

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



**ITEM: 3.31
(ID # 21383)**

MEETING DATE:
Tuesday, March 28, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Standard Agreement with the California Department of Corrections and Rehabilitation (CDCR) (Agreement #C5610601) to Allow County Detention Inmates to Participate in the CDCR Fire Camp Program for FY 22/23 to FY 24/25. [Districts All]; [Three Year Total Cost - \$1,896,400; up to \$189,640 in additional compensation; 100% Sheriff's Budget to be Reimbursed 100% by State AB118 Local Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Standard Agreement with the CDCR, including the attached exhibits (Agreement #C5610601), in the amount of \$1,896,400, for the participation of County Detention Inmates in the CDCR Fire Camp Program and authorize the Chair to execute Agreement #C5610601 and the attached certifications on behalf of the County; and
2. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to execute the annual renewal options, sign amendments to the Agreement that do not change the substantive terms of the Agreement, including changes to the compensation provision that do not exceed ten (10) percent of the total Agreement amount.

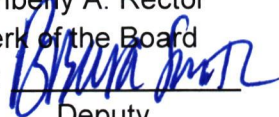
ACTION:

Edward Delgado
Edward Delgado, Assistant Sheriff 3/18/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: March 28, 2023
xc: Sheriff, CDCR

Kimberly A. Rector
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	\$ 549,800	\$ 673,800	\$ 1,896,400	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget to be 100% reimbursed by State AB118 Local Revenue			Budget Adjustment:	No
			For Fiscal Year:	22/23 - 24/25

C.E.O. RECOMMENDATION: Approve

BR 23-070

Prev. Agn. Ref.: 05/21/2019; #3.27

BACKGROUND:

Summary

The Riverside County Sheriff's Department is committed to finding alternatives to county jail incarceration. On May 17, 2013, the Riverside County Sheriff's Department entered into an agreement with the CDCR to send qualified inmates to work in the Fire Camp Program at fire camps within Riverside County. The Fire Camp Program is an innovative program partnership which provides educational and vocational programming to inmates, of which Riverside County was the first County partnership in the State of California.

The Sheriff's Department is seeking to continue with the Fire Camp Program partnership with the State of California. The three-year contract agreement would authorize no more than 100 inmates to be housed in the Program at any one time.

Impact on Residents and Businesses

Sending qualified inmates to the CDCR for the purposes of working the Fire Camp Program will help to alleviate inmate population due to a lack of bed space while offering training in fire-fighting skills. The CDCR has also agreed to place County offenders in State fire camps located within Riverside County whenever possible to help the local community by clearing firebreaks, public road maintenance, park maintenance, sand bagging/flood protection, and clearing fallen trees and debris.

Contract History and Price Reasonableness

The CDCR housing cost remains the same at a rate of \$81.00 per day for each inmate as they attend the 38 days of mandatory training, to be reduced to \$10.00 per day for housing upon completion of training. The maximum number of inmates authorized to participate in this program is not to exceed 100 during the duration of the new three-year agreement fiscal years 2022/2023 to fiscal year 2024/2025. The fee structure and a full 100% AB109 funding remain unchanged. It is estimated the program will cost the Department approximately \$673,800 annually, with a three- year cost of \$1,896,400, in which the department will be fully reimbursed by the State AB 118 Local Revenue.

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

Attachments

- (3) Original State Standard Agreement, Agreement Number C5640601
- (3) Contractor Certification Clauses (CCC 04/2017)

Meghan Hahn

Meghan Hahn, Deputy Director of Procurement 3/15/2023

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst 3/21/2023

Ronak Patel

Ronak Patel, Deputy County Counsel 3/15/2023

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, March 28, 2023, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. C5610601 between Riverside County and California Department of Corrections and Rehabilitation (CDCR) providing for: CDCR Fire Camp Program.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Abstain: None

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

KIMBERLY A. RECTOR, Clerk of the Board

BY: 
Deputy

3.31

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5610601

WHEN DOCUMENT IS FULLY EXECUTED RETURN TO PURCHASING AUTHORITY

CLERK'S COPY

1. This Agreement is entered into between the Contracting Agency and the Contractor named **County of Riverside** **County Clerk of the Board, Stop 1010**

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

November 1, 2022 or Upon Approval whichever occurs last.

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

(\$1,896,400.00)

One Million Eight Hundred Ninety-Six Thousand Four Hundred Dollars and Zero 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	Scope of Work	12
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Rate Sheet	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
+ - Exhibit E	Business Associates Agreement (HIPAA)	14
+ - Exhibit F	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3
+ - Attachment 1	List of Fire Camps	1
+ - Attachment 2	Camp, MSF, Minimum Custody Reference Guide	2
+ - Attachment 3	Fire Camp Offender Criteria - Criminal History	1
+ - Attachment 4	County Fire Camp Offender Screening and Processing	3
+ - Attachment 5	County Fire Camp Offender Information	1
+ - Attachment 6	Body Receipt	1
+ - Attachment 7	Fire Camp Offender Criteria - Medical/Mental Health/Dental	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 <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)


AGREEMENT NUMBER C5610601	PURCHASING AUTHORITY NUMBER (If Applicable)
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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS 4095 Lemon Street, 4th Floor	CITY Riverside	STATE CA	ZIP 92501
PRINTED NAME OF PERSON SIGNING Kevin Jeffries	TITLE Chair, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 3/28/23		

STATE OF CALIFORNIA

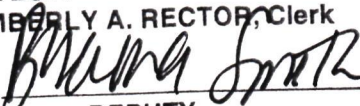
CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS 9838 Old Placerville Road, Suite B-2	CITY Sacramento	STATE CA	ZIP 95827
PRINTED NAME OF PERSON SIGNING CHRISTINA WABINGA	TITLE Section Chief, Service Contracts Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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FORM APPROVED COUNTY COUNSEL
 BY:  2/17/2023
 AMRIT P. DHILLON DATE

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 By 
 DEPUTY

Fire Camp Reimbursement Contract

AGREEMENT BETWEEN
STATE OF CALIFORNIA
AND
COUNTY OF RIVERSIDE

I. INTRODUCTION

This Agreement is entered into between the California Department of Corrections and Rehabilitation (hereinafter "CDCR") and Riverside County (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the State of California and COUNTY realignment of responsibility for the housing of low level Offenders. The CDCR jointly operates or has access to Conservation (Fire) Camps (hereinafter "Fire Camp") 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 Agreement and perform or have performed the required services as set forth herein.

II. DEFINITIONS

Basic Healthcare – 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 – The California Department of Forestry and Fire Protection.

Camp Administrative Office – 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.

California Law Enforcement Telecommunications System (CLETS) – The computerized telecommunications system in the State of California that is used by public agencies of law enforcement and criminal justice for accessing law enforcement information and sending law enforcement messages.

Day – Calendar day unless otherwise defined in this agreement.

Fire Camp – A dormitory 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 – A designated dormitory housing facility cooperatively managed by CDCR and CAL FIRE for the firefighter training of COUNTY Offenders.

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

Need-to-know – The necessity to obtain the California Department of Justice (CA DOJ) or the FBI information to execute official responsibilities.

Offender – Any adult male/female person incarcerated based on a felony conviction pursuant to applicable California laws, and assigned to the Fire Camps for housing under this Agreement.

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

Operating Requirements – 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 – 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.

Right-to-know – The right to obtain the CA DOJ or the FBI information pursuant to court order, statute or decisional law.

Serious Disciplinary – Discipline in response to an act or action of the COUNTY Offender that 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 the 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.

The CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camps (**Attachment 1**).

Provided, however, nothing herein shall prevent the 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 CDCR.

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 the CDCR on the basis of compliance with all applicable state statutes or such other applicable laws, regulations, or CDCR criteria (**Attachments 2-4**).

Prior to the arrival of any COUNTY Offender to a 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.

Only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use or have access to information derived from CLETS. Any information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through CLETS. CDCR is a "criminal justice agency" as defined in Penal Code section 13101 and is entitled to access information via CLETS. CDCR agrees that only employees with a "right to know" or "need to know" are authorized to access any CLETS information provided by the COUNTY.

Prior to submitting a COUNTY Offender for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of the COUNTY Offender which includes dental, medical and mental health examinations to determine eligibility (**Attachment 4, Section 4**).

C. Transfer and Delivery of Offenders

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

The CDCR shall require the COUNTY representative to sign a CDCR Form 123, Body Receipt (**Attachment 5**) acknowledging delivery and transfer of custody of the Offender to the CDCR.

The CDCR shall be responsible for the transporting and the costs thereof for the COUNTY Offenders from the CIM to the Fire Camp Training Center. In cases where COUNTY Offenders are delivered to a designated CDCR Transfer Hub, the CDCR is responsible for the transporting and the costs thereof of COUNTY Offenders from the designated Transfer Hub to a Fire Camp Training Center.

