

124



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
04/02/13

SUBJECT: Agreement Between the County and the California Department of Corrections and Rehabilitation (CDCR) Allowing County Detention Inmates to Participate in the CDCR Fire Camp Program

RECOMMENDED MOTION: Move that the Board of Supervisors approve the California Department of Corrections and Rehabilitation (CDCR) Agreement allowing County detention inmates to participate in the CDCR Fire Camp Program for the period from 1/1/13 to 6/30/17, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND: On October 1, 2011, the Public Safety Realignment Act (Realignment) went into effect. Realignment mandates that individuals sentenced to non-serious, non-violent or non-sex offenses will serve their sentences in county jails instead of state prison. Two foreseen issues came to fruition due to the effects of Realignment; Riverside County Jails have become overcrowded and CDCR has found it increasingly difficult to supply qualified inmates to support the needs of the California State Fire Camps.

(Continued on Page 2)

BR 13-063

Stanley L. Sniff Jr., S

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Raymond Gregory, Chief Deputy Sheriff

FINANCIAL DATA	Current F.Y. Total Cost:	\$87,300	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: State AB 118 Local Revenue Funding

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY: Elizabeth J. Olson
Elizabeth J. Olson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL

414113

BY: Antyalk☐ Policy☐ Consent

Dep't Ref to Arch

WITH THE CLERK OF THE BOARD

☒ Policy☐ Consent

13 FEB 1974 10:35

3-55

Prev. Agn. Ref.:

District: All

Agenda Number:

Following Realignment, the Riverside County Sheriff's Department Corrections Division experienced a rapid increase in the inmate population, which triggered the implementation of our 1993 Federal Court Order, mandating the Riverside County Sheriff's Department to release inmates not assigned to a jail bed. The releases, which initiated January 6, 2012, eventually led to the early release of 6,990 inmates in the year 2012.

Realignment allows for local law enforcement jurisdictions to contract inmates back to CDCR for the purpose of filling the inmate positions in the fire camp program. Riverside County has the opportunity to be the first county in California to take advantage of this program, continuing our tradition of innovation and strategic planning.

The Riverside County Sheriff's Department has determined that sending qualified inmates to CDCR for the purpose of working the fire camp program is beneficial to the Sheriff's Department by assisting in alleviating our ongoing inmate population concerns. Riverside County would also benefit as CDCR has agreed to place County offenders in State Fire Camps located within Riverside County whenever possible. By supplying qualified inmates to these Fire Camps, Riverside County assists in maintaining fire suppression teams. In addition, these camps benefit the public at large in that the inmates assigned to work the fire camps also provide assistance with community service projects. Projects include clearing fire breaks, public road maintenance, restoring historical structures, park maintenance, sand bagging / flood protection, clearing fallen trees and debris. In Riverside County, fire camp inmates have provided assistance with projects at the Metropolitan Water District, Diamond Valley Lake, Lake Hemet, Lake Skinner, Lake Mathews, Riverside County parks, Cal-Trans, and local fire station improvements and maintenance.

The inmates benefit as well. Inmates assigned to the fire camp program receive additional custody credits; thus, shortening their custody stays. Inmates assigned to the fire camps also receive counseling, educational and vocational training such as Sober Living, college correspondence, GED, AA, NA, and religious services.

The contract between the County of Riverside and CDCR is capped at 200 inmates at any one time, over the course of approximately five years. There is a cost of \$46.19 per inmate per day. If the Riverside County Sheriff's Department were to meet the maximum fire camp bed usage, there would be an approximate cost of \$3,371,870 a year or \$16,868,588 over the five year contract.

The FY 12/13 cost estimate of \$87,300, detailed in the financial data on the first page, assumes 42 inmates will be enrolled in the program for 45 days of the fiscal year. These funds have been approved under the current Realignment budget for fiscal year 12/13.

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

AGREEMENT NUMBER

5600003591

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

County of Riverside

2. The term of this Agreement is: January 1, 2013 through June 30, 2017

3. The maximum amount of this Agreement is: \$ 16,868,588.00 (Reimbursement to CDCR)
Sixteen Million Eight Hundred Sixty Eight Thousand Five Hundred Eighty Eight 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	11	Page(s)
Exhibit B – Budget Detail and Payment Provisions	1	Page(s)
Exhibit B-1 – Rate Sheet	1	Page(s)
Exhibit C* – General Terms and Conditions		
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	11	Page(s)
Exhibit E – Business Associates Agreement (HIPAA)	12	Page(s)
Attachment A – List of Fire Camps	1	Page(s)
Attachment B – Fire Camp Offender Exclusionary Criteria	1	Page(s)
Attachment C – Fire Camp Offender Criteria – Medical/Mental Health/Dental	1	Page(s)
Attachment D – Fire Camp Offender Screening and Processing Form	3	Page(s)
Attachment E – Fire Camp Offender Information Form	1	Page(s)
Attachment F – Allowable Property List	7	Page(s)
Attachment G – Body Receipt Form	1	Page(s)

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

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

CONTRACTOR

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

County of Riverside

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

John J. Benoit, Chairman, Board of Supervisors

ADDRESS

4080 Lemon Street, Riverside, CA 92501

STATE OF CALIFORNIA

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Stacie Abbott, Manager, Headquarters Service Contracts Unit

ADDRESS

10000 Goethe Rd, Suite C-1, Sacramento, CA 95827

**California Department of General
Services Use Only**

☐ Exempt per:

FORM APPROVED COUNTY COUNSEL

BY

DAVID H.K. HUFF

DATE

4/4/2013

I. INTRODUCTION

This Contract is entered into between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and Riverside County (hereinafter "**COUNTY**"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the STATE and COUNTY realignment of responsibility for the housing of low level Offenders; the STATE operates or has access to Fire Camps throughout the state deemed suitable by the COUNTY for the housing and care of COUNTY Offenders and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein;

II. DEFINITIONS

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

Basic Healthcare – is care which needs minimum nursing intervention other than for Episodic Sick Call or for response to a medical emergency. Medications shall not require administration by a nurse.

CAL-FIRE – means the California Department of Forestry and Fire Protection.

Camp Administrative Office – means the designated CDCR location responsible for providing administrative oversight for CDCR Fire Training Center and CDCR Fire Camp functions, including but not limited to classification screening of COUNTY Offenders and subsequent sentence calculations.

Contract – means this Agreement or any subsequent amendments to this Agreement.

Contractor – means Riverside County

Contract Year – means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

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.

Fire Camp – means a dormed housing facility cooperatively managed by CDCR and Cal-FIRE located in various locations throughout the State of California. Offenders housed at these facilities primarily function as responders to emergency incidents and perform public work projects.

Fire Camp Training Center – means a designated dormed facility cooperatively managed by CDCR and CAL-FIRE for the fire fighter training of COUNTY Offenders.

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.

Non-Grade Eligible Offender – means a camp-eligible Offender who does not meet the qualifications to be a firefighter but possesses verifiable skills for in-camp support (i.e. cook, clerk, mechanic, etc.).

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

Offender Camp File (OCF) – means documents concerning a COUNTY Offender, including documents submitted by the COUNTY that will be maintained by the Camp Administrative Office.

Offender Day – means each day, including the first day but not the last, that an Offender is admitted to the Fire Camp as determined by the midnight count.

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

Pre-release Processing – means pre-release case preparation by the COUNTY prior to the COUNTY Offender's release from COUNTY custody. This may include, but is not limited to, victim notifications and any required registration.

Serious Discipline – means the act or action of the COUNTY Offender is an act of force or violence against another person; a breach of or presenting a threat to institution/facility security; a serious disruption of institution/facility operations; the introduction, possession or use of dangerous contraband or controlled substances; participation in activity that will likely result in protective custody needs, serious injury or threat of serious injury; or the attempt by a COUNTY Offender to commit any such act coupled with a present ability to carry out the act if not prevented from doing so.

III. Standard Conditions

A. Offender Housing.

The CDCR shall confine and supervise adult male and female COUNTY Offenders that are transferred to the Fire Camps pursuant to the terms and conditions of this Agreement. COUNTY Offenders shall only be housed in housing units consistent with the Offenders' classification and security needs as determined by CDCR, subject to the prior written approval of the CDCR.

To the extent possible, the CDCR shall house male Riverside County Offender(s) in either Bautista Conservation Camp or Oak Glen Conservation Camp.

The CDCR reserves the right to relocate any Riverside County Offender(s) to a camp outside of Riverside County based on operational need/disciplinary issues.

CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camps. See Attachment: List of Fire Camps (Attachment A)

Provided, however, nothing herein shall prevent CDCR from reallocating beds among the Fire Camps, adding additional Fire Camps, and increasing or decreasing the total number of contracted beds as necessary. All such costs associated with such a reallocation among the Fire Camps shall be borne by the STATE.

B. Selection and Placement Process.

The COUNTY Offenders to be housed in the Fire Camp shall be those selected by the COUNTY and approved by CDCR on the basis of compliance with all applicable state statutes or such other applicable laws, regulations, or CDCR criteria. See Attachments: Fire Camp Offender Exclusionary Criteria (Attachment B); Fire Camp Offender Criteria – Medical/Mental Health/Dental (Attachment C); County Fire Camp Offender Screening and Processing Form (Attachment D); and Fire Camp Offender Information Form (Attachment E).

Prior to the arrival of any COUNTY Offender to the Fire Camp Training Center, the COUNTY shall provide to the Camp Administrative Office, without charge, copies of all classification data including commitment or other judicial orders, medical, mental health and dental clearance records. All COUNTY 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.

Prior to submitting COUNTY Offenders for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of all COUNTY Offenders which includes dental, medical and mental health examinations to determine eligibility (See Attachment D, Section 4: Medical/Mental Health/Dental Screening)

C. Transfer/Delivery of Offenders.

The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of COUNTY Offenders to the California Institution for Men (CIM).

The CDCR will require the county representative to sign a CDCR Form 123, Body Receipt acknowledging delivery and transfer of custody of the offender to the State (see Attachment G).

The CDCR shall be responsible for the transporting and the costs thereof for COUNTY Offenders from the CIM to the Fire Camp Training Center.

The CDCR shall be responsible for the transporting and the costs thereof for the COUNTY Offenders from the Fire Camp Training Center to their respective Fire Camp assignments.

The CDCR is responsible for the transporting and costs thereof for returning the COUNTY Offenders from their assigned Fire Camp to CIM.

The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of COUNTY Offenders from CIM. This retrieval shall occur on the date and time specified by CDCR and mutually agreed upon by CDCR and the COUNTY. In the event the COUNTY does not retrieve a COUNTY Offender on the specified date and time, the COUNTY shall be responsible for the cost of housing that COUNTY Offender at the \$77 per diem rate for Prison Beds.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offenders so as to minimize the expense associated with such transfers.

D. Offender Funds.

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

E. Offender Work/Program Assignment Payment.

CDCR shall pay all COUNTY Offenders assigned to the work incentive program Offender wages equal to the amount paid to CDCR inmates housed at the particular Fire Camp at the time of transfer.

F. Return of Offenders to the County.

Upon demand by the CDCR or COUNTY, COUNTY Offenders will be delivered to the custody of the COUNTY pursuant to the terms as set forth in Section III, subsection C, of this Agreement.

The CDCR will require the county representative to sign a CDCR Form 123, Body Receipt acknowledging delivery and transfer of custody of the offender to the County (see Attachment G).

In the event that it becomes necessary to remove a COUNTY Offender from the Fire Camp due to an increase in healthcare needs beyond those provided by CDCR as part of basic healthcare services, an on-going or serious disciplinary reason, or the inability to provide a level of custody consistent with the safety and security of the COUNTY Offender and/or staff, CDCR shall notify the COUNTY and will coordinate transportation in accordance with Section III, subsection C, when practical.

No less than 30 days prior to a COUNTY Offender completing his/her sentence, the COUNTY Offender shall be returned to the COUNTY in accordance with Section III, subsection C. All pre-release processing is the responsibility of the COUNTY.

When a COUNTY Offender returns to the COUNTY, the CDCR shall provide that COUNTY Offender's current available Trust balance, in the form of a check made payable to the inmate but addressed to the COUNTY, in the amount due the COUNTY Offender within seven (7) business days of the COUNTY Offender's transfer unless an alternate location is directed by the COUNTY.

When a COUNTY Offender is identified to return to the COUNTY, the CDCR will ensure the Offender's Camp File (OCF) is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, and disciplinary history. Records maintained at the camp site shall be transported with the COUNTY Offender. Files maintained at the Fire Camp Administrative Office shall be mailed to the COUNTY within 14 days of the COUNTY Offender's departure from the Fire Camp.

IV. OPERATION OF CAMP

A. General Duties.

The COUNTY Offenders in the Fire Camp shall be confined and supervised in accordance with CDCR policies. CDCR shall provide security and supervision of COUNTY Offenders consistent with CDCR policies including disciplinary behavior, program participation, and other activities.

B. Medical/Mental Health/Dental.

COUNTY Offenders shall be provided basic healthcare consistent with the services provided at existing CDCR Fire Camps. In the event a COUNTY Offender becomes ill or is injured and requires more than basic healthcare, the COUNTY Offender shall be returned to the COUNTY in accordance with Section III, subsection C as soon as practical.

Any COUNTY Offender 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 officers, consistent with CDCR Prison Rape Elimination Act (PREA) protocols. **Infectious Diseases** – The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases.

- **Health Care Records** – The health care record created at the Fire Camp/Camp Administrative Office is the property of the CDCR and shall be forwarded to the COUNTY when the COUNTY Offender is transferred from the Fire Camp. Release of information shall be conducted in accordance with CDCR policy and 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.
 1. **Medical Costs** – Costs beyond the basic healthcare, including but not limited to, medical costs incurred prior to COUNTY Offender's return to COUNTY will be the responsibility of the COUNTY. This does not include injury or illness covered under Worker's Compensation in accordance with Section IV, Subsection D, 5.
 2. Medical billings from outside vendors which are the responsibility of the COUNTY shall be submitted to the COUNTY or designee by the Camp Administrative Office within ninety (90) days of receipt.
 3. Upon return of a COUNTY Offender to the COUNTY, the CDCR shall provide the COUNTY a copy of applicable health records for health care delivered while the COUNTY Offender was housed at a CDCR Fire Camp.

C. Death of a COUNTY Offender.

1. In the event of the death of a COUNTY Offender, the CDCR will immediately notify the COUNTY 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. A certified copy of the death certificate and the COUNTY Offender's file and medical records will be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR.
2. The CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY will notify the designated next of kin of the deceased Offender, if any, as soon as practicable after death.
3. CDCR shall not be responsible for expenses relative to any necessary preparation, storage, shipment, and disposal of the body.

D. COUNTY Offender Work and Programs.

1. All COUNTY Offenders shall participate in the Fire Camp programs, firefighter training, in-camp work assignments, and work at the Fire Camp, unless otherwise medically or administratively precluded. COUNTY Offenders who refuse to participate in the Fire Camp Work/Training Program shall be returned to the COUNTY in accordance with Section III, subsection C.
2. Programs may include: self-help programs (AA/NA), religious services, hobby craft, etc. as available.
3. CDCR will maintain daily records of the actual hours worked/participated for each COUNTY Offender.
4. Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR policies and regulations.
5. For injuries incurred while the COUNTY Offender is housed at a CDCR Facility, the COUNTY shall not be responsible for payment of any benefits for COUNTY Offender workers compensation claims as required by California law, including, but not limited to, California Labor Code section 3370(a).

E. Religious Opportunity.

CDCR will provide reasonable time, accommodations, and space for religious services in keeping with Fire Camp security and other necessary Fire Camp operations and activities, as available.

F. Recreation/Quarterly Packages and Canteen.

COUNTY Offenders shall be provided recreational opportunities on a daily basis.

COUNTY Offenders will be provided with canteen services in accordance with established CDCR policies. CDCR shall reserve the right to disapprove any canteen items for COUNTY Offenders. CDCR reserves the right to exclude any canteen item it deems to be a security risk.

CDCR will implement a quarterly package program for COUNTY Offenders consistent with current CDCR policy. CDCR reserves the right to exclude any quarterly package item deemed to be a security risk.

Upon transfer of COUNTY Offender from CDCR to COUNTY, COUNTY reserves the right to exclude any property item deemed to be in conflict with COUNTY policies.

G. Telephone.

Access to telephone service shall be provided to COUNTY Offenders consistent with current CDCR policy.

H. Clothing.

The CDCR will be responsible for laundry, repair, and replacement of Offender clothing during the COUNTY Offender's incarceration at the Fire Camp to ensure clean clothes and bedding on a weekly basis. Upon admission, each Offender shall be issued clothing consistent with current CDCR policy.

Other specialized clothing and safety equipment shall also be issued to the COUNTY Offenders consistent with current CDCR policy.

The COUNTY will provide COUNTY issued clothing to the COUNTY Offender prior to return to the COUNTY.

I. Meals.

The CDCR will provide all COUNTY Offenders with nutritional meals consistent with established CDCR policies.

J. Mail.

COUNTY Offenders will be provided with mail service. Indigent COUNTY 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 mail will be denied under this provision regardless of postage limit or financial status of the Offender. The CDCR is entitled to recoup postage fees when the COUNTY Offender has sufficient funds in his account. Pursuant to the CDCR policy, all non-confidential COUNTY Offender 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.

K. Visitation.

The CDCR shall provide space, opportunity, furniture, and equipment for visitation. Contact visitation shall be provided unless individual security concerns dictate otherwise. Visitors for COUNTY Offenders must be approved per current CDCR approval process prior to visitation. Minimum hours of visitation shall be consistent with CDCR policy.

L. COUNTY Offender Property.

COUNTY Offenders shall be allowed to possess personal property consistent with CDCR policy. Exclusions may be granted based on camp security requirements. The CDCR shall provide the COUNTY allowable property lists prior to the implementation of this agreement. See Attachment: Allowable Property List (Attachment F) CDCR will follow existing regulations on disposition of property. The CDCR shall compensate COUNTY Offenders for loss or damaged property due to the negligence of the CDCR in accordance with applicable remedies consistent with CDCR policy. County shall not be responsible for such loss nor damaged property and CDCR shall indemnify County for any and all claims, losses, liabilities, etc. attributable to such lost or damaged property while in CDCR custody.

Upon transfer of COUNTY Offender from CDCR to COUNTY, COUNTY reserves the right to exclude any property item deemed to be in conflict with COUNTY policies. COUNTY shall provide CDCR allowable property lists prior to the implementation of this agreement.

M. COUNTY Offender Appeals.

COUNTY Offenders appealing COUNTY decisions and actions shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

The CDCR will address all COUNTY Offender appeals/grievances related to conditions of confinement and other CDCR decisions while the COUNTY Offender is housed in a CDCR Fire Camp. The CDCR shall retain final authority on all issues of appeal related to CDCR decisions and actions.

N. Access to Courts.

The CDCR will ensure all COUNTY Offenders court related access consistent with the CDCR policy. All COUNTY Offenders requesting access to a law library will be transported back to the COUNTY in accordance with Section III, Subsection C.

Any court Order to Produce a COUNTY Offender that is presented to the COUNTY shall immediately be forwarded to the Camp Administrative Office for processing. The COUNTY is responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, CDCR will transport in accordance with Section III, subsection C.

O. Offender Records and Progress Reports.

1. The CDCR will handle all COUNTY Offender's OCF and ensure compliance consistent with the CDCR policy. Offender Camp records regarding COUNTY Offenders while at the Camp shall be collected and maintained on-site by the CDCR in accordance with CDCR record keeping practices and operating requirements governing confidentiality. The COUNTY Offender files will not be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to COUNTY Offenders, including Offender work/education-vocation records, shall be made available to the COUNTY for review. When a COUNTY Offender is transferred from the Fire Camp, the record provided by the COUNTY and additional information

compiled while the COUNTY Offender was at the Fire Camp will be updated and transported with the COUNTY Offender to his/her new location. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the COUNTY Offender.

2. All warrants/holds/detainers received by the COUNTY for a COUNTY Offender shall be forwarded to the Camp Administrative Office within 24 hours. All warrants/holds/detainers received by the CDCR for a COUNTY Offender shall be forwarded to the COUNTY within 24 hours.
3. The COUNTY will perform all time calculations for COUNTY Offenders while housed in the CDCR Fire Camp and will provide CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate return of COUNTY Offender to the COUNTY within 30 days of his/her release
4. CDCR will provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and existing state law.

P. Transportation & Security.

The CDCR will provide security for COUNTY Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere. The CDCR will provide transportation and transportation staffing consistent with CDCR policy to and from urgent and emergent medical care. The COUNTY is responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, CDCR will transport in accordance with Section III, subsection C.

Q. Escapes.

In the event of an escape by a COUNTY Offender(s) from the Fire Camp's physical custody, the CDCR shall initiate efforts to apprehend such COUNTY Offender(s), notify Local Law Enforcement agencies and CDCR I.D./Warrants Unit as required by state statute in the same manner it uses for any other CDCR escapee.

The escape pursuit will include all provisions as agreed to in the Memorandum of Understanding between the CCC/SCC Warden and the Sheriff of the County where the Camp is located. This would include, but is not limited to; notification timeframes, incident command, mutual aid, intelligence sharing, etc.

The CDCR shall notify the COUNTY of commitment during the initial notification process. After the initial 24 hours of escape pursuit, the CDCR Incident Commander (Warden) and the Sheriff of the County, shall evaluate the need for the continued presence of the CDCR. This decision shall be based on the intelligence received regarding the offender's whereabouts/escape route.

Annually or upon any revision, the County shall provide the CDCR with a listing of its emergency contacts.

R. Notification of Offender Incidents, Emergencies, and Discipline.

1. The CDCR will handle all COUNTY Offender related incidents and emergencies, consistent with CDCR policy and Department Operations Manual (DOM) Chapter 5, Article 2, Use of Force; Chapter 5, Article 3, Incident Report; and Chapter 5, Article 7, Inmate Deaths, Serious Injury, or Illness Notification. Such incidents are to be reported to the COUNTY as soon as reasonably practical after the incident occurrence.
2. All COUNTY Offenders are subject to CDCR rules and regulations regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while COUNTY Offenders are in CDCR custody. The COUNTY is responsible for any time credit adjustments that may result from adjudication of a disciplinary matter while COUNTY Offenders are in CDCR custody. All serious disciplinary issues involving a County Offender will be screened for possible prosecution in accordance with the Prison Crimes Referral Standard for that county where the Offender is housed.

S. Earned Time/Good Time.

The COUNTY is responsible for any earned time/good time credit adjustments for which a COUNTY Offender may be eligible while the COUNTY Offender is in CDCR custody.

T. Initial Intake and Annual Program Review.

The COUNTY Offenders shall be subjected to an initial intake and annual program review to be conducted by the respective Camp Administrative Office to confirm initial and continued Fire Camp placement are appropriate.

U. COUNTY Offender Account Deductions (Restitution) Collection and Accounting.

Upon notification of a court order for restitution by a COUNTY Offender, CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds will be remitted in a manner that adheres to the Title 15, Article 1.5, section 3097.

Notices.

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system and 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. In addition, personal delivery of any notice may also be provided. 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.

COUNTY: Notice information to be provided prior to occupancy.

V. CONTACTS.

State Contacts:

Contract Monitor:

Brian Coates, Correctional Administrator
10961 Sun Center Dr.
Rancho Cordova, CA 95670
Phone: (916) 464-4572
Fax: (916) 464-5130

Escape/Incident Reporting (I.D./Warrants):

Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038

Office of External Affairs:

Jessica Mazlum
1515 S Street, Suite 113 S
Sacramento, California 95811
Office: (916) 324-6508
BlackBerry: (916) 214-5625

COUNTY Contacts:

Contract Monitors:

Mike Judge, Captain
Coordinated Custody Management Unit
1627 S. Hargrave Street
Banning, CA 92220
Phone: (951) 922-7369
Cell: (951) 213-0643
Fax: (951) 922-7310

Arthur Turnier, Lieutenant
Riverside Alternative Sentencing Program
1627 S. Hargrave St.
Banning, CA 92220
Desk: (951)-922-7248
Cell: (951) 213-0735
Fax: (951) 922-7310

1. **Compensable Offenders**

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

2. **Payments**

The COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$46.19 for each COUNTY Offender housed in CDCR.

The COUNTY shall reimburse CDCR expenses as set forth in this Agreement as a COUNTY cost reimbursement obligation.

Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement.

3. **Billings**

CDCR will submit detailed invoices for payment of the compensation payable by the COUNTY to CDCR pursuant to the terms of Section 2, above, with supporting documentation to the COUNTY, in arrears on a monthly basis within ten business days of month_end, though the failure to do so shall not negate the obligation of the COUNTY to pay such invoice. The COUNTY will make payment within 45 days of receipt of the invoice.

Payments shall be sent to:

California Department of Corrections and Rehabilitation
Southern California Regional Accounting Office
Attention: Cashiering Unit
P.O. Box 6000
Rancho Cucamonga, CA 91729-6000

**CDCR/FIRE CAMP CORRECTIONAL BED SPACE
REIMBURSEMENT CONTRACT**

RIVERSIDE COUNTY

Agreement Term : Upon Approval through June 30, 2017						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
200	X	\$46.19	X	365	\$3,371,870.00	12/13
200	X	\$46.19	X	365	\$3,371,870.00	13/14
200	X	\$46.19	X	365	\$3,371,870.00	14/15
200	X	\$46.19	X	366	\$3,381,108.00	15/16 leap year
200	X	\$46.19	X	365	\$3,371,870.00	16/17
				Agreement total	(\$16,868,588.00)	

COUNTY agrees to reimburse directly to CDCR the per diem rate of **\$46.19** per day, or any part thereof, for each COUNTY Offender housed in a CDCR Fire Camp. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. The total amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation and medical guarding, for up to 200 county offenders housed in a CDCR Fire Camp, shall not exceed **(\$16,868,588.00)**.

1. Contract Disputes with Public Entities

This provision supersedes Section 6 entitled "Disputes" of the "General Terms and Conditions contained in Exhibit C.

As a condition precedent to the County's right to institute and pursue litigation or other legally available dispute resolution process, if any, the County agrees that all disputes and/or claims of the County arising under or related to the Agreement shall be resolved pursuant to the following processes. County's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

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 (e.g. in person or conference call) 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.

Pending the final resolution of any such disputes and/or claims, the County agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. County'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.

No provision of this Agreement shall be construed to waive the requirements for the filing of claims with the Victims Compensation Government Claims Board under Title 1, Division 3.6, Part 3, commencing with section 900 of the California Government Code. No provision of this Agreement or act or inaction by the State shall be construed as an agreement to toll the time limits for the filing of claims under Government Code Sections 911.2 – 911.4.

2. Confidentiality of Information

The County and the State agree that all inmate/patient health 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.

The parties to 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 "F" 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.

3. Confidentiality of Data

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

If the methods and procedures employed by the County for the protection of the County'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 County shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the County's possession that is independently developed by the County 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 County pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

County 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.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate

This provision supersedes Section 7 entitled "Termination for Cause" of the "General Terms and Conditions contained in Exhibit C.

The County and the State hereto agree that either may cancel this Agreement by giving the other written notice sixty (60) days in advance of the effective date of such cancellation. In the event of such termination, the County agrees to pay the State for actual services rendered up to and including the date of termination.

6. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the County indicating resumption of work by the parties under the Agreement.

7. Extension of Term

The parties may mutually agree to extend the initial term of this Agreement for successive periods of time. The terms of each extension shall be for a period of time ranging from 1 (one) to 5 (five) years, to be mutually agreed upon by the parties. 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 180 days prior to the expiration of the initial term. The provisions of this Contract 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 or any extension thereof. All County Offenders shall be returned to the County 14 (fourteen) days prior to the termination date.

8. Notification of Personnel Changes

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

9. Workers' Compensation

The County hereby represents and warrants that the County is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at the County's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to provide services under this agreement.

Prior to approval of this agreement and before performing any work, the County shall furnish to the State evidence of valid workers' compensation coverage. The County 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, the County 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 County's evidence of coverage. In the event the County 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.

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

10. 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 County access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

11. Disclosure

Neither the State nor any State employees will be liable to the County or its staff for injuries inflicted by inmates or parolees of the State. The County agrees to disclose to the State any statement(s) known made by any County inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the State in disclosing such statement(s) to the County.

12. Insurance Requirements

The County must maintain insurance throughout the entire term of the Agreement and shall be a condition of the CDCR's obligation to provide services under this Agreement. Prior to approval of this Agreement and before transporting County offenders to the CDCR, the County and any subcontractor shall furnish to the CDCR evidence of valid coverage. The following shall be considered evidence of coverage: County may provide proof of self-insurance; a certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by County's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the CDCR conveys no rights or privileges to the CDCR; nor does it insure any CDCR employee or insure any premises owned, leased, used by or otherwise or under the control of the CDCR. It does, however, serve to provide the CDCR with proof that the County and any subcontractors are insured at the minimum levels required by the State of California.

The County 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, County's insurance provider must agree to give at least thirty (30) days prior notice to the CDCR 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 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 County fails to keep insurance coverage as required herein in effect at all times, the County reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

County hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured.

13. Mutual Hold Harmless

This provision supersedes Section 5 entitled "Indemnification" of the "General Terms and Conditions contained in Exhibit C.

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent

caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

14. 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, the County 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.

The County and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the County 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 the County's request.

15. Defense/Immunity

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

16. Notice of Claims.

Within ten (10) business days after receipt by the County, or of any agent, employee or officer of the County, of a summons in any action where CDCR is a named party, or within ten (10) business days of receipt by the County, or of any agent, employee or officer thereof, of notice of claim, the County, or any agent, employee or officer, shall notify CDCR in writing of the commencement thereof. The notice requirement is intended to ensure that CDCR'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 CDCR's refusal to indemnify the County or any agent, employee, but only if such failure to notify results in a prejudice to CDCR, the County or any agent, employee or officer.

Within ten (10) business days after receipt by the CDCR, or of any agent, employee or officer of the CDCR, of a summons in any action where COUNTY is a named party, or within ten (10) business days of receipt by the CDCR, or of any agent, employee or officer thereof, of notice of claim, the CDCR, or any agent, employee or officer, shall notify COUNTY in writing of the commencement thereof. The notice requirement is intended to ensure that COUNTY'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 COUNTY's refusal to indemnify the CDCR or any agent, employee, but only if such failure to notify results in a prejudice to COUNTY, the CDCR or any agent, employee or officer.

17. Prior Occurrences

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

18. 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.

19. Risk of Physical Damage to Facility

The risks and costs of physical damage to CDCR facilities shall be considered usual costs incidental to its operation and part of the costs reimbursed by the fixed rate per County Offender day as provided in Exhibit B. This does not preclude the State from taking action against any County Offender who causes such damages.

20. County Default.

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

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

Failure by the County 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 the County hereunder, which such failure continues for a period of thirty (30) days after the County has received a written notice of deficiency from CDCR.

21. CDCR Default.

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

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 CDCR hereunder, which such failure continues for a period of thirty (30) days after CDCR has received a written notice of deficiency from the County.

22. 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.

23. 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 breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

24. 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.

25. Termination for Immediate Threat

The requirement of written notice and opportunity to cure as provided in Sections 22, 24 and 25 will not apply if the CDCR, in its sole discretion, determines that a County default has occurred, which creates an immediate threat of imminent harm to the safety, health or welfare of the public, employees, CDCR inmates or County Offenders. In such event the parties shall mutually cooperate for an immediate return of County Offenders consistent with the availability of transportation and housing.

26. Force Majeure

Neither party shall be liable for failure to perform under this Agreement 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.

27. 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.

28. Binding Nature

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

29. 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.

30. 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.

31. Notices

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system and 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. In addition, personal delivery of any notice may also be provided. 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.

COUNTY: Notice information to be provided prior to occupancy.

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

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

33. No Third Party Benefit Except As Provided.

This Agreement shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer rights, powers, benefits or privileges on any person or entity other than the parties to this Agreement. This Agreement is not intended to create any rights, liberty interests, or entitlements in favor of any County Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. County Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations, case law, or applicable court orders.

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

34. Blood borne Pathogens

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

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

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

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

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. 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

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

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

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

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

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

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

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

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

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

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

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

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Public interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

36. Clothing Restrictions

While on institution grounds, the County 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 County should contact the

institution regarding clothing restrictions prior to requiring access to the institution to assure the County and their employees are in compliance.

37. Tobacco-Free Environment

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

38. Prison Rape Elimination Policy

The State is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The State 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.

The County is expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

39. Security Regulations

- a. Unless otherwise directed by the entrance gate officer the County shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. County employees 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. Due to security procedures, the County employees 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 County.
- c. The County employees shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- d. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- e. County employees shall not cause undue interference with the operations of the institution.
- f. No picketing is allowed on State property.

40. Gate Clearance

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

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Reimbursement for Temporary Housing of County Offenders

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.
- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section

2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;

- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4
EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.

- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity

notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Arthur Turnier
Lieutenant, Riverside Sheriff's Department
1627 S. Hargrave St.
Banning, CA 92220
(951) 213-0735

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545



California Department of Corrections and Rehabilitation CONSERVATION CAMPS

Northern Male Camps (18) – CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
Alder	Del Norte County	80 person
Antelope	Lassen	100 person
Ben Lomond	Santa Cruz	100 person
Chamberlain Creek	Mendocino	100 person
Deadwood	Siskiyou	80 person
Delta	Solano	120 person
Devil's Garden	Modoc	120 person
Eel River	Humboldt	120 person
High Rock	Humboldt	100 person
Intermountain	Lassen	80 person
Ishi	Tehama	100 person
Konocti	Lake	100 person
Parlin Fork	Mendocino	100 person
Salt Creek	Tehama	120 person
Sugar Pine	Shasta	120 person
Trinity River	Trinity	120 person
Valley View	Glenn	120 person
Washington Ridge	Nevada	100 person

Southern Male Camps (17) - CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
Baseline	Tuolumne	120 person
Bautista	Riverside	120 person
Cuesta (CMC)	San Luis Obispo	100 person
Fenner Canyon	Los Angeles	120 person
Gabilan	Monterey	120 person
Growlersburg	El Dorado	120 person
La Cima	San Diego	80 person
McCain Valley	San Diego	120 person
Miramonte	Fresno	80 person
Mountain Home	Tulare	100 person
Mt. Bullion	Mariposa	100 person
Norco (CRC)	Riverside	84 person
Oak Glen	Riverside	160 person
Owens Valley	Inyo	120 person
Pilot Rock	San Bernardino	80 person
Prado	San Bernardino	80 person
Vallecito	Calaveras	100 person

Los Angeles County Fire Department Male Camps (4)

<u>Camp</u>	<u>County</u>	<u>Population</u>
Acton	Los Angeles	80 person
Francisquito	Los Angeles	80 person
Holton	Los Angeles	100 person
Julius Klein	Los Angeles	120 person

Female Camps (3)

<u>Camp</u>	<u>County</u>	<u>Population</u>
Malibu	Los Angeles (LAC Fire)	100 person
Puerta La Cruz	San Diego (CAL FIRE)	120 person
Rainbow	San Diego (CAL FIRE)	100 person

Fire Camp Offender Criteria - Criminal History

Category	Exclusionary Criteria
Definitive Exclusionary Criteria	
Violent Felonies	Current or prior PC 667.5(c) conviction(s) or comparable out-of-state conviction(s).
Serious Felonies	Current or prior PC 1192.7(c) and/or PC 1192.8 conviction(s) or comparable out-of-state conviction(s).
Sex Offenses	Current or prior conviction(s) requiring PC 290 registration or comparable out-of-state conviction(s).
Time To Serve	Less than one year to serve. More than five years to serve (projected at two-for-one credit earning).
Escape History	History of escape. Any "walk-away" within the past ten years.
Felony Holds	Active felony holds, warrants, or detainers for felony offenses.
Misdemeanor Holds	Not exclusionary EXCEPT where it is unclear whether a charge is a felony or a misdemeanor.
Qualifying Active and Potential USICE Holds	Active or potential USICE Hold with prior deportation. Active USICE hold with no prior deportation and no immediate family ties and/or no established work history of 12 months or more.
Prison Gang Membership ¹	Active or inactive gang member or associate.
Disciplinary History	Any in-custody misconduct in the last 12 months of incarceration resulting in a finding of guilt that could constitute a felony whether or not prosecution is undertaken.
SHU/PHU History ¹	SHU/PHU term in the last 12 months.
High Notoriety ¹	Designated High Notoriety or Public Interest Cases.
Arson	Current or prior commitment for arson of structure, forest, or property, or arson with injuries. Conviction, arrest, or detention for possession of explosive device. BPH finding for arson related offenses. ¹
Case-by-Case Exclusionary Criteria	
Sex Offenses	Arrests in California equivalent to PC 290 offense(s).
Potential Felony Holds	Potential felony hold(s) or open disposition(s) for serious or violent offense(s). (Clear and then refer.)

¹ This screening will take place at CDCR Camp Administrative Office.

Fire Camp Offender Criteria - Medical/Mental Health/Dental

Category	Criteria
Medical	
Consultative Services	Requires two or fewer consultations by General Surgery, Orthopedics, GYN, Radiology, Ophthalmology, or Internal Medicine
Functional Capacity	Has no work restrictions Has bilateral vision with 20/40 each eye with corrective spectacles Has good bilateral grip strength Has good mobility and endurance Able to dig ditches, chop wood, haul water Able to work at high altitudes
Medical Risk	No chronic medical conditions OR Chronic medical conditions are in good control and are common conditions.* Not taking any medications OR Has good adherence to proscribed medications
Nursing Care Acuity	Does not require medications to be administered by a nurse Requires only access to limited nurse sick call and to emergency care
<i>* Asthma with ACT > 20 and requiring < 4 rescue canisters; Diabetes A1c < 8.0; Hypertension with BP < 161/101; Seizure disorder with no breakthrough seizures</i>	
Mental Health	
Medications	Is not presently prescribed any psychotropic medication (for example: antipsychotics, antidepressants, or mood stabilizers)
Mental Health Treatment	Has been screened by a Mental Health Clinician who has determined that this individual: <ul style="list-style-type: none"> Who has a past history of mental health treatment, has been emotionally stable without psychotropic medication(s) for a period of at least six months OR <ul style="list-style-type: none"> Does not require mental health treatment
Dental *	
Prosthesis	Is not presently awaiting delivery of dental prosthesis
Current State	Is not currently experiencing toothache/pain
Required Treatment	Has no unusual or soft tissue pathology requiring treatment within 60 days
<i>* Requires screening/examination performed by a Dentist that includes any necessary radiographs</i>	

County Fire Camp Offender Screening and Processing

COUNTY SCREENING

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

COUNTY	RIVERSIDE COUNTY	OFFENDER NAME (LAST, FIRST, MIDDLE)	DOB
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SECTION 2: REQUIRED DOCUMENTS (ATTACH TO THIS FORM)

<input type="checkbox"/>	CURRENT CI&I RAP SHEET	CDCR USE	<input type="checkbox"/>	DOCUMENTED ENEMIES	CDCR USE
<input type="checkbox"/>	ABSTRACT OF JUDGMENT – CURRENT COMMITMENT		<input type="checkbox"/>	CURRENT TB TEST RESULTS	
<input type="checkbox"/>	PROBATION OFFICER'S REPORT – CURRENT CONVICTION		<input type="checkbox"/>	TWO CURRENT ID PHOTOS (FRONT AND SIDE VIEW)	
<input type="checkbox"/>	RELEASE DATE INFORMATION		<input type="checkbox"/>	COMPLETED OFFENDER INFORMATION FORM	
<input type="checkbox"/>	COPY OF DISCIPLINARY ACTION(S)		<input type="checkbox"/>	COMPLETED POWER OF ATTORNEY FORM	

SECTION 3: CRIMINAL HISTORY SCREENING

BASED ON A REVIEW OF THE OFFENDER'S CRIMINAL HISTORY, CHECK ANY APPLICABLE EXCLUSIONARY BOX(ES) BELOW:

DEFINITIVE EXCLUSIONARY CRITERIA		CDCR USE
<input type="checkbox"/>	CURRENT OR PRIOR PC 667.5(c) CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS	
<input type="checkbox"/>	CURRENT OR PRIOR PC 1192.7(c) AND/OR 1192.8 CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS	
<input type="checkbox"/>	CURRENT OR PRIOR ARREST OR CONVICTION FOR OFFENSES REQUIRING PC 290 REGISTRATION OR COMPARABLE OUT-OF-STATE ARRESTS	
<input type="checkbox"/>	LESS THAN ONE YEAR TO SERVE	
<input type="checkbox"/>	MORE THAN FIVE YEARS TO SERVE (PROJECTED AT TWO-FOR-ONE CREDIT EARNING)	
<input type="checkbox"/>	HISTORY OF ESCAPE	
<input type="checkbox"/>	ANY "WALK-AWAY" WITHIN THE PAST TEN YEARS	
<input type="checkbox"/>	ACTIVE FELONY HOLDS, WARRANTS, OR DETAINERS FOR FELONY OFFENSES	
<input type="checkbox"/>	ANY HOLD WHERE IT IS UNCLEAR WHETHER THE CHARGE IS A FELONY OR A MISDEMEANOR	
<input type="checkbox"/>	ACTIVE OR POTENTIAL USICE HOLD WITH PRIOR DEPORTATION	
<input type="checkbox"/>	ACTIVE USICE HOLD WITH NO PRIOR DEPORTATION AND NO IMMEDIATE FAMILY AND/OR NO ESTABLISHED WORK HISTORY OF 12 MONTHS OR MORE	
<input type="checkbox"/>	ANY IN-CUSTODY MISCONDUCT IN THE LAST 12 MONTHS OF INCARCERATION RESULTING IN A FINDING OF GUILT THAT COULD CONSTITUTE A FELONY WHETHER OR NOT PROSECUTION IS UNDERTAKEN	
<input type="checkbox"/>	CURRENT OR PRIOR COMMITMENT FOR ARSON OF STRUCTURE, FOREST, OR PROPERTY, OR ARSON WITH INJURIES	
<input type="checkbox"/>	CONVICTION, ARREST, OR DETENTION FOR POSSESSION OF EXPLOSIVE DEVICE	
CASE-BY-CASE EXCLUSIONARY CRITERIA		CDCR USE
<input type="checkbox"/>	ARREST IN CALIFORNIA EQUIVALENT TO PC 290 OFFENSE(S)	
<input type="checkbox"/>	POTENTIAL FELONY HOLDS FOR SERIOUS OR VIOLENT OFFENSES, INCLUDING OPEN DISPOSITIONS (CLEAR AND THEN REFER)	
<input type="checkbox"/> CLEARED FOR FIRE CAMP (PROCEED TO SECTION 4)		<input type="checkbox"/> INELIGIBLE FOR FIRE CAMP
CRIMINAL HISTORY SCREENING COMPLETED BY (PRINT NAME & TITLE)		SIGNATURE
LOCATION		TELEPHONE NUMBER
		DATE
		BADGE NUMBER

SECTION 4: MEDICAL/MENTAL HEALTH/DENTAL SCREENING

MEDICAL SCREENING			
<i>CONSULTATIVE SERVICES</i>	<i>FUNCTIONAL CAPACITY</i>	<i>MEDICAL RISK</i>	<i>NURSING CARE ACUITY</i>
<input type="checkbox"/> REQUIRES 2 OR FEWER CONSULTATIONS BY GENERAL SURGERY, ORTHOPEDICS, GYN, RADIOLOGY, OPHTHALMOLOGY, OR INTERNAL MEDICINE	<input type="checkbox"/> HAS NO WORK RESTRICTIONS <input type="checkbox"/> HAS BILATERAL VISION WITH 20/40 EACH EYE WITH CORRECTIVE SPECTACLES <input type="checkbox"/> HAS GOOD BILATERAL GRIP STRENGTH <input type="checkbox"/> HAS GOOD MOBILITY AND ENDURANCE <input type="checkbox"/> ABLE TO DIG DITCHES, CHOP WOOD, HAUL WATER <input type="checkbox"/> ABLE TO WORK AT HIGH ALTITUDE	<input type="checkbox"/> NO CHRONIC MEDICAL CONDITIONS OR <input type="checkbox"/> CHRONIC MEDICAL CONDITIONS ARE IN GOOD CONTROL AND ARE COMMON CONDITIONS* <input type="checkbox"/> NOT TAKING ANY MEDICATIONS OR <input type="checkbox"/> HAS GOOD ADHERENCE TO PROSCRIBED MEDICATIONS	<input type="checkbox"/> DOES NOT REQUIRE MEDICATIONS TO BE ADMINISTERED BY A NURSE <input type="checkbox"/> REQUIRES ONLY ACCESS TO LIMITED NURSE SICK CALL AND TO EMERGENCY CARE
<p>* ASTHMA WITH ACT > 20 AND REQUIRING < 4 RESCUE CANISTERS; DIABETES A1C < 8.0; HYPERTENSION WITH BP < 161/101; SEIZURE DISORDER WITH NO BREAKTHROUGH SEIZURES</p>			
MENTAL HEALTH SCREENING			
<input type="checkbox"/> IS NOT PRESENTLY PRESCRIBED ANY PSYCHOTROPIC MEDICATION (FOR EXAMPLE: ANTIPSYCHOTICS, ANTI-DEPRESSANTS, OR MOOD STABILIZERS)	OR <input type="checkbox"/> HAS BEEN SCREENED BY A MENTAL HEALTH CLINICIAN WHO HAS DETERMINED THAT THIS INDIVIDUAL, WHO HAS A PAST HISTORY OF MENTAL HEALTH TREATMENT, HAS BEEN EMOTIONALLY STABLE WITHOUT PSYCHOTROPIC MEDICATION(S) FOR A PERIOD OF AT LEAST SIX MONTHS.		<input type="checkbox"/> HAS BEEN SCREENED BY A MENTAL HEALTH CLINICIAN WHO HAS DETERMINED THAT THIS INDIVIDUAL DOES NOT REQUIRE MENTAL HEALTH TREATMENT
DENTAL SCREENING *			
<input type="checkbox"/> IS NOT PRESENTLY AWAITING DELIVERY OF DENTAL PROSTHESIS	<input type="checkbox"/> IS NOT CURRENTLY EXPERIENCING TOOTHACHE/PAIN	<input type="checkbox"/> HAS NO UNUSUAL OR SOFT TISSUE PATHOLOGY REQUIRING TREATMENT WITHIN 60 DAYS	
<p>*REQUIRES SCREENING/EXAMINATION PERFORMED BY A DENTIST THAT INCLUDES ANY NECESSARY RADIOGRAPHS.</p>			
COMMENTS			
<input type="checkbox"/> CLEARED FOR FIRE CAMP (SUBMIT TO CDCR)		<input type="checkbox"/> INELIGIBLE FOR FIRE CAMP	
MEDICAL/MENTAL HEALTH/DENTAL SCREENING COMPLETED BY (PRINT NAME & TITLE)		SIGNATURE	
LOCATION		TELEPHONE NUMBER	DATE

CDCR SCREENING AND PROCESSING

SECTION 5: ADDITIONAL OFFENDER INFORMATION

OFFENDER CI&I NUMBER	PRIOR CDCR NUMBER(S)
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SECTION 6: REVIEW OF COUNTY DOCUMENTS AND COUNTY SCREENING

<input type="checkbox"/>	ALL REQUIRED DOCUMENTS RECEIVED (SECTION 2)
<input type="checkbox"/>	COUNTY CRIMINAL HISTORY SCREENING COMPLETED (SECTION 3); OFFENDER CLEARED FOR FIRE CAMP BY COUNTY
<input type="checkbox"/>	COUNTY MEDICAL/MENTAL HEALTH/DENTAL SCREENING COMPLETED (SECTION 4); OFFENDER CLEARED FOR FIRE CAMP BY COUNTY

SECTION 7: CDCR CRIMINAL HISTORY SCREENING

BASED ON A REVIEW OF THE OFFENDER'S CRIMINAL HISTORY, CHECK ANY APPLICABLE EXCLUSIONARY BOX(ES) BELOW:

<input type="checkbox"/>	ACTIVE OR INACTIVE GANG MEMBER OR ASSOCIATE	
<input type="checkbox"/>	SHU/PHU TERM IN THE LAST 12 MONTHS	
<input type="checkbox"/>	DESIGNATED HIGH NOTORIETY OR PUBLIC INTEREST CASE	
<input type="checkbox"/>	BPH FINDING FOR ARSON RELATED OFFENSE(S)	
COMMENTS		
<input type="checkbox"/> CLEARED FOR FIRE CAMP	<input type="checkbox"/> INELIGIBLE FOR FIRE CAMP	
CDCR SCREENING COMPLETED BY (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
INSTITUTION/CAMP ADMINISTRATIVE OFFICE	TELEPHONE NUMBER	DATE

SECTION 8: CDCR FIRE CAMP PLACEMENT APPROVAL

FIRE CAMP PLACEMENT APPROVED?	COMMENTS:	
<input type="checkbox"/> YES <input type="checkbox"/> NO		
CAMP ADMINISTRATOR (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
INSTITUTION/CAMP ADMINISTRATIVE OFFICE	TELEPHONE NUMBER	DATE

County Fire Camp Offender Information

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

COUNTY RIVERSIDE COUNTY	OFFENDER NAME (LAST, FIRST, MIDDLE)	DOB
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SECTION 2: EMERGENCY CONTACT (IN EVENT OF ILLNESS OR DEATH)

NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL

SECTION 3: FAMILY

NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL

COMPLETED BY (PRINT)

SIGNATURE

DATE



ALLOWABLE PROPERTY FOR COUNTY FIRE CAMP INMATES

(Total allowable property may not exceed 6 cubic feet.)

ATHLETIC SHORTS (White or light gray only. No logos or printing. No inside pockets).	2
ATHLETIC SUPPORTER	2
BOOTS, FIRE RATED (Grade eligible inmates assigned to Conservation Camps only. The color black is approved).	1
BOOT SOCKS (Grade eligible inmates assigned to Conservation Camps only. White or light gray only).	4 pair
BRIEFS/BOXERS (White only).	10
GLOVES (Zippers, pockets, or metal not allowed. White or light gray only. One for one exchange).	1
HATS and CAPS BASEBALL (White or light gray only). WATCH CAPS (White or light gray only). (No stripes, designs, or logos).	3
RAIN COAT/PONCHO (Transparent only).	1
SHOELACES (White only. Max. 54". One for one exchange).	1 pair
SHOWER SHOES (Foam or soft rubber, single layer construction, not exceeding 1" in thickness).	1 pair
SLIPPERS / HOUSE SHOES (No leather or leather-like materials. Must be predominantly white or gray in color).	1 pair
SOCKS (White only. Any combination of short to knee-high).	7
SWEAT SHIRT (Light gray, or white, or off-white only).	2
SWEAT PANTS (Light gray, or white, or off-white only. No inside pockets).	2
TENNIS SHOES (No shades of red or blue. Low, mid, or high tops are permitted. Must be predominantly white in color. No K-Swiss, Bugle Boys, Joy Walkers, Pumps, Gels, British Knights, DC, or Airlifts. Shoe laces white only. Not to exceed \$75.00. No hidden compartments, zippers, or laces that are covered or concealed. No metal components including eyelets).	1 PAIR
UNDERWEAR, THERMAL OR LONG (Light gray, or white, or off-white only. One pair consists of top and bottom or solid one piece).	2 SETS
UNDER SHIRTS (White or light gray only. Any combination of crew neck, v-neck, long sleeve, or sleeveless athletic tank-top. Turtle neck and mock turtle neck are not permitted).	5
WAVE CAPS (White or light gray only).	2
AFTER SHAVE (Must be clear and in clear container only. 5 oz. max.).	2
BODY POWDERS (Baby powder, foot powder, medicated powder, talcum powder, etc. 20 oz. max.).	2
COMB/HAIR PICK (COMB - Non-metal, no handle, not to exceed maximum of 6" in length, no handle/HAIR PICK - non-metal not to exceed 6" in length,).	1
COSMETIC/SHAVING BAG (Not to exceed 6" x 6" x 8". Plastic. Clear case only).	1
COTTON SWABS	100
DENTAL ADHESIVE (For approved denture wearers only).	2

DENTAL FLOSSERS/GLIDERS/SAFETY DENTAL FLOSS (No more than 3" in length. Amount allowed in possession to be determined by local institutional procedure. Warden discretion on the type of flosser that would meet their respective institution's safety and/or security needs).	YES
DENTURE CLEANSER	2 BOXES
DEPILATORYS (Hair removers, Magic Shave, etc. 10 oz. max.).	2
DEODORANT/ANTIPERSPIRANT (Stick, gel, or roll-on., deodorant must be clear and in clear container only. 5 oz. max.).	4
FACE CREAM (Noxema, etc. Products with glycerin as primary ingredient are not permitted. 10 oz. max.).	2
HAIR CONDITIONER (20 oz. max.).	2
HAIR OIL / GREASE (20 oz. max.).	2
HAIR TIES (Colors of black, white, and gray only).	10
INSECT REPELLANT (Must contain N,N-diethyl-m-toluamide (DEET) as main active ingredient).	2
LAUNDRY DETERGENT (Powder or liquid. 36 oz. max.).	1 2
LIP BALM (No pigmentation added).	2
LOTIONS (Includes sun-block and baby oil. Sun block shall be a minimum of SPF 15. Products with glycerin as primary ingredient are not permitted. 30 oz. max.).	2
MEDICATIONS, OVER-THE-COUNTER (OTC) (Only those OTC medications permitted by the Division of Correctional Health Care Services shall be stocked by institution canteens,. OTC medications are not approved for inmate packages, except those OTC medications listed below). The following OTC medications are authorized in both inmate packages and inmate canteens: solid tablet or capsule form only. Cough drops, sugar free only (non-formulary versions); Digestive aids containing Lactobacillus; and Guaifenesin (single ingredient only. No alcohol).	YES
MIRROR (Maximum of 6" diameter).	1
MOUTHWASH (Non-alcohol only. 30 oz. max.).	2
MUSCLE RUB and VAPOR RUB (Soft plastic containers/tube only. 5 oz. max.).	1
NAIL CLIPPER (Maximum of 2" length. No file blade).	1
PALM BRUSH/COMB (No handle. .Plastic only).	1
PERMANENT CURL/HAIR RELAXER KIT (No lye).	2 BOXES
PERMANENT WAVE KIT	2 BOXES
PERMANENT WAVE RODS (Non electric. Plastic only. 3.5" max. in length. Gray only).	40
PETROLEUM JELLY	2
RAZOR, DISPOSABLE	10
SHAMPOO (20 oz. max.).	2
SHAVING CREAM/GEL (Non-aerosol. 10 oz. max.).	2
SOAP, BAR (5 oz. max. Medicated soap containing additional ingredients; i.e., insecticides, keratolytics, antiseptics, antipruritics is allowed).	6
SOAP DISH (Non-metal. Clear case only).	1
SOAP, LIQUID BODY WASH/DISH SOAP (20 oz. max.).	2
TOOTHBRUSH	2
TOOTHBRUSH HOLDER (Clear plastic only. May only cover head of toothbrush).	1

TOOTHPASTE / POWDER (Toothpaste must be clear and in clear container. 7 oz. max.).	3
WASHCLOTHS (White only).	3
ARTIFICIAL SWEETENER	YES
BEVERAGES (Canned or bottled soda, water, etc., canteen purchase only. Beverages are not approved for inmate packages. No fruit juice containing sugar. Canned soda in aluminum cans is permissible for all Security Levels.	YES
CANDY (Shall not contain alcohol or liquors, hard candy shall be sugar free only. Candy bars and soft candies that contain chocolate, i.e., M&M's®, Milk Duds®, Tootsie Roll®, etc. All other candies soft and/or hard shall be sugar free. Candy shall not contain alcohol or liqueurs. No foil packaging).	YES
CANNED GOODS (Canteen only). NOTE: for canned soda, refer to BEVERAGES.	YES
CEREALS (Dry. Boxes or re-sealable bags single serving packets only. 26 oz. max.).	YES
CHEESE (Non-aerosol).	YES
CHIPS/TACO SHELLS	YES
COCOA (Sugar free).	YES
COOKIES	YES
COFFEE (Instant only).	YES
CONDIMENTS Spices, seasonings, sauces (hot, soy, etc.); mustard, mayonnaise, salad dressing/olive oil, sugar free honey, dried vegetables, etc.; are permissible. Tomato based products containing sugar such as ketchup, BBQ sauce, pizza sauce, etc. are not permitted. Items containing sugar such as jams, jellies, honey, syrup, juices, and sugar are not permitted. Nutmeg and mace are not permitted.	YES
CRACKERS	YES
CREAMER (Powdered only).	YES
DRY MIX DRINKS (Non-flammable - Sugar-free only).	YES
FOODS, POUCHED/VACUUM PACKED (Tuna, sardines, vegetables, etc.).	YES
HERBAL/BOTANICAL/BIOLOGICAL SUPPLEMENTS (Solid tablet/caplet or softgel form only. Six bottles/containers maximum allowed per product, i.e., six bottles of Ginkgo Biloba, six bottles of Milk Thistle, etc. Bottles/containers not to exceed 250 tablets/caplets/softgels per bottle/container. Product shall be stored in original bottle/container. No bulk powdered products are permitted.). Herbal/botanical supplements (derived from botanical sources such as plants, trees, seeds, roots, fruits, and vegetables), i.e., Ginkgo Biloba, Milk Thistle, Resveratrol, Saw Palmetto, Cranberry, Fruit/Vegetable Extracts, Ginseng, Echinacea, Rose Hips, Pomegranate, Lycopene, Bioflavonoids, Green Tea, Valerian, Flax Seed Oil, Methylsulfonylmethane (MSM), Circumin (Turmeric) Peppermint Oil. Biological supplements (derived from biological sources such as shellfish, animal cartilage, bone, tissue), i.e., Glucosamine, Chondroitin, Coenzyme Q ₁₀ , Hyaluronic acid, and Fish Oil (Omega 3 Fatty Acid).	YES
MEATS, DRY (Salami, jerky, sausages, etc.).	YES
MISCELLANEOUS SNACK ITEMS (Snack cakes, bars, pies, pickles, etc.; are permissible. Dried fruit is not permitted).	YES
NUTS (No shells).	YES
PEANUT BUTTER (30 oz. max.)	YES
PRECOOKED/RECONSTITUTED/DEHYDRATED/INSTANT FOODS (Rice, beans, chile, couscous, hummus, Pasta (16 oz. max. is permitted), etc. Restricted to single serving containers only. No foil packaged items permitted. No raw food products allowed, i.e., raw/uncooked rice, beans, etc.)	YES

PROTEIN SUPPLEMENTS (Solid tablet/caplet or softgel form only, 400 max. Six bottles/containers maximum allowed per product, i.e., six bottles of Soy-Rich Protein, six bottles of chewable Protein tablets, etc. Bottles/containers not to exceed 400 tablets/caplets/softgels per bottle/container. Product shall be stored in original bottle/container. No bulk powdered products are permitted.). Protein supplements shall contain at a minimum, the following nine essential amino acids: Isoleucine, Leucine, Lysine, Methionine, Phenylalanine, Threonine, Tryptophan, Valine and Histidine. The following 14 nonessential amino acids are acceptable in a protein supplement, but only when the 9 essential amino acids are also present: Alanine, Asparagine, Aspartate, Cysteine, Glutamate, Glutamine, Glycine, Proline, Serine, Tyrosine, Arginine, Carnitine, Citrulline, Ornithine.	YES
SOUPS/NOODLES (Ramen, rice noodles, etc.). (Styrofoam containers are restricted not permitted from for inmate possession in ASU and SHU. Staff may empty the contents of the Styrofoam container into an alternate container, retain and dispose of the empty Styrofoam container).	YES
TEA (Bags and instant).	YES
VITAMIN / MINERAL SUPPLEMENTS (Solid tablet/caplet or capsule softgel form only. Not to exceed 250 max tablets/caplets/softgels per bottle/container. Maximum six bottles/containers allowed per product, i.e., six bottles of Vitamin C, six bottles of Chromium, etc. Multiple Vitamin, Multiple Vitamin/Mineral and Single Vitamin packaging allowed. Supplements must remain in original container. No bulk powdered products are permitted). Allowable Vitamin Supplements: A (Retinoids: retinol, retinoids and carotenoids), B1 (Thiamine), B2 (Riboflavin), B3 (Niacin, niacinamide), B5 (Pantothenic acid), B6 (Pyridoxine, pyridoxamine, pyridoxal), B7 (Biotin), B9 (Folic acid, folinic acid), B12 (Cyanocobalamin, hydroxycobalamin, methylcobalamin), C (Ascorbic Acid), D (Ergocalciferol, cholecalciferol), E (Tocopherols, tocotrienols), K (Phylloquinone, menaquinones). Allowable Mineral Supplements: Boron, Calcium, Chloride, Chromium, Cobalt, Copper, Iodine, Iron, Magnesium, Manganese, Molybdenum, Nickel, Phosphorus, Potassium, Selenium, Sodium, Sulfur, Vanadium, Zinc.	YES
ADDRESS BOOK (Soft plastic/Ppaperback cover only,. 3" x 5" maximum).	1
AUDIO CASSETTES (Professionally pre-recorded only. No audio cassette or individual songs that have a parental advisory label. Possession of a player is not required).	10
BALLPOINT PENS (Non-metal, clear plastic only. Blue/Black ink only. Flexible pens or pen fillers may be required for ASU/SHU by local facility procedure).	4
BATTERY RECHARGER (Does not count as an electrical appliance).	1
BATTERIES	8
BOOKS, MAGAZINES, AND NEWSPAPERS (Paperback or hardback with cover removed only. Limits do not apply to legal materials).	10
BOWL (Plastic,. Future construction material to be approved by DAI. Maximum of 8" in diameter. Plastic lid optional).	2
CALENDAR (12" x 24 1/2" maximum dimensions. No metal).	1
CAN OPENER (P-38 or equivalent).	1
CARD STOCK/DRAWING PAPER (White only. 12" x 12" max. size).	10 sheets
CLOCK (Non-electric, no alarm).	1
COMBINATION LOCK (Common key required by institution,. Canteen item only. Not approved for inmate packages).	1

COMPACT DISCS (CD) (Factory sealed, pre-recorded only,. No CDs or individual songs that have a parental advisory label. Sets including DVDs shall not be permitted. Possession of a player is not required).	10
CORRESPONDENCE COURSE (Does not impact the limit on books. Must be within the established 6-cubic feet limit of allowable property).	1 YES
ENVELOPES, BLANK AND/OR PRE-STAMPED – ENVELOPES, CLASP/GRIP SEAL (10" x 15" max. size. ASU/SHU/PSU clasp shall be removed).	40
ENVELOPES, METERED (Indigent inmates only).	5
EXTENSION CORD (Maximum length of 6', UL approved only,. Must adhere to requirements established in California Electric Code Section 400.8, three prong outlet only, with circuit breaker. upon local facility discretion Permitted by Warden's discretion).	1
GREETING CARDS (Maximum size 6" x 9").	10
HANDKERCHIEFS/BANDANNAS (Solid color. White or light gray only. Maximum size of 22" x 22").	5
LEGAL MATERIAL (Books, pamphlets, and other legal reference).	YES
LEGAL PADS / TABLETS AND NOTEBOOKS (No spiral bound. White and yellow paper only. 9" x 14" max.).	4
LEGAL SIZE FILE FOLDERS/WALLET ENVELOPES (10" x 15" max. size).	YES
LIGHT BULBS (Not to exceed 30 watts).	1
PENCILS, DRAWING (Colored), OR WRITING (Non-mechanical only).	24 20
PENCIL ERASER	1
PENCIL SHARPENER (Non-electric, hand held only. No metal cover. Maximum 2" length).	1
PHOTOS / PORTRAITS (Maximum of 8" x 10". No Polaroid).	YES
PHOTO ALBUMS (Soft plastic/paperback cover. Maximum of 9" x 12").	4
PLASTIC TUMBLER (16 ounce or less).	2
READING GLASSES – NON PRESCRIPTION (Magnifying glasses).	1
RELIGIOUS ITEMS (As approved by the local religious review committees, i.e., kufi caps, yarmulikeas, prayer rugs, etc.).	YES
SPLITTER (For use with television).	1
STAMPS (U.S. Postal only).	40
STATIONERY (For written correspondence, May be decorated and have matching envelopes. Must be predominantly white. 8.5" x 11" max.).	500 sheets
SUN GLASSES – NON-PRESCRIPTION (No metal/steel frames, non-mirrored, no red or blue lenses. Purchase value not to exceed \$50.00, Excludes prescription sun glasses. Purchase value not to exceed \$50).	1
STORAGE CONTAINER (As permitted by Warden's discretion local institutional authority,. May include clear storage containers, foot lockers, denture holders, etc.).	YES
TUMBLER (Plastic. Future construction material to be approved by DAI. 16 ounces or less).	2
WALLET (Plain brown or black, no engravings).	1
CARDS (No role playing).	1
CHECKERS (No wooden boards. Plastic pieces only).	1
CHESS (No wooden boards. Plastic pieces only).	1
DOMINOS	1

AUDIO ENTERTAINMENT APPLIANCE (PG A and B; AM/FM radio/CD/cassette tape player or any combination allowed. AC power or battery operated. Must have earphone jack and headphones/earbuds. Clear case only. No detachable speakers. Outside measurements not to exceed 3" x 6" x 6").	1
CALCULATOR (Hand held, battery or solar battery operated. No games, clock, or alarm. No removable memory storage device, disks, tapes, chips (CPUs). No capability to transfer information. (Purchase value not to exceed \$25).	1
EARBUDS (Maximum cord length 8.5'. Clear case only. Existing non-clear devices may be retained until no longer operational. Purchase value not to exceed \$50).	1
FAN (AC power or battery operated. Plastic blade and cage. Not to exceed 9". Purchase value not to exceed \$25).	1
HAIR CLIPPER/TRIMMER (AC power, battery operated, or rechargeable. Includes attachments and combs. Clear case only. Existing non-clear case trimmers may be retained until no longer operational. Spare blades may not be kept in possession of inmate. Purchase value not to exceed \$80).	1
HANDICRAFT (Requires institutional approval).	YES
HEADPHONES (Maximum cord length 8.5'. Clear case only. Purchase value not to exceed \$250).	1
HEALTH CARE APPLIANCE (Dr. Rx. only. Not subject to the six-cubic foot limit. Includes prescription eyeglasses and prescription sunglasses).	YES
HOT POT (UL approved, maximum 350 watts, 40 oz. liquid capacity. Clear, non-removable base from body, temperature sensitive thermal fuse, allowable based upon local facility determination). NOTE: If this item is used in an assault or in a manner that constitutes a safety/security threat, the inmate shall permanently lose the privilege of possession of this item.	1
LAMP - Not to exceed 3 pounds or 12" extended length. Not to exceed 30 watts. Not to exceed \$25. Flexible neck only. AC power or battery operated. Purchase value not to exceed \$25.	1
MUSICAL INSTRUMENT (As determined by local institutional procedures. Combined instrument and case dimensions shall not exceed 46" x 24" x 12". New purchases of keyboards are no longer permitted in male facilities. Existing keyboards are permitted).	1
RAZOR, ELECTRIC/PERSONAL GROOMER (Nose/ear trimmer) (AC power or battery operated. Purchase value not to exceed \$580).	1
RELIGIOUS MEDAL AND CHAIN (Not to exceed \$100, Chain not to exceed 18" in length,. Obtainable as a set only,; chains may not be purchased separately from medal. 1" max. diameter. Existing medals exceeding 1" may be retained by the inmate. Purchase value not to exceed \$100).	1
RING (Wedding band,. One only,. Yellow or white metal only. Not to exceed \$100, maximum declared value, and may not contain a set or stone).	1
TYPEWRITER, ELECTRIC (AC power or battery operated. Portable only. Outside cabinet clear case and Not to exceed 24" x 18" x 12". Existing non-clear typewriters may be retained until no longer operational. No removable memory storage device, disks, tapes, chips (CPUs). Temporary internal memory up to one-line for correction purposes is permissible. Memory must automatically clear when device is turned off. No capability to transfer information. Existing memory typewriters may be retained with owner's manual until no longer operational. (Purchase value not to exceed \$2500).	1
TYPEWRITER, MANUAL (Restricted from Level IV 180 design housing. Portable only. Not to exceed 24" x 18" x 12". No removable memory storage device, disks, tapes, chips (CPUs). No capability to transfer information. (Purchase value not to exceed \$200).	1

WATCH (Wrist or pocket style. No sets or stones. No memory storage device, disks, tapes, or CPUs. No alarm, calculator, radio, TV, game, or communication capabilities. No capacity to transfer information. (Purchase value not to exceed \$50).	1
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State of California—Department of Corrections

BODY RECEIPT

Date_____

I have this date received from:

Person Received_____

Received from Court_____Returned from Escape_____Returned from Other_____

Property_____

Cash_____

The above listed is all the property and cash I had in my possession.

Person Received_____

(Receiving Officer)

Institution_____

CDC-123