement is in excess of \$200,000, the Contractor shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 et seq.

**24. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subContractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subContractor employee personnel records, as a condition of the Agreement.

**25. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the

performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

## **26. Insurance Requirements**

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

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance Contractor must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual Contractors, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

Commercial General Liability - Contractor agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California  
California Department of Corrections and Rehabilitation  
Office of Business Services  
10000 Goethe Road, Ste. C-1  
Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

Medical Professional Liability Insurance – Contractor agrees to carry a minimum coverage of \$1,000,000 per claim up to an annual aggregate of \$3,000,000 for professional liability.

Such coverage(s) as referenced shall 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 coverage. The following shall be considered evidence of coverage: a certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier or proof of self-insurance. Binders are not acceptable as evidence of coverage.

Providing evidence of coverage to the State does not convey any rights or privileges to the State. It does, however, serve to provide the State with proof that the Contractor is insured up to the required minimums, as required by the State. By signing this Agreement, the Contractor certifies that the professional liability insurance carrier has knowledge of the Contractor's extension of services to CDCR inmates. Such action conveys no coverage to the State under the Contractor's policy nor does it insure any State employee or insure any premises owned, leased, or otherwise used by or under the control of the State with respect to coverage.

Contractor agrees that the liability insurance herein provided for 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 the State before said expiration date or immediate notice of cancellation. Evidence of coverage as provided for herein shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year. CDCR and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

**27. Small Business and DVBE Participation – Commercially Useful Functions**

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code:

Government Code Sections 14837, 14838.6, 14 839, 14842, 14842.5  
Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Microbusiness and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and be "domiciled" in California. A suppliers bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

**28. Confidentiality of Information**

CDCR and Contractor agree that all 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 (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit "G" and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

**29. Travel**

If Contractor is required to travel under the terms of this Agreement, CDCR agrees to pay travel, per diem and expense costs incurred in the performance of services described at rates not to exceed those approved by the Department of Personnel Administration for non-represented employee(s).

**30. Indemnification**

The Contractor shall hold the State, its officers, agents, and employees harmless and indemnify and defend the State for any claims for damages arising out of occurrences, accidents, or misuse by the Contractor or its purchasers resulting from waste collected from the State and the Contractor recycling the waste for production of by-products for third-party use.

**31. Confidential and Proprietary Information**

In addition to the requirements of Exhibit D, Confidentiality of Data, Contractor agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, the State's proprietary information, as that term is defined in Public Contract Code Section 10426(c)(1).

Contractor shall safeguard the State's proprietary information against disclosure except as may be expressly permitted herein. The State's proprietary information includes, but is not limited to the following:

**32. Bloodborne Pathogens**

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

**33. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees who have contact with inmates/parolees on a regular basis, shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

**34. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

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

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subContractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415 and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304; WIC Section 1712.

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

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288; WIC Section 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging, and/or assisting prison inmates, to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Sections 1001.5 and 1152.

- g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425; WIC Section 1712.

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

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

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

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

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

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

### **35. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **36. Tobacco-Free Environment**

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

### **37. Prison Rape Elimination Policy**

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

### **38. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subContractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subContractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subContractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subContractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subContractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

**39. Gate Clearance**

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

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

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