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 a COUNTY Offender from CIM. This retrieval shall occur on the date and time specified by the CDCR and mutually agreed upon by the 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 charged the prison bed rate of \$77.00 per day for the cost of housing that COUNTY Offender.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offender 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) business days of the COUNTY Offender's transfer to CDCR via check made payable to CDCR. These funds shall be held and managed pursuant to CDCR's policies, procedures and practices.

E. Offender Work/Program Assignment Payment

The 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 COUNTY

Upon demand by the CDCR or COUNTY, COUNTY Offenders shall 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 shall require the COUNTY representative to sign a CDCR Form 123, Body Receipt (**Attachment 6**) acknowledging delivery and transfer of custody of the Offender to the COUNTY.

In the event that it becomes necessary to remove a COUNTY Offender from a Fire Camp or Fire Camp Training Center due to an increase in healthcare needs beyond those provided by the CDCR as part of basic healthcare services, any disciplinary reason, inability to provide a level of custody consistent with the safety and security of the COUNTY Offender, Staff, and/or the Fire Camp, or the COUNTY Offender's refusal to participate in the Fire Camp program, the CDCR shall remove the offender from the Fire Camp or Fire Camp Training Center

immediately. Following removal, the CDCR shall notify the COUNTY and coordinate the Offender's return to the COUNTY in accordance with Section III, Subsection C, when practical. Each night an Offender is not in a Fire Camp or Fire Camp Training Center, the COUNTY shall be charged the prison bed rate of \$77.00 per day. In the event the COUNTY Offender requires housing outside of a CDCR facility due to disciplinary action, all associated costs shall be passed to the COUNTY.

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 shall ensure the 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 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 regulations and policies. The CDCR shall provide security and supervision of the COUNTY Offender consistent with CDCR regulations and policies including disciplinary behavior, program participation, and other activities.

B. *Medical/Mental Health/Dental*

The COUNTY Offender 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.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the Department Operations Manual (DOM) and consistent with CDCR Prison Rape Elimination Act protocols.

The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases.

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 regulations and policies 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 HIPAA or other Federal privacy laws.

Medical costs beyond basic healthcare, including but not limited to, medical costs, incurred prior to COUNTY Offender's return to COUNTY shall be the responsibility of the COUNTY. This does not include injury or illness covered under Workers' Compensation in accordance with Section IV, Subsection D.

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 90 days of receipt.

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*

In the event of the death of a COUNTY Offender, the CDCR shall immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and at the county email address provided in the contact information below 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 shall be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR.

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 shall notify the designated next of kin of the deceased Offender, if any, as soon as practicable after death.

The 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*

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. A COUNTY Offender who refuses to participate in the Fire Camp Work/Training Program shall be returned to the COUNTY in accordance with Section III, Subsection C.

Leisure time inmate programs at the camp are available and may include: self-help programs, e.g. AA/NA, religious services, hobby craft, etc. as available.

The CDCR shall maintain daily records of the actual hours worked/participated for each COUNTY Offender.

Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR regulations and policies.

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

The CDCR shall 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

The COUNTY Offenders shall be provided recreational opportunities on a daily basis. The CDCR shall implement a quarterly package program for the COUNTY Offenders consistent with CDCR regulations and policies. The CDCR reserves the right to exclude any quarterly package item deemed to be a security risk.

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

G. Telephone

Access to telephone service shall be provided to all COUNTY Offenders consistent with CDCR regulations and policies.

H. Clothing

The CDCR shall 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 CDCR regulations and policies.

Other specialized clothing and safety equipment shall also be issued to the COUNTY Offender consistent with CDCR regulations and policies.

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

I. Meals

The CDCR shall provide all COUNTY Offenders with nutritional meals consistent with CDCR regulations and policies.

J. Mail

The COUNTY Offenders shall be provided with mail service in accordance with CDCR regulations and policies.

K. Visitation

The COUNTY Offenders shall be provided visitation in accordance with CDCR regulations and policies.

L. COUNTY Offender Property

The COUNTY Offenders shall be allowed to possess personal property consistent with CDCR regulations and policies. Exclusions may be granted based on camp security requirements. The CDCR shall follow existing regulations on disposition of property. The CDCR shall compensate the COUNTY Offenders for loss or damaged property due to the negligence of the CDCR in accordance with applicable remedies consistent with CDCR regulations and policies. The COUNTY shall not be responsible for such loss or damaged property and the CDCR shall indemnify the COUNTY for any and all claims, losses and liabilities, attributable to such lost or damaged property while in CDCR custody.

M. COUNTY Offender Appeals

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

N. Access to Courts

The CDCR shall ensure all COUNTY Offenders have court related access consistent with the CDCR regulations and policies. All COUNTY Offenders requesting access to a law library shall 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 shall transport in accordance with Section III, Subsection C.

O. Offender Records and Progress Reports

The CDCR shall handle all COUNTY OCFs and ensure compliance consistent with CDCR regulations and policies. Offender Camp records regarding the COUNTY Offenders while at the Fire Camp shall be collected and maintained on-site by the CDCR in accordance with CDCR records management and requirements governing confidentiality. The COUNTY OCF shall not

be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to the COUNTY Offender, 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 shall 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.

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.

The COUNTY shall perform all time calculations for the COUNTY Offender while housed in the CDCR Fire Camp and shall provide the CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate the return of the COUNTY Offender to the COUNTY within 30 days of his/her release. CDCR will notify COUNTY of any events or disciplinary actions that may result in a reduction of time credits.

The CDCR shall provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and existing state law.

P. *Transportation and Security*

The CDCR shall provide security for the COUNTY Offenders assigned to the Fire Camp or while in CDCR custody. The CDCR shall provide transportation and transportation staffing consistent with CDCR regulations and policies 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, the CDCR shall transport in accordance with Section III, Subsection C.

Q. *Escapes*

In the event of an escape by a COUNTY Offender from the Fire Camp's physical custody, the CDCR shall initiate efforts to apprehend such COUNTY Offender, 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 shall include all provisions as agreed to in the Memorandum of Understanding between the CCC/SCC/CIW Warden and the Sheriff of the COUNTY where the Fire 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 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*

The CDCR shall handle all COUNTY Offender related incidents and emergencies, consistent with CDCR regulations and policies and 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.

All COUNTY Offenders are subject to CDCR rules and regulations regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while the COUNTY Offender is 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 shall be screened for possible prosecution in accordance with the policies of the 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 placements are appropriate.

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

Upon notification of a court order for restitution by a COUNTY Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds shall be remitted in a manner that adheres to CDCR regulations and policies.

V. NOTICES

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. 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: Carolyn Flores, Associate Warden
1515 S Street, Suite 516S
Sacramento, CA 95811
Office: (916) 324-6195
carolyn.flores@cdcr.ca.gov

COUNTY: Coordinated Custody Management Unit
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7369
firecamp@riversidesheriff.org

VI. CONTACTS

State Contacts:

Contract Monitor:

Carolyn Flores, Associate Warden
1515 S Street, Suite 516S
Sacramento, CA 95811
Office: (916) 324-6195
carolyn.flores@cdcr.ca.gov

Fire Camp Headquarters Captain:

Fred Money, Captain (A)
1515 S Street Suite 330N
Sacramento, CA 95811
Phone: (916) 324-0756
fred.money@cdcr.ca.gov

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

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

Office of Public and Employee Communications:
1515 S Street, Suite 113S
Sacramento, California 95811
Office: (916) 445-4950
opecc@cdcr.ca.gov

COUNTY Contacts:

Contract Monitors:
Coordinated Custody Management Unit
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7369
firecamp@riversidesheriff.org

Ronnie Nieto, Accounting Technician II
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7392
rnieto2@riversidesheriff.org

In the event of death of a COUNTY Offender, Notify:
Email: firecamp@riversidesheriff.org

Exhibit B supersedes section 13 entitled "Compensation" of the General Terms and Conditions contained in Exhibit C.

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 \$81.00 for each COUNTY Offender while in fire suppression training.

Upon completion of the fire suppression training, the COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$10.00 for each COUNTY Offender housed in a CDCR Fire camp.

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

If the Department of Finance lowers the statewide Fire Camp per diem rate, CDCR shall amend the contract to reflect the lower rate.

Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement. The COUNTY and CDCR shall negotiate any change in the per diem rate prior to implementation.

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 REIMBURSEMENT CONTRACT
 Agreement Term: November 1, 2022 through June 30, 2025

RIVERSIDE COUNTY

HOUSING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
100	X	\$10	X	242	\$242,000.00	22/23
100	X	\$10	X	366	\$366,000.00	23/24 (Leap Year)
100	X	\$10	X	365	\$365,000.00	24/25
				Agreement total	(\$973,000.00)	

TRAINING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
100	X	\$81	X	38	\$307,800.00	22/23
100	X	\$81	X	38	\$307,800.00	23/24
100	X	\$81	X	38	\$307,800.00	24/25
				Agreement total	(\$923,400.00)	

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$10 per day, or any part thereof for each County Offender housed in a CDCR Fire Camp, and \$81 per day, or any part thereof, for each COUNTY Offender housed and trained at a CDCR Fire Training Center. 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 100 county offenders housed in a CDCR Fire Camp, shall not exceed (\$973,000.00).
3. The total amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation and medical guarding, for up to 100 county offenders trained in a CDCR Fire Training Center, cannot be determined due to the instability of the inmate population as a result of paroles, program failures, etc. However, if 100 inmates were trained each year at an average of 38 days, the total amount would not exceed (\$923,400.00).
4. The numbers of Offenders shown above are estimated. The total amount of training and camp costs may vary based on the number of COUNTY Offenders housed. The COUNTY is responsible to pay for each COUNTY Offender housed in camp or training.

The estimated amount of this Agreement is (\$1,896,400.00).

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 Information**

CDCR and Provider 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.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit 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 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.

4. 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.

5. Taxes

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

6. 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.

7. 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.

8. Extension of Term

When 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to

Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Travel

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

27. 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.

28. Mutual Hold Harmless

Contractor 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 and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, the County of Riverside, and its respective officers, directors, agents, principals and employees, from 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 as allowed by law.

With response to any action or claim subject to indemnification herein, the parties shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim of the other party; provided, however, that any such adjustment, settlement or compromise in no manner limits or circumscribes the parties' obligations to indemnify each other.

Each of the parties' obligations to defend, indemnify and hold harmless shall be subject to providing prompt notice to the other party within a reasonable period of time of the claim or the commencement of the related action, as the case may be. The party's obligation hereunder shall be satisfied when the party has provided the appropriate form of dismissal relieving the other party from any liability for the action or claim involved.

29. 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.

30. 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:

31. Blood borne Pathogens

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

32. 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).

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Fire Camp-Reimbursement

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, whichever 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:

County of Riverside
1627 South Hargrave Street, Bldg. D
Banning, CA 92220
Custody Management Unit Commander
Coordinated Custody Management Unit
Telephone: Office: (951) 922-7369

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

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. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

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.

CDCR Policy

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 against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender 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 punishments.
- 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. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

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.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever 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?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date



**California Department of Corrections and Rehabilitation
 CONSERVATION (FIRE) CAMPS**

Northern Male Camps (14)- CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
Alder	Del Norte County	100 person
Antelope	Lassen	100 person
Ben Lomond	Santa Cruz	100 person
Deadwood	Siskiyou	80 person
Delta	Solano	120 person
Eel River	Humboldt t	120 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
Washington Ridge	Nevada	100 person

Southern Male Camps (14) - CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
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
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
Prado	San Bernardino	80 person
Vallecito	Calaveras	100 person

Los Angeles County (LAC) 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 (2)

<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

CAMP, MSF, MINIMUM CUSTODY REFERENCE GUIDE (Revised May 2021)

Specific knowledge of each program's criteria and Minimum Custody is required prior to using this reference guide

<i>Case Factors</i>	<i>Camp</i>	<i>MSF</i>	<i>Minimum B</i>	<i>Minimum A</i>
Level I (0-18) and Level II (19-35) (No MMPS) ^a	Yes	Yes	Yes	Yes
Violence (VIO) and "R" Suffix (SEX)	No	No	No	No
Escape (ESC) ^b	C-B-C	C-B-C	C-B-C	C-B-C
Arson (ARS) ^c	No	C-B-C	C-B-C	C-B-C
Pending Casework (VIO/SEX/ESC/ARS/HOL) ^d	No	No	No	No
Hold Warrant Detainer (Felony) (HOL)	No	No	No	No
Hold Warrant Detainer (ICE) (HOL) ^e	C-B-C	C-B-C	C-B-C	C-B-C
Life (LIF) ^f	No	No	No	C-B-C
Public Interest Case (PUB) ^g	C-B-C	C-B-C	C-B-C	C-B-C
Security Threat Group I (STG I) (Validated)	C-B-C	C-B-C	C-B-C	C-B-C
STG I Dropout	Yes	Yes	Yes	Yes
Security Threat Group II (STG II)	Yes	Yes	Yes	Yes
Sensitive Needs Yard (SNY)	Yes	Yes	Yes	Yes
Serious Misconduct that results in AD for Disciplinary (DIS)	No	No	No	No
No SHU Term in last (12 Months) (SHU) Refer to Min. Custody Memorandum dated March 9, 1999	12 months	12 months	12 months	12 months
Protective Housing Unit (6 Months) (PHU)	6 months	6 months	6 months	6 months
Medical (MED) ^h	C-B-C	C-B-C	C-B-C	Yes
Mental Health Services Delivery System (PSY) ⁱ	C-B-C	C-B-C	C-B-C	CCCMS
Disability Placement Program Impacting Placement (MED) ^j	C-B-C	Yes	Yes	Yes
Developmental Disability Program (PSY) ^k	C-B-C	C-B-C	C-B-C	Yes
Dental ^l	Yes	Yes	Yes	Yes
TIME TO SERVE (TIM)				
<p>Inmate must have 8 years or less remaining to serve prior to Committee action or once WG M is assigned. Only the time remaining to serve of PC 2933 eligible cases may be reduced by enhanced credit earning of WG M. Only WG F enhances non-PC2933 credit earning.</p> <p>All ACTIVE and "FUTURE" cases meeting the criteria of PC 2933 (1/2 time) & and will earn 2-for-1 credit when Work Group "M" is assigned, and may have up to 8 years remaining to serve prior to committee.</p>				
Up to 8 years (TIM) Warden's approval for Camp or MSF placement: 6 to 8 years remaining to serve	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No*	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No*	Yes	Yes	Yes
Less than 12 months remaining to serve at a Camp Hub	Yes*	Yes	Yes	Yes
*Inmates with Camp experience within the previous 12 months can be considered when they are within 90 days of release from the RC	Yes	N/A	N/A	N/A
<p>"MIXED" ACTIVE and "FUTURE" cases i.e., some are PC 2933 (1/2 time eligible) & and may earn 2-for-1 when WG "M" is assigned. The other case(s) require 66.67% (2nd strike) or 80% (VIO) of the term to be served and will not be reduced.</p>				
Up to 8 years (TIM) Warden's approval required for Camp or MSF placement: Between 6 to 8 years of the anticipated date of release	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No*	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No*	Yes	Yes	Yes
Less than 12 months remaining to serve	No*	Yes	Yes	Yes
*Inmates with Camp experience within the previous 12 months and are within 90 days of release from an RC can be considered	Yes	N/A	N/A	N/A
<p>ACTIVE and "FUTURE" cases which require 66.67% (2nd strike) or 80% (VIO) of the term to be served, the inmate will not earn 2-for-1 credit when WG "M" is assigned and the ERPD is not reduced.</p>				
Up to 8 years remaining to serve (Warden's approval required 6-8 Years for Camp or MSF placement)	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No	Yes	Yes	Yes
Less than 6 months remaining to serve	No	Yes	Yes	Yes

The inmate must meet all other program criteria to be eligible

N/A = Not Applicable.
 (#) = Number of Months.

No = Cannot have/exclusionary.
Yes = Must meet criteria, can have, or must have.

C-B-C = Case-by Case review required.

- a An inmate must have a placement score between 0-35, an inmate with a Mandatory Minimum Placement Score (MMPS) of 19/II is ineligible.
- b Camp/MSF eligible if the walkaway is over 10 years.
- c Camp eligible if there is no conviction for arson of structure, forest, property, or arson with injuries. May be eligible for MSF if convicted of arson of structure, forest, property, or eligible if arrested, detained or convicted of possession of an explosive device. May be eligible for MSF if a Board of Parole Hearings (BPH) Good/Probable Cause Finding for arson of structure, forest, property, or possession of explosive device. (Refer to Memorandum titled, *Arson Criteria and Min. Custody Eligibility*, dated July 30, 2004.)
- d Inmate remains **eligible for consideration** of Camp/MSF/Minimum Custody, but is **ineligible for placement** in Camp/MSF or being granted Minimum Custody (and Work Group “M” were applicable) until pending casework for potentially exclusionary case factors is resolved. Case work follow up shall be completed and committee held within the 60 day time frame.
- e Camp, MSF and Minimum Custody eligible if the inmate was not previously deported, and has family ties in California, or has prior work history of 12 months in California (may be cumulative).
- f An inmate serving a life term with the possibility of parole shall be housed in a facility with a security level of II or higher unless the exceptional criteria specified within subsections CCR 3375.2(a)(8) or 3375.2(a)(10) through 3375.2(a)(10)(I) have been met.
- g An inmate designated as a public interest case (PUB Administrative Determinant) may be considered for placement on a case-by-case basis per ICC action.
- h Health Care staff determines an inmate’s medical eligibility for each program. Refer to the most current Medical Matrix for MSF/Camp eligibility.
- i Inmates established at the CCCMS LOC for 6 months or more shall be considered for placement in MSF and may be referred and endorsed to an appropriate MSF consistent with the MH clearance process. UCC Denial of Minimum Custody for an inmate at the CCCMS LOC requires ICC review.
- j Health Care staff determines when an inmate meets eligibility placement for designated DPP and DDP program beds. DD1, DD2 and DD3 inmates are eligible for placement at a designated MSF or Camp facilities. The inmate must be cleared by IDST before endorsement and placement. Staff shall be aware those inmates endorsed to California Men’s Colony (CMC), Cuesta #24, and California Rehabilitation Center (CRC), Norco #0 will be housed within the institutions perimeter and identified with the CAMP administrative determinant.
- k Any inmate who is otherwise eligible for placement into a Camp who does not have either a DPC 1A or DPC 5 shall not be required to complete dental care prior to placement, nor shall be removed from participation in Camp for refusal of any aspect of dental treatment. Any inmate who is a participant in Camp who has a DPC 1B 1C, and 2 condition, and has refused dental care, shall be placed at a Camp in close proximity to an institution. **Note: DPC 1A or DPC 5 maybe endorsed to Camp pending treatment.**

For additional information on Application of “ WG F” refer to memorandum titled, *Implementation and Appropriate Application of Work Group M and Applying Work Group F*, dated December 29, 2017. **Note: WG F is only granted upon successful completion of fire fighter training or Camp placement, only WG F enhances non-PC2933 credit earning.**

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). (Case-by-case review)
Serious Felonies	Current or prior PC 1192.7(c) and/or PC 1192.8 conviction(s) or comparable out-of-state conviction(s). (Case-by-case review)
Sex Offenses	Current or prior Arrest or conviction(s) requiring PC 290 registration or comparable out-of-state arrest or conviction(s).
Time To Serve	Less than six months 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.

County Fire Camp Offender Screening and Processing

COUNTY SCREENING

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

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

	CDCR USE		CDCR USE
<input type="checkbox"/> CURRENT CI&I RAP SHEET		<input type="checkbox"/> DOCUMENTED ENEMIES	
<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 ARREST OR CONVICTION		
<input type="checkbox"/> LESS THAN SIX MONTHS 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	BADGE NUMBER
LOCATION	TELEPHONE NUMBER	DATE

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
* ASTHMA WITH ACT > 20 AND REQUIRING < 4 RESCUE CANISTERS; DIABETES A1c < 8.0; HYPERTENSION WITH BP < 161/101; SEIZURE DISORDER WITH NO BREAKTHROUGH SEIZURES			
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	
*REQUIRES SCREENING/EXAMINATION PERFORMED BY A DENTIST THAT INCLUDES ANY NECESSARY RADIOGRAPHS.			
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	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

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

Category	Medical, Mental Health, Dental 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
* Asthma with ACT > 20 and requiring < 4 rescue canisters; Diabetes A1c < 8.0; Hypertension with BP < 161/101; Seizure disorder with no breakthrough seizures	
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
* Requires screening/examination performed by a Dentist that includes any necessary radiographs	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

FORM APPROVED COUNTY COUNSEL
BY: *APD* 3/17/2023
DATE
AMRIT P. DHILLON

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Riverside, California	95-6000930

By (Authorized Signature)



Printed Name and Title of Person Signing

Kevin Jeffries, Chair Board of Supervisors

Date Executed	Executed in the County of
3/28/23	Riverside

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

MAR 28 2023 3.31

ATTEST:
KIMBERLY A. RECTOR, Clerk
BY: *Kimberly A. Rector*
DEPUTY

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, March 28, 2023, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. C5610601 between Riverside County and California Department of Corrections and Rehabilitation (CDCR) providing for: CDCR Fire Camp Program.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Abstain: None

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

KIMBERLY A. RECTOR, Clerk of the Board

BY: 

Deputy

3.31

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C5610601	PURCHASING AUTHORITY NUMBER (if applicable) WHEN DOCUMENT IS FULLY EXECUTED RETURN TO CLERK'S COPY
------------------------------	--

1. This Agreement is entered into between the Contracting Agency and the Contractor named below by **Riverside County Clerk of the Board, Stop 1010**

CONTRACTING AGENCY NAME
California Department of Corrections and Rehabilitation

**Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.**

CONTRACTOR NAME
County of Riverside

2. The term of this Agreement is:

START DATE
November 1, 2022 or Upon Approval whichever occurs last.

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
(\$1,896,400.00)
One Million Eight Hundred Ninety-Six Thousand Four Hundred Dollars and Zero 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	Scope of Work	12
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Rate Sheet	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
+ - Exhibit E	Business Associates Agreement (HIPAA)	14
+ - Exhibit F	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3
+ - Attachment 1	List of Fire Camps	1
+ - Attachment 2	Camp, MSF, Minimum Custody Reference Guide	2
+ - Attachment 3	Fire Camp Offender Criteria - Criminal History	1
+ - Attachment 4	County Fire Camp Offender Screening and Processing	3
+ - Attachment 5	County Fire Camp Offender Information	1
+ - Attachment 6	Body Receipt	1
+ - Attachment 7	Fire Camp Offender Criteria - Medical/Mental Health/Dental	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 <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)


AGREEMENT NUMBER C5610601	PURCHASING AUTHORITY NUMBER (If Applicable)
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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS 4095 Lemon Street, 4th Floor	CITY Riverside	STATE CA	ZIP 92501
PRINTED NAME OF PERSON SIGNING Kevin Jeffries	TITLE Chair, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 3/28/23		

STATE OF CALIFORNIA


CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS 9838 Old Placerville Road, Suite B-2	CITY Sacramento	STATE CA	ZIP 95827
PRINTED NAME OF PERSON SIGNING CHRISTINA WABINGA	TITLE Section Chief, Service Contracts Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
--	---------------------------

FORM APPROVED COUNTY COUNSEL
 BY  2/17/2023
 AMRIT P. DHILLON DATE

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 By 
 DEPUTY

Fire Camp Reimbursement Contract

AGREEMENT BETWEEN
STATE OF CALIFORNIA
AND
COUNTY OF RIVERSIDE

I. INTRODUCTION

This Agreement is entered into between the California Department of Corrections and Rehabilitation (hereinafter "CDCR") and Riverside County (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the State of California and COUNTY realignment of responsibility for the housing of low level Offenders. The CDCR jointly operates or has access to Conservation (Fire) Camps (hereinafter "Fire Camp") 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 Agreement and perform or have performed the required services as set forth herein.

II. DEFINITIONS

Basic Healthcare – 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 – The California Department of Forestry and Fire Protection.

Camp Administrative Office – 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.

California Law Enforcement Telecommunications System (CLETS) – The computerized telecommunications system in the State of California that is used by public agencies of law enforcement and criminal justice for accessing law enforcement information and sending law enforcement messages.

Day – Calendar day unless otherwise defined in this agreement.

Fire Camp – A dormitory 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 – A designated dormitory housing facility cooperatively managed by CDCR and CAL FIRE for the firefighter training of COUNTY Offenders.

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

Need-to-know – The necessity to obtain the California Department of Justice (CA DOJ) or the FBI information to execute official responsibilities.

Offender – Any adult male/female person incarcerated based on a felony conviction pursuant to applicable California laws, and assigned to the Fire Camps for housing under this Agreement.

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

Operating Requirements – 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 – 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.

Right-to-know – The right to obtain the CA DOJ or the FBI information pursuant to court order, statute or decisional law.

Serious Disciplinary – Discipline in response to an act or action of the COUNTY Offender that 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 the 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.

The CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camps (**Attachment 1**).

Provided, however, nothing herein shall prevent the 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 CDCR.

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 the CDCR on the basis of compliance with all applicable state statutes or such other applicable laws, regulations, or CDCR criteria (**Attachments 2-4**).

Prior to the arrival of any COUNTY Offender to a 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.

Only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use or have access to information derived from CLETS. Any information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through CLETS. CDCR is a "criminal justice agency" as defined in Penal Code section 13101 and is entitled to access information via CLETS. CDCR agrees that only employees with a "right to know" or "need to know" are authorized to access any CLETS information provided by the COUNTY.

Prior to submitting a COUNTY Offender for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of the COUNTY Offender which includes dental, medical and mental health examinations to determine eligibility (**Attachment 4, Section 4**).

C. Transfer and Delivery of Offenders

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

The CDCR shall require the COUNTY representative to sign a CDCR Form 123, Body Receipt (**Attachment 5**) acknowledging delivery and transfer of custody of the Offender to the CDCR.

The CDCR shall be responsible for the transporting and the costs thereof for the COUNTY Offenders from the CIM to the Fire Camp Training Center. In cases where COUNTY Offenders are delivered to a designated CDCR Transfer Hub, the CDCR is responsible for the transporting and the costs thereof of COUNTY Offenders from the designated Transfer Hub to a Fire Camp Training Center.

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 a COUNTY Offender from CIM. This retrieval shall occur on the date and time specified by the CDCR and mutually agreed upon by the 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 charged the prison bed rate of \$77.00 per day for the cost of housing that COUNTY Offender.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offender 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) business days of the COUNTY Offender's transfer to CDCR via check made payable to CDCR. These funds shall be held and managed pursuant to CDCR's policies, procedures and practices.

E. Offender Work/Program Assignment Payment

The 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 COUNTY

Upon demand by the CDCR or COUNTY, COUNTY Offenders shall 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 shall require the COUNTY representative to sign a CDCR Form 123, Body Receipt (**Attachment 6**) acknowledging delivery and transfer of custody of the Offender to the COUNTY.

In the event that it becomes necessary to remove a COUNTY Offender from a Fire Camp or Fire Camp Training Center due to an increase in healthcare needs beyond those provided by the CDCR as part of basic healthcare services, any disciplinary reason, inability to provide a level of custody consistent with the safety and security of the COUNTY Offender, Staff, and/or the Fire Camp, or the COUNTY Offender's refusal to participate in the Fire Camp program, the CDCR shall remove the offender from the Fire Camp or Fire Camp Training Center

immediately. Following removal, the CDCR shall notify the COUNTY and coordinate the Offender's return to the COUNTY in accordance with Section III, Subsection C, when practical. Each night an Offender is not in a Fire Camp or Fire Camp Training Center, the COUNTY shall be charged the prison bed rate of \$77.00 per day. In the event the COUNTY Offender requires housing outside of a CDCR facility due to disciplinary action, all associated costs shall be passed to the COUNTY.

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 shall ensure the 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 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 regulations and policies. The CDCR shall provide security and supervision of the COUNTY Offender consistent with CDCR regulations and policies including disciplinary behavior, program participation, and other activities.

B. *Medical/Mental Health/Dental*

The COUNTY Offender 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.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the Department Operations Manual (DOM) and consistent with CDCR Prison Rape Elimination Act protocols.

The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases.

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 regulations and policies 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 HIPAA or other Federal privacy laws.

Medical costs beyond basic healthcare, including but not limited to, medical costs, incurred prior to COUNTY Offender's return to COUNTY shall be the responsibility of the COUNTY. This does not include injury or illness covered under Workers' Compensation in accordance with Section IV, Subsection D.

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 90 days of receipt.

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*

In the event of the death of a COUNTY Offender, the CDCR shall immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and at the county email address provided in the contact information below 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 shall be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR.

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 shall notify the designated next of kin of the deceased Offender, if any, as soon as practicable after death.

The 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*

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. A COUNTY Offender who refuses to participate in the Fire Camp Work/Training Program shall be returned to the COUNTY in accordance with Section III, Subsection C.

Leisure time inmate programs at the camp are available and may include: self-help programs, e.g. AA/NA, religious services, hobby craft, etc. as available.

The CDCR shall maintain daily records of the actual hours worked/participated for each COUNTY Offender.

Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR regulations and policies.

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

The CDCR shall 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

The COUNTY Offenders shall be provided recreational opportunities on a daily basis. The CDCR shall implement a quarterly package program for the COUNTY Offenders consistent with CDCR regulations and policies. The CDCR reserves the right to exclude any quarterly package item deemed to be a security risk.

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

G. Telephone

Access to telephone service shall be provided to all COUNTY Offenders consistent with CDCR regulations and policies.

H. Clothing

The CDCR shall 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 CDCR regulations and policies.

Other specialized clothing and safety equipment shall also be issued to the COUNTY Offender consistent with CDCR regulations and policies.

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

I. Meals

The CDCR shall provide all COUNTY Offenders with nutritional meals consistent with CDCR regulations and policies.

J. Mail

The COUNTY Offenders shall be provided with mail service in accordance with CDCR regulations and policies.

K. Visitation

The COUNTY Offenders shall be provided visitation in accordance with CDCR regulations and policies.

L. COUNTY Offender Property

The COUNTY Offenders shall be allowed to possess personal property consistent with CDCR regulations and policies. Exclusions may be granted based on camp security requirements. The CDCR shall follow existing regulations on disposition of property. The CDCR shall compensate the COUNTY Offenders for loss or damaged property due to the negligence of the CDCR in accordance with applicable remedies consistent with CDCR regulations and policies. The COUNTY shall not be responsible for such loss or damaged property and the CDCR shall indemnify the COUNTY for any and all claims, losses and liabilities, attributable to such lost or damaged property while in CDCR custody.

M. COUNTY Offender Appeals

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

N. Access to Courts

The CDCR shall ensure all COUNTY Offenders have court related access consistent with the CDCR regulations and policies. All COUNTY Offenders requesting access to a law library shall 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 shall transport in accordance with Section III, Subsection C.

O. Offender Records and Progress Reports

The CDCR shall handle all COUNTY OCFs and ensure compliance consistent with CDCR regulations and policies. Offender Camp records regarding the COUNTY Offenders while at the Fire Camp shall be collected and maintained on-site by the CDCR in accordance with CDCR records management and requirements governing confidentiality. The COUNTY OCF shall not

be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to the COUNTY Offender, 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 shall 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.

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.

The COUNTY shall perform all time calculations for the COUNTY Offender while housed in the CDCR Fire Camp and shall provide the CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate the return of the COUNTY Offender to the COUNTY within 30 days of his/her release. CDCR will notify COUNTY of any events or disciplinary actions that may result in a reduction of time credits.

The CDCR shall provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and existing state law.

P. Transportation and Security

The CDCR shall provide security for the COUNTY Offenders assigned to the Fire Camp or while in CDCR custody. The CDCR shall provide transportation and transportation staffing consistent with CDCR regulations and policies 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, the CDCR shall transport in accordance with Section III, Subsection C.

Q. Escapes

In the event of an escape by a COUNTY Offender from the Fire Camp's physical custody, the CDCR shall initiate efforts to apprehend such COUNTY Offender, 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 shall include all provisions as agreed to in the Memorandum of Understanding between the CCC/SCC/CIW Warden and the Sheriff of the COUNTY where the Fire 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 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*

The CDCR shall handle all COUNTY Offender related incidents and emergencies, consistent with CDCR regulations and policies and 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.

All COUNTY Offenders are subject to CDCR rules and regulations regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while the COUNTY Offender is 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 shall be screened for possible prosecution in accordance with the policies of the 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 placements are appropriate.

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

Upon notification of a court order for restitution by a COUNTY Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds shall be remitted in a manner that adheres to CDCR regulations and policies.

V. *NOTICES*

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. 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: Carolyn Flores, Associate Warden
1515 S Street, Suite 516S
Sacramento, CA 95811
Office: (916) 324-6195
carolyn.flores@cdcr.ca.gov

COUNTY: Coordinated Custody Management Unit
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7369
firecamp@riversidesheriff.org

VI. CONTACTS

State Contacts:

Contract Monitor:
Carolyn Flores, Associate Warden
1515 S Street, Suite 516S
Sacramento, CA 95811
Office: (916) 324-6195
carolyn.flores@cdcr.ca.gov

Fire Camp Headquarters Captain:
Fred Money, Captain (A)
1515 S Street Suite 330N
Sacramento, CA 95811
Phone: (916) 324-0756
fred.money@cdcr.ca.gov

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

Office of Public and Employee Communications:
1515 S Street, Suite 113S
Sacramento, California 95811
Office: (916) 445-4950
opecc@cdcr.ca.gov

COUNTY Contacts:

Contract Monitors:
Coordinated Custody Management Unit
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7369
firecamp@riversidesheriff.org

Ronnie Nieto, Accounting Technician II
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7392
rnieto2@riversidesheriff.org

In the event of death of a COUNTY Offender, Notify:
Email: firecamp@riversidesheriff.org

Exhibit B supersedes section 13 entitled "Compensation" of the General Terms and Conditions contained in Exhibit C.

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 \$81.00 for each COUNTY Offender while in fire suppression training.

Upon completion of the fire suppression training, the COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$10.00 for each COUNTY Offender housed in a CDCR Fire camp.

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

If the Department of Finance lowers the statewide Fire Camp per diem rate, CDCR shall amend the contract to reflect the lower rate.

Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement. The COUNTY and CDCR shall negotiate any change in the per diem rate prior to implementation.

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 REIMBURSEMENT CONTRACT
 Agreement Term: November 1, 2022 through June 30, 2025

RIVERSIDE COUNTY

HOUSING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
100	X	\$10	X	242	\$242,000.00	22/23
100	X	\$10	X	366	\$366,000.00	23/24 (Leap Year)
100	X	\$10	X	365	\$365,000.00	24/25
				Agreement total	(\$973,000.00)	

TRAINING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
100	X	\$81	X	38	\$307,800.00	22/23
100	X	\$81	X	38	\$307,800.00	23/24
100	X	\$81	X	38	\$307,800.00	24/25
				Agreement total	(\$923,400.00)	

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$10 per day, or any part thereof for each County Offender housed in a CDCR Fire Camp, and \$81 per day, or any part thereof, for each COUNTY Offender housed and trained at a CDCR Fire Training Center. 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 100 county offenders housed in a CDCR Fire Camp, shall not exceed (\$973,000.00).
3. The total amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation and medical guarding, for up to 100 county offenders trained in a CDCR Fire Training Center, cannot be determined due to the instability of the inmate population as a result of paroles, program failures, etc. However, if 100 inmates were trained each year at an average of 38 days, the total amount would not exceed (\$923,400.00).
4. The numbers of Offenders shown above are estimated. The total amount of training and camp costs may vary based on the number of COUNTY Offenders housed. The COUNTY is responsible to pay for each COUNTY Offender housed in camp or training.

The estimated amount of this Agreement is (\$1,896,400.00).

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 Information**

CDCR and Provider 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.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit 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 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.

4. 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.

5. Taxes

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

6. 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.

7. 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.

8. Extension of Term

When 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to

Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Travel

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

27. 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.

28. Mutual Hold Harmless

Contractor 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 and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, the County of Riverside, and its respective officers, directors, agents, principals and employees, from 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 as allowed by law.

With response to any action or claim subject to indemnification herein, the parties shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim of the other party; provided, however, that any such adjustment, settlement or compromise in no manner limits or circumscribes the parties' obligations to indemnify each other.

Each of the parties' obligations to defend, indemnify and hold harmless shall be subject to providing prompt notice to the other party within a reasonable period of time of the claim or the commencement of the related action, as the case may be. The party's obligation hereunder shall be satisfied when the party has provided the appropriate form of dismissal relieving the other party from any liability for the action or claim involved.

29. 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.

30. 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:

31. Blood borne Pathogens

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

32. 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).

33. 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.

34. 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.

35. 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

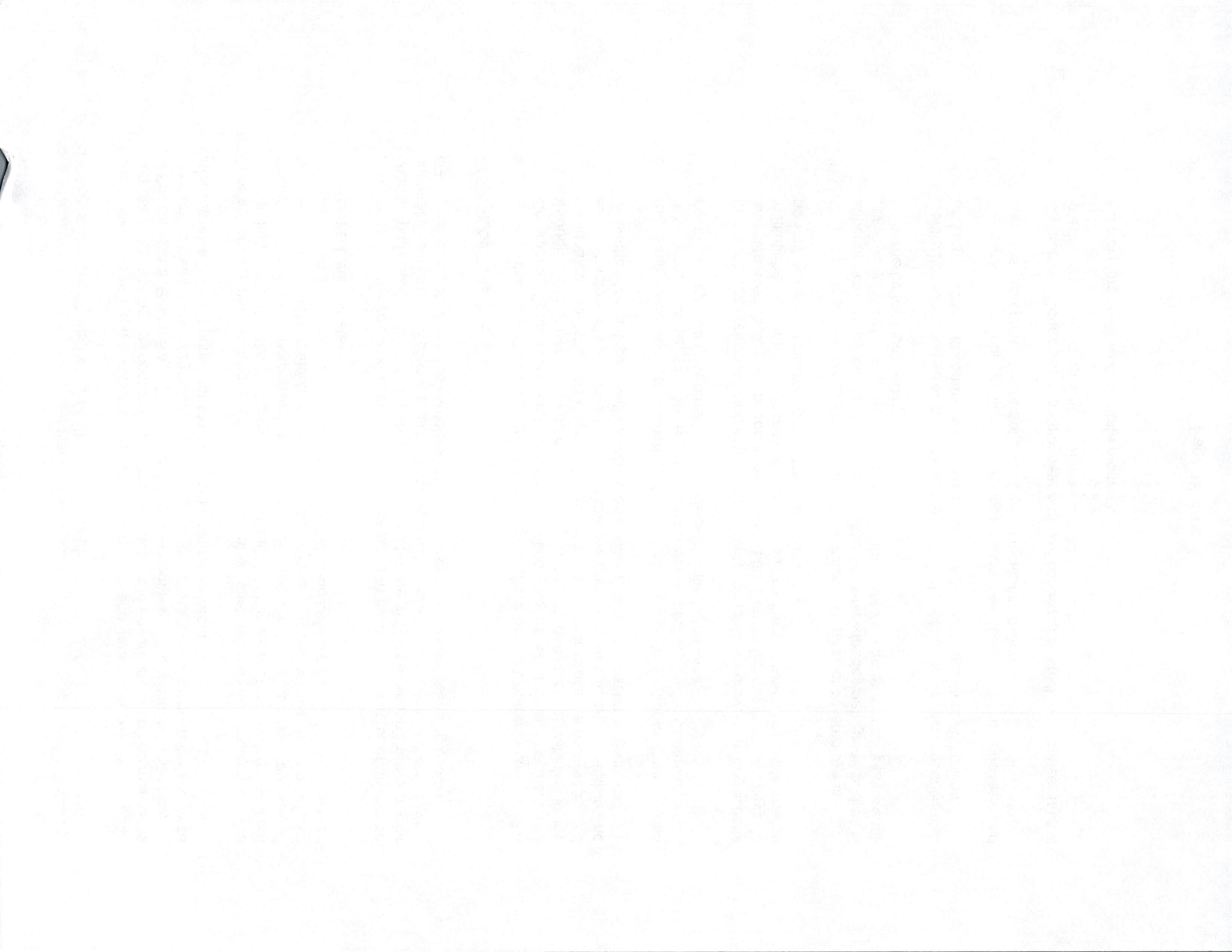
employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such 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.

36. 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.



37. 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.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Fire Camp-Reimbursement

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, whichever 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:

County of Riverside
1627 South Hargrave Street, Bldg. D
Banning, CA 92220
Custody Management Unit Commander
Coordinated Custody Management Unit
Telephone: Office: (951) 922-7369

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

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. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

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.

CDCR Policy

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 against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender 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 punishments.
- 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. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

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.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever 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?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date



**California Department of Corrections and Rehabilitation
 CONSERVATION (FIRE) CAMPS**

Northern Male Camps (14)- CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
Alder	Del Norte County	100 person
Antelope	Lassen	100 person
Ben Lomond	Santa Cruz	100 person
Deadwood	Siskiyou	80 person
Delta	Solano	120 person
Eel River	Humboldt t	120 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
Washington Ridge	Nevada	100 person

Southern Male Camps (14) - CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
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
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
Prado	San Bernardino	80 person
Vallecito	Calaveras	100 person

Los Angeles County (LAC) 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 (2)

<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

CAMP, MSF, MINIMUM CUSTODY REFERENCE GUIDE (Revised May 2021)

Specific knowledge of each program's criteria and Minimum Custody is required prior to using this reference guide

<i>Case Factors</i>	<i>Camp</i>	<i>MSF</i>	<i>Minimum B</i>	<i>Minimum A</i>
Level I (0-18) and Level II (19-35) (No MMPS) ^a	Yes	Yes	Yes	Yes
Violence (VIO) and "R" Suffix (SEX)	No	No	No	No
Escape (ESC) ^b	C-B-C	C-B-C	C-B-C	C-B-C
Arson (ARS) ^c	No	C-B-C	C-B-C	C-B-C
Pending Casework (VIO/SEX/ESC/ARS/HOL) ^d	No	No	No	No
Hold Warrant Detainer (Felony) (HOL)	No	No	No	No
Hold Warrant Detainer (ICE) (HOL) ^e	C-B-C	C-B-C	C-B-C	C-B-C
Life (LIF) ^f	No	No	No	C-B-C
Public Interest Case (PUB) ^g	C-B-C	C-B-C	C-B-C	C-B-C
Security Threat Group I (STG I) (Validated)	C-B-C	C-B-C	C-B-C	C-B-C
STG I Dropout	Yes	Yes	Yes	Yes
Security Threat Group II (STG II)	Yes	Yes	Yes	Yes
Sensitive Needs Yard (SNY)	Yes	Yes	Yes	Yes
Serious Misconduct that results in AD for Disciplinary (DIS)	No	No	No	No
No SHU Term in last (12 Months) (SHU) Refer to Min. Custody Memorandum dated March 9, 1999	12 months	12 months	12 months	12 months
Protective Housing Unit (6 Months) (PHU)	6 months	6 months	6 months	6 months
Medical (MED) ^h	C-B-C	C-B-C	C-B-C	Yes
Mental Health Services Delivery System (PSY) ⁱ	C-B-C	C-B-C	C-B-C	CCCMS
Disability Placement Program Impacting Placement (MED) ^j	C-B-C	Yes	Yes	Yes
Developmental Disability Program (PSY) ^k	C-B-C	C-B-C	C-B-C	Yes
Dental ^l	Yes	Yes	Yes	Yes
TIME TO SERVE (TIM)				
<p>Inmate must have 8 years or less remaining to serve prior to Committee action or once WG M is assigned. Only the time remaining to serve of PC 2933 eligible cases may be reduced by enhanced credit earning of WG M. Only WG F enhances non-PC2933 credit earning.</p> <p>All ACTIVE and "FUTURE" cases meeting the criteria of PC 2933 (1/2 time) & and will earn 2-for-1 credit when Work Group "M" is assigned, and may have up to 8 years remaining to serve prior to committee.</p>				
Up to 8 years (TIM) Warden's approval for Camp or MSF placement: 6 to 8 years remaining to serve	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No*	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No*	Yes	Yes	Yes
Less than 12 months remaining to serve at a Camp Hub	Yes*	Yes	Yes	Yes
*Inmates with Camp experience within the previous 12 months can be considered when they are within 90 days of release from the RC	Yes	N/A	N/A	N/A
<p>"MIXED" ACTIVE and "FUTURE" cases i.e., some are PC 2933 (1/2 time eligible) & and may earn 2-for-1 when WG "M" is assigned. The other case(s) require 66.67% (2nd strike) or 80% (VIO) of the term to be served and will not be reduced.</p>				
Up to 8 years (TIM) Warden's approval required for Camp or MSF placement: Between 6 to 8 years of the anticipated date of release	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No*	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No*	Yes	Yes	Yes
Less than 12 months remaining to serve	No*	Yes	Yes	Yes
*Inmates with Camp experience within the previous 12 months and are within 90 days of release from an RC can be considered	Yes	N/A	N/A	N/A
<p>ACTIVE and "FUTURE" cases which require 66.67% (2nd strike) or 80% (VIO) of the term to be served, the inmate will not earn 2-for-1 credit when WG "M" is assigned and the ERPD is not reduced.</p>				
Up to 8 years remaining to serve (Warden's approval required 6-8 Years for Camp or MSF placement)	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No	Yes	Yes	Yes
Less than 6 months remaining to serve	No	Yes	Yes	Yes

The inmate must meet all other program criteria to be eligible

N/A = Not Applicable.
(#) = Number of Months.

No = Cannot have/exclusionary.
Yes = Must meet criteria, can have, or must have.

C-B-C = Case-by Case review required.

- a An inmate must have a placement score between 0-35, an inmate with a Mandatory Minimum Placement Score (MMPS) of 19/II is ineligible.
- b Camp/MSF eligible if the walkaway is over 10 years.
- c Camp eligible if there is no conviction for arson of structure, forest, property, or arson with injuries. May be eligible for MSF if convicted of arson of structure, forest, property, or eligible if arrested, detained or convicted of possession of an explosive device. May be eligible for MSF if a Board of Parole Hearings (BPH) Good/Probable Cause Finding for arson of structure, forest, property, or possession of explosive device. (Refer to Memorandum titled, *Arson Criteria and Min. Custody Eligibility*, dated July 30, 2004.)
- d Inmate remains **eligible for consideration** of Camp/MSF/Minimum Custody, but is **ineligible for placement** in Camp/MSF or being granted Minimum Custody (and Work Group “M” were applicable) until pending casework for potentially exclusionary case factors is resolved. Case work follow up shall be completed and committee held within the 60 day time frame.
- e Camp, MSF and Minimum Custody eligible if the inmate was not previously deported, and has family ties in California, or has prior work history of 12 months in California (may be cumulative).
- f An inmate serving a life term with the possibility of parole shall be housed in a facility with a security level of II or higher unless the exceptional criteria specified within subsections CCR 3375.2(a)(8) or 3375.2(a)(10) through 3375.2(a)(10)(I) have been met.
- g An inmate designated as a public interest case (PUB Administrative Determinant) may be considered for placement on a case-by-case basis per ICC action.
- h Health Care staff determines an inmate’s medical eligibility for each program. Refer to the most current Medical Matrix for MSF/Camp eligibility.
- i Inmates established at the CCCMS LOC for 6 months or more shall be considered for placement in MSF and may be referred and endorsed to an appropriate MSF consistent with the MH clearance process. UCC Denial of Minimum Custody for an inmate at the CCCMS LOC requires ICC review.
- j Health Care staff determines when an inmate meets eligibility placement for designated DPP and DDP program beds. DD1, DD2 and DD3 inmates are eligible for placement at a designated MSF or Camp facilities. The inmate must be cleared by IDST before endorsement and placement. Staff shall be aware those inmates endorsed to California Men’s Colony (CMC), Cuesta #24, and California Rehabilitation Center (CRC), Norco #0 will be housed within the institutions perimeter and identified with the CAMP administrative determinant.
- k Any inmate who is otherwise eligible for placement into a Camp who does not have either a DPC 1A or DPC 5 shall not be required to complete dental care prior to placement, nor shall be removed from participation in Camp for refusal of any aspect of dental treatment. Any inmate who is a participant in Camp who has a DPC 1B 1C, and 2 condition, and has refused dental care, shall be placed at a Camp in close proximity to an institution. **Note: DPC 1A or DPC 5 maybe endorsed to Camp pending treatment.**

For additional information on Application of “ WG F” refer to memorandum titled, *Implementation and Appropriate Application of Work Group M and Applying Work Group F*, dated December 29, 2017. **Note: WG F is only granted upon successful completion of fire fighter training or Camp placement, only WG F enhances non-PC2933 credit earning.**

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). (Case-by-case review)
Serious Felonies	Current or prior PC 1192.7(c) and/or PC 1192.8 conviction(s) or comparable out-of-state conviction(s). (Case-by-case review)
Sex Offenses	Current or prior Arrest or conviction(s) requiring PC 290 registration or comparable out-of-state arrest or conviction(s).
Time To Serve	Less than six months 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.

County Fire Camp Offender Screening and Processing

COUNTY SCREENING

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

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

		CDCR USE			CDCR USE
<input type="checkbox"/>	CURRENT CI&I RAP SHEET		<input type="checkbox"/>	DOCUMENTED ENEMIES	
<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 ARREST OR CONVICTION	
<input type="checkbox"/>	LESS THAN SIX MONTHS 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	BADGE NUMBER
LOCATION	TELEPHONE NUMBER	DATE

SECTION 4: MEDICAL/MENTAL HEALTH/DENTAL SCREENING

MEDICAL SCREENING			
CONSULTATIVE SERVICES	FUNCTIONAL CAPACITY	MEDICAL RISK	NURSING CARE ACUITY
<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
* ASTHMA WITH ACT > 20 AND REQUIRING < 4 RESCUE CANISTERS; DIABETES A1c < 8.0; HYPERTENSION WITH BP < 161/101; SEIZURE DISORDER WITH NO BREAKTHROUGH SEIZURES			
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	
*REQUIRES SCREENING/EXAMINATION PERFORMED BY A DENTIST THAT INCLUDES ANY NECESSARY RADIOGRAPHS.			
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	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

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

Category	Medical, Mental Health, Dental 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>	

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, March 28, 2023, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. C5610601 between Riverside County and California Department of Corrections and Rehabilitation (CDCR) providing for: CDCR Fire Camp Program.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Abstain: None

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

KIMBERLY A. RECTOR, Clerk of the Board

BY: 

Deputy

3.31

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C5610601	PURCHASING AUTHORITY NUMBER (if applicable) WHEN DOCUMENT IS FULLY EXECUTED RETURN TO CLERK'S COPY
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below by **Riverside County Clerk of the Board, Stop 1010**

CONTRACTING AGENCY NAME
 California Department of Corrections and Rehabilitation

**Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.**

CONTRACTOR NAME
 County of Riverside

2. The term of this Agreement is:

START DATE
 November 1, 2022 or Upon Approval whichever occurs last.

THROUGH END DATE
 June 30, 2025

3. The maximum amount of this Agreement is:
 (\$1,896,400.00)
 One Million Eight Hundred Ninety-Six Thousand Four Hundred Dollars and Zero 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	Scope of Work	12
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Rate Sheet	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
+ - Exhibit E	Business Associates Agreement (HIPAA)	14
+ - Exhibit F	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3
+ - Attachment 1	List of Fire Camps	1
+ - Attachment 2	Camp, MSF, Minimum Custody Reference Guide	2
+ - Attachment 3	Fire Camp Offender Criteria - Criminal History	1
+ - Attachment 4	County Fire Camp Offender Screening and Processing	3
+ - Attachment 5	County Fire Camp Offender Information	1
+ - Attachment 6	Body Receipt	1
+ - Attachment 7	Fire Camp Offender Criteria - Medical/Mental Health/Dental	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 <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)


AGREEMENT NUMBER C5610601	PURCHASING AUTHORITY NUMBER (If Applicable)
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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS 4095 Lemon Street, 4th Floor	CITY Riverside	STATE CA	ZIP 92501
PRINTED NAME OF PERSON SIGNING Kevin Jeffries	TITLE Chair, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 3/28/23		

STATE OF CALIFORNIA


CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS 9838 Old Placerville Road, Suite B-2	CITY Sacramento	STATE CA	ZIP 95827
PRINTED NAME OF PERSON SIGNING CHRISTINA WABINGA	TITLE Section Chief, Service Contracts Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
--	---------------------------

FORM APPROVED COUNTY COUNSEL
 BY:  DATE: 2/17/2023
 AMRIT P. DHILLON

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 By: 
 DEPUTY

Fire Camp Reimbursement Contract

AGREEMENT BETWEEN
STATE OF CALIFORNIA
AND
COUNTY OF RIVERSIDE

I. INTRODUCTION

This Agreement is entered into between the California Department of Corrections and Rehabilitation (hereinafter "CDCR") and Riverside County (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the State of California and COUNTY realignment of responsibility for the housing of low level Offenders. The CDCR jointly operates or has access to Conservation (Fire) Camps (hereinafter "Fire Camp") 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 Agreement and perform or have performed the required services as set forth herein.

II. DEFINITIONS

Basic Healthcare – 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 – The California Department of Forestry and Fire Protection.

Camp Administrative Office – 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.

California Law Enforcement Telecommunications System (CLETS) – The computerized telecommunications system in the State of California that is used by public agencies of law enforcement and criminal justice for accessing law enforcement information and sending law enforcement messages.

Day – Calendar day unless otherwise defined in this agreement.

Fire Camp – A dormitory 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 – A designated dormitory housing facility cooperatively managed by CDCR and CAL FIRE for the firefighter training of COUNTY Offenders.

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

Need-to-know – The necessity to obtain the California Department of Justice (CA DOJ) or the FBI information to execute official responsibilities.

Offender – Any adult male/female person incarcerated based on a felony conviction pursuant to applicable California laws, and assigned to the Fire Camps for housing under this Agreement.

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

Operating Requirements – 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 – 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.

Right-to-know – The right to obtain the CA DOJ or the FBI information pursuant to court order, statute or decisional law.

Serious Disciplinary – Discipline in response to an act or action of the COUNTY Offender that 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 the 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.

The CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camps (**Attachment 1**).

Provided, however, nothing herein shall prevent the 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 CDCR.

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 the CDCR on the basis of compliance with all applicable state statutes or such other applicable laws, regulations, or CDCR criteria (**Attachments 2-4**).

Prior to the arrival of any COUNTY Offender to a 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.

Only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use or have access to information derived from CLETS. Any information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through CLETS. CDCR is a "criminal justice agency" as defined in Penal Code section 13101 and is entitled to access information via CLETS. CDCR agrees that only employees with a "right to know" or "need to know" are authorized to access any CLETS information provided by the COUNTY.

Prior to submitting a COUNTY Offender for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of the COUNTY Offender which includes dental, medical and mental health examinations to determine eligibility (**Attachment 4, Section 4**).

C. Transfer and Delivery of Offenders

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

The CDCR shall require the COUNTY representative to sign a CDCR Form 123, Body Receipt (**Attachment 5**) acknowledging delivery and transfer of custody of the Offender to the CDCR.

The CDCR shall be responsible for the transporting and the costs thereof for the COUNTY Offenders from the CIM to the Fire Camp Training Center. In cases where COUNTY Offenders are delivered to a designated CDCR Transfer Hub, the CDCR is responsible for the transporting and the costs thereof of COUNTY Offenders from the designated Transfer Hub to a Fire Camp Training Center.

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 a COUNTY Offender from CIM. This retrieval shall occur on the date and time specified by the CDCR and mutually agreed upon by the 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 charged the prison bed rate of \$77.00 per day for the cost of housing that COUNTY Offender.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offender 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) business days of the COUNTY Offender's transfer to CDCR via check made payable to CDCR. These funds shall be held and managed pursuant to CDCR's policies, procedures and practices.

E. Offender Work/Program Assignment Payment

The 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 COUNTY

Upon demand by the CDCR or COUNTY, COUNTY Offenders shall 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 shall require the COUNTY representative to sign a CDCR Form 123, Body Receipt (**Attachment 6**) acknowledging delivery and transfer of custody of the Offender to the COUNTY.

In the event that it becomes necessary to remove a COUNTY Offender from a Fire Camp or Fire Camp Training Center due to an increase in healthcare needs beyond those provided by the CDCR as part of basic healthcare services, any disciplinary reason, inability to provide a level of custody consistent with the safety and security of the COUNTY Offender, Staff, and/or the Fire Camp, or the COUNTY Offender's refusal to participate in the Fire Camp program, the CDCR shall remove the offender from the Fire Camp or Fire Camp Training Center

immediately. Following removal, the CDCR shall notify the COUNTY and coordinate the Offender's return to the COUNTY in accordance with Section III, Subsection C, when practical. Each night an Offender is not in a Fire Camp or Fire Camp Training Center, the COUNTY shall be charged the prison bed rate of \$77.00 per day. In the event the COUNTY Offender requires housing outside of a CDCR facility due to disciplinary action, all associated costs shall be passed to the COUNTY.

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 shall ensure the 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 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 regulations and policies. The CDCR shall provide security and supervision of the COUNTY Offender consistent with CDCR regulations and policies including disciplinary behavior, program participation, and other activities.

B. *Medical/Mental Health/Dental*

The COUNTY Offender 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.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the Department Operations Manual (DOM) and consistent with CDCR Prison Rape Elimination Act protocols.

The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases.

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 regulations and policies 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 HIPAA or other Federal privacy laws.

Medical costs beyond basic healthcare, including but not limited to, medical costs, incurred prior to COUNTY Offender's return to COUNTY shall be the responsibility of the COUNTY. This does not include injury or illness covered under Workers' Compensation in accordance with Section IV, Subsection D.

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 90 days of receipt.

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*

In the event of the death of a COUNTY Offender, the CDCR shall immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and at the county email address provided in the contact information below 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 shall be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR.

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 shall notify the designated next of kin of the deceased Offender, if any, as soon as practicable after death.

The 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*

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. A COUNTY Offender who refuses to participate in the Fire Camp Work/Training Program shall be returned to the COUNTY in accordance with Section III, Subsection C.

Leisure time inmate programs at the camp are available and may include: self-help programs, e.g. AA/NA, religious services, hobby craft, etc. as available.

The CDCR shall maintain daily records of the actual hours worked/participated for each COUNTY Offender.

Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR regulations and policies.

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

The CDCR shall 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

The COUNTY Offenders shall be provided recreational opportunities on a daily basis. The CDCR shall implement a quarterly package program for the COUNTY Offenders consistent with CDCR regulations and policies. The CDCR reserves the right to exclude any quarterly package item deemed to be a security risk.

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

G. Telephone

Access to telephone service shall be provided to all COUNTY Offenders consistent with CDCR regulations and policies.

H. Clothing

The CDCR shall 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 CDCR regulations and policies.

Other specialized clothing and safety equipment shall also be issued to the COUNTY Offender consistent with CDCR regulations and policies.

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

I. Meals

The CDCR shall provide all COUNTY Offenders with nutritional meals consistent with CDCR regulations and policies.

J. Mail

The COUNTