

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



ITEM
3.23
(ID # 9629)

MEETING DATE:

Tuesday, April 30, 2019

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Memorandum of Understanding for the Purpose of Automatic Aid Fire Protection and Emergency Services Between Riverside County Fire Department and the Chuckawalla Valley State Prison Fire Department until terminated by either party by giving 90 days' notice. [\$0] District 4

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Memorandum of Understanding for the Purpose of Automatic Aid Fire Protection and Emergency Services Between Riverside County Fire Department and the Chuckawalla Valley State Prison Fire Department,
2. Authorize the Chairman of the Board to execute this Memorandum of Understanding on behalf of the County; and
3. Authorize the Fire Chief to negotiate and execute any amendments to the Annual Operating Plan

ACTION:


Shawn Newman, Chief Cal Fire Riverside County

4/16/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez

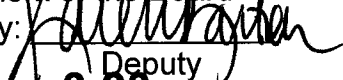
Nays: None

Absent: Hewitt

Date: April 30, 2019

xc: Fire

Kecia Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Fire Department desires to contract for Automatic Aid Fire Protection Services with the Chuckawalla Valley State Prison Fire Department, and as such, the two agencies have reached an agreement as to the level of services to be provided. Under this Agreement, in some circumstances, the Chuckawalla Valley State Prison Fire Department will respond to fire and emergency medical/rescue incidents outside of the Chuckawalla Valley State Prison Fire Department, and that in some circumstances the Riverside County Fire Department will respond to fire and emergency medical/rescue incidents within the jurisdictional boundaries of the Chuckawalla Valley State Prison Fire Department. The agreement can be terminated by either Party, at its sole discretion for any or no reason, by giving ninety (90) days written notice to the other Party.

Impact on Residents and Businesses

The County of Riverside and the Chuckawalla Valley State Prison Fire Department will benefit with the Automatic Aid Fire Protection Services, by securing automatic aid in fire protection; in the protection of life and property from fire, and in fire fighting for the residents and visitors of both areas. The Automatic Aid Fire Protection Services will also create a greater and better relationship between both Parties.

SUPPLEMENTAL:

Additional Fiscal Information

No payment shall be made between the Parties as compensation for any series performed pursuant to this Agreement. Should the requesting Party pursue cost recovery, as allowed by Health and Safety Code Section 13009 or other applicable law as amended from time to time, then that Party shall bill on behalf of the responding Party for all its reimbursable costs and expenses incurred in responding to the incident.

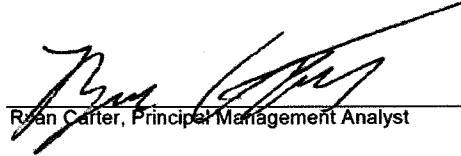
Contract History and Price Reasonableness

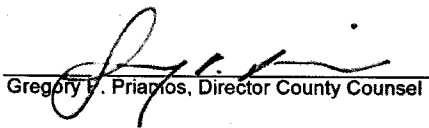
The Riverside County and Chuckawalla Valley State Prison Fire Department has a previous Mutual Aid Agreement approved December 3, 1991, Item #3.17. This agreement supersedes the previously mentioned agreement. There is no previous Memorandum of Understanding for

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

the Purpose of Automatic Aid Fire Protection and Emergency Services between he County of Riverside and Chuckawalla Valley State Prison Fire Department.


Diane Sinclair, Deputy Director-Fire Admin 4/22/2019


Ryan Carter, Principal Management Analyst 4/23/2019


Gregory V. Priapros, Director County Counsel 4/17/2019

RESOLUTION

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4 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of
5 California, in regular session assembled on Tuesday, April 30, 2019, that Kevin Jeffries, the
6 Chairman is authorized and directed to execute on behalf of said County the Standard
7 Agreement No. C5608205 between Riverside County and California Department of
8 Corrections and Rehabilitation providing: for the purpose of Automatic Aid Fire Protection and
9 Emergency Services.

10 Roll Call:

11 Ayes: Jeffries, Spiegel, Washington and Perez
12 Nays: None
13 Absent: Hewitt

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20 The foregoing is certified to be a true copy of a resolution duly adopted by said Board
21 of Supervisors on the date therein set forth.

22 KECIA R. HARPER, Clerk of said Board

23
24 By:  _____

Deputy

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER C5608205	PURCHASING AUTHORITY NUMBER (if applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

CONTRACTOR NAME

County of Riverside

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

2. The term of this Agreement is:

START DATE

July 1, 2018 or Upon Approval (Whichever Occurs Last)

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

0.00

Zero 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.

EXHIBITS	TITLE	PAGES
Exhibit A	Memorandum of Understanding - Mutual Aid Fire between Chuckawalla Valley State Prison and Riverside County FD	2
Exhibit B	2018 Annual Operating Plan	4
Exhibit C*	General Terms and Conditions GTC 04/2017	*
Exhibit D	Special Terms and Conditions for Public Entities	13
Exhibit E	CDCR Prison Rape Elimination Policy	2
Attachment 1	Operating Area Map	1

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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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

ATTEST:

KEDIA R. HARPER, Clerk

[Signature]
DEPUTY

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

210 West San Jacinto Avenue

CITY

Perris

STATE

CA

ZIP

92570

PRINTED NAME OF PERSON SIGNING

KEVIN JEFFRIES

TITLE

Riverside County Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

[Signature]

DATE SIGNED

4/30/19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

JEANETTE R. THOMAS

TITLE

Manager, Institution Contracts, Unit 1

CONTRACTING AGENCY AUTHORIZED SIGNATURE

[Signature]

DATE SIGNED

7/23/19

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]* **GREGORY P. PRIAMOS** DATE: **4/15/19**

APR 30 2019 **3.23**

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER


C5608205

PURCHASING AUTHORITY NUMBER (if applicable)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval Exempt from DGS approval per DGS Exemption Letter # COCA 4

By: 

Date: 7/23/19

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made and entered into this day, July 1, 2018 or Upon Approval
(Whichever Occurs Last), by and between the

COUNTY OF RIVERSIDE AND CHUCKAWALLA VALLEY STATE PRISON FIRE DEPARTMENT

RECITALS

Both the County of Riverside and the Chuckawalla Valley State Prison Fire Department maintain, an organized and equipped Fire Department, charged with the duty of fire protection and rescue within their respective jurisdiction and they have agreed it would be to the benefit of each party, that the services of such be, in some circumstances, extended outside of their jurisdictional boundaries, and

The parties both desire that in some circumstances Chuckawalla Valley State Prison Fire Department will respond to fire and emergency medical/rescue incidents outside of the corporate boundaries of the Chuckawalla Valley State Prison Fire Department, and that in some circumstances the Riverside County Fire Department will respond to fire and emergency medical/rescue incidents within the jurisdictional boundaries of the Chuckawalla Valley State Prison Fire Department.

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERE TO AGREE AS FOLLOWS:

That the specific details of the services to be provided under this agreement shall be determined by the respective Warden of the Chuckawalla Valley State Prison Fire Department and the respective Fire Chief of the Riverside County Fire Department. These services shall be detailed in an Operating Plan which the Warden and Fire Chief shall develop and annually review. The amended Operating Plan shall become part of this agreement as Exhibit B.

Pursuant to the authority granted by Section 55632 of the California Government Code, (California Disaster and Civil Defense Master Mutual Aid Agreement), the parties agree to respond to emergency incidents outside of their geographical jurisdictions, and into the geographical jurisdiction of the other in accordance with the terms of this agreement. The Warden and Fire Chief of the parties from time to time may amend Exhibit B attached hereto by mutual consent.

Each party shall maintain Worker's Compensation Insurance covering its own employees without cost to the other agency, and each agency shall pay its own personnel without cost to the other agency.

Each of the parties shall be fully responsible for all repair and maintenance, including gas, oil, lubrication, parts, replacement and repair of casualty damage of all of its own apparatus equipment used pursuant to this agreement while said equipment is used outside of its geographical boundaries.

Each party will be responsible to provide the law enforcement and traffic control personnel within its own geographical boundaries.

The Warden and Fire Chief of the parties shall have joint authority and responsibility for the administration of this agreement which they may delegate to their agents or employees in their respective Fire Departments.

The agency receiving aid shall provide (if possible) an officer of its Fire Department, who will be in charge and direct activities and assume the responsibility for releasing all Fire Department resources from the scene.

No payment of any kind shall be made between the parties as compensation for any services performed pursuant to this agreement. Services performed for no compensation are limited to staffed fire apparatus, rescue squads aerial fire apparatus and overhead (chief officer) personnel and associated equipment.

Each party shall defend, indemnify, and hold harmless the other party and their respective agents, servants and employees, of and from any and all liabilities, claims, demands, debts, suits, actions and causes, arising out of or in any manner connected with, any act or omission of such indemnifying party hereunder, or its agent's servants, employees, done or performed pursuant to the terms and conditions of this agreement.

This agreement shall be effective as of the day and year herein above written and continue until terminated by either party by giving 90 days' notice. Notice shall be given to the Chuckawalla Valley State Prison Fire Department at 19025 Wiley's Well Road, Blythe, CA 92225 or the Riverside County Fire Department at 210 West San Jacinto Avenue, Perris, CA 92570.

2018 ANNUAL OPERATING PLAN

between the

**COUNTY OF RIVERSIDE FIRE DEPARTMENT
and the**

CHUCKAWALLA VALLEY STATE PRISON FIRE DEPARTMENT

This Operating Plan is adopted pursuant to the Mutual Aid Agreement dated July 1, 2018 or Upon Approval (Whichever Occurs Last), between the Riverside County Fire Department (RVC) and the Chuckawalla Valley State Prison Fire Department (CVSP). RVC and CVSP are referred to individually herein as the "Party" or the "Agency", and are collectively referred to herein as the "Parties". The following Operating Plan outlines the dispatching, emergency incident response and command and control elements to implement the Mutual Aid Agreement.

This Operating Plan and Map can be modified at any time with mutual written agreement by the Fire Chief for the Riverside County Fire Department and the Warden for the Chuckawalla Valley State Prison Fire Department.

RECITALS:

1. The Riverside County Fire Department is a local government agency governed by the Riverside County Board of Supervisors and provides life and property fire protection, emergency medical services (EMS) response, hazardous materials response including hazardous material response team(s), technical rescue and related emergency services. The Riverside County Fire Department generally protects the unincorporated area of the county, its contractual partner cities and a community services district.
2. The Chuckawalla Valley State Prison Fire Department is a subdivision of the Chuckawalla Valley State Prison. The Chuckawalla Valley State Prison and its Fire Department are administered by the California Department of Corrections and Rehabilitation. The Chuckawalla Valley State Prison Fire Department provides life and property fire protection, emergency medical services (EMS) response, hazardous materials response, technical rescue and related emergency services. The Chuckawalla Valley State Prison Fire Department protects the Chuckawalla Valley State Prison and the Ironwood State Prison.

3. The California Department of Forestry and Fire Protection (CAL FIRE) is responsible for wildland fire protection in State Responsibility Area (SRA) per Public Resources Code Sections 4125-4127. None of the CVSP jurisdiction is within State Responsibility Area.

In addition to providing wildland fire protection, CAL FIRE enters into cooperative fire protection agreements with local governments such has been the case in Riverside County since 1931.

4. RVC is dispatched by the RVC Emergency Command Center (Perris ECC) located in Perris, CA.
5. The following radio equipment is on loan to CVSP from RVC. The purpose of the radio equipment is to provide a means of communication between CVSP and RVC on mutual aid incidents, and is not intended for CVSP contacting RVC for mutual aid requests.

- a. Radio Equipment Inventory:

- i. Engine 55: Kenwood TK-790, SCJ370648, Serial # 41000413
- ii. Engine 46: Kenwood TK-790, SJ8880, Serial # 41000416
- iii. Base Station: Kenwood TK-790, SX5928, Serial # 90200208

6. The Perris ECC also serves as the dispatch center for the Riverside County Fire and Rescue Operational Area coordinating all mutual aid activity within the County.
7. Response as part of this mutual aid agreement will be without expectation of cost reimbursement and will be considered Master Mutual Aid (MMA) unless criteria is met for reimbursement via another source.
8. Both Agencies will adhere to EMS policies, procedures and protocols as required by the Riverside County EMS Agency and the California EMS Authority. Most regulations will appear in Health and Safety Code Section 1797 et al.

EMERGENCY INCIDENT RESPONSE

1. Each of the parties hereto will respond with the appropriate apparatus and equipment dependent on availability of resources and as dispatched by their dispatch center.
2. The services to be rendered pursuant to this Agreement shall consist of providing first alarm fire response, emergency medical response, technical

rescue response and hazardous materials response. Each Agency agrees to also provide, when and where possible, all its own additional apparatus and equipment necessary in the event of a Second or Third Alarm involvement within its own geographical boundaries or to request mutual aid from the operating area.

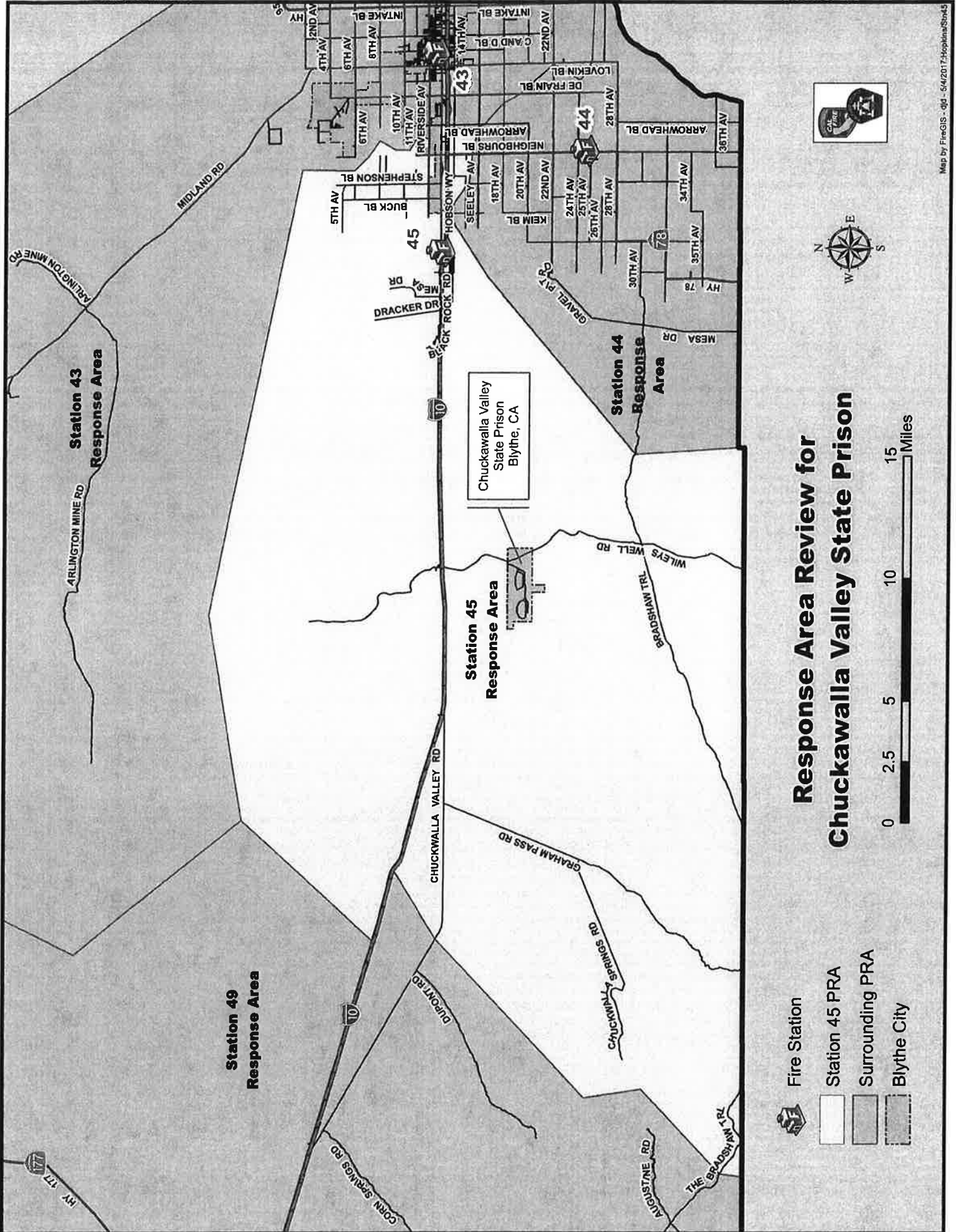
3. A request of mutual aid to CVSP should first be made to Blythe City Fire Department. With the annexation of Chuckawalla Valley State Prison and Ironwood State Prison into the City of Blythe, the jurisdictional authority and responsibility for life and property fire protection, emergency medical services (EMS) response, hazardous materials response, technical rescue and related emergency services is that of the Blythe City Fire Department. If a request made to the Blythe City Fire Department for mutual aid is denied, CVSP may request mutual aid to RVC through the City of Blythe dispatch center.
4. Each agency to this agreement shall warrant that it has sufficient equipment and personnel to handle normal involvements for which it shall be responsible under this agreement, except this agreement shall not require either agency to deplete its own resources to the detriment of its normal public safety emergency responsibility. This shall be at the Duty Officer's discretion.
5. The agreed practice to follow in requesting resources for day-to-day mutual aid emergencies is for the requesting agency to first reasonably exhaust its own local resources. When requesting assistance, the agency requesting assistance should be prepared to give the following information:
 1. Name of the Department.
 2. Telephone number.
 3. Name and title of person calling.
 4. Type of mutual aid desired.
 5. Type and number of resources requested.
 6. Time, place and person to whom the requested aid should report.
6. Both Agencies may provide to each other, upon request, any special equipment needed to meet unusual emergency needs, provided such special equipment is available. This will only apply to resources considered Master Mutual Aid. Resources other than master mutual aid may be considered AB y Hire (ABH). This may include chief or fire officer response as well as approved apparatus and equipment upon request. CAL FIRE dozers, crews and aircraft are not considered mutual aid nor is a hazardous materials response team and apparatus.

7. All resource requests over and above the first alarm from each agency will be considered Master Mutual Aid unless covered by another cost reimbursement agreement (CFAA, CFMA et al).
8. The Incident Command System (ICS) will be the only system used for the command of emergencies. The Agency Having Jurisdiction (AHJ) always has the command responsibility and the final authority as to strategy and tactics at the incident. The AHJ resource will assume command from the other agency upon arrival. When responding into the other agency's jurisdiction, the responding unit becomes a resource of the receiving unit and, as such, is under the control of that agency until released. Under master mutual aid, an agency can recall assigned resources at any time. Of course, serious consideration must be extended to the receiving agency if resources(s) are recalled during a working emergency. Regardless of jurisdiction, the first arriving unit must initiate command and seek control of the incident until a representative from the AHJ arrives on scene.
9. Mutual Aid shall apply only to emergency incidents, and shall not apply to non-emergency situations such as water removals, standbys, public assistance, etc.
10. Command support and tactical radio frequencies will be determined and assigned by jurisdictional dispatch center based upon established communication plans.
11. The responsibility for requesting medic ambulances, law enforcement or CHP, will be made through the Incident Commander (IC) to the jurisdictional dispatch center.
12. RVC and CVSP may share radio frequencies for training, emergency incidents and joint resource operations.
13. Logistical support of emergencies will be the responsible of the AHJ.





DISPATCH PROCEDURES

As part of this agreement, two response areas are identified with typical mutual aid responses listed. These two areas are:

- a. Station 45 Response Area: Interstate 10 from Mesa Drive to 30 Mile Curve
- b. Station 49 Response Area: Interstate 10 from 30 Mile Curve to Corn Springs Road



Response Area Review for Chuckawalla Valley State Prison

-  Fire Station
-  Station 45 PRA
-  Surrounding PRA
-  Blythe City



1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

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

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

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

2. Confidentiality of Data

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

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

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

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

3. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. Taxes

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

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

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

7. Extension of Term

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

8. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably

necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

9. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

10. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

11. Liability for Nonconforming Work

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

12. Temporary Nonperformance

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

reimbursed by the Contractor for any additional costs above the Agreement price.

13. Contract Violations

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

14. Employment of Ex-Offenders

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

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

15. Conflict of Interest

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

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after

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

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

b. Current State Employees

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

c. Former State Employees

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

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either

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

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

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

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

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

16. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

17. Notification of Personnel Changes

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

18. Security Clearance/Fingerprinting

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

19. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

20. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered “theft-sensitive” items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

21. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

22. Liability for Loss and Damages

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

23. Disclosure

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

Contractor in disclosing such statement(s) to the State.

24. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's 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 pay for services provided under this agreement.

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

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

25. Insurance Requirements

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

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the

State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability - \$1,000,000 per occurrence for bodily injury and property damage liability combined.

Auto Liability - coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive.

26. 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, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

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

27. Blood borne Pathogens

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

28. 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 Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s)

and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates 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 or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

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

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, 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 in the nighttime, 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. 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).

29. Clothing Restrictions

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

30. 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.

31. Prison Rape Elimination Policy

CDCR maintains 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.

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

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

32. Security Regulations

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

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

33. Gate Clearance

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

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

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

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
PRISON RAPE ELIMINATION POLICY
Volunteer/Contractor Informational Sheet

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect and respond to sexual violence, staff sexual misconduct and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders will encompass: Abusive Sexual Contact, Nonconsensual Sex Acts, or Sexual Harassment by an Offender (towards an offender). The two remaining types of sexual offenses covered by PREA are Staff Sexual Misconduct and Staff Sexual Harassment (towards an offender).

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution.

Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishment.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect
- Speaking without judging, blaming, or being demeaning
- Listening to others with an objective ear and trying to understand their point of view
- Avoiding gossip, name calling, and what may be perceived as offensive or “off-color” humor
- Taking responsibility for your own behavior

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

County of Riverside
Volunteer/Contractor Name (Printed)

4/30/19
Date Signed

[Signature]
Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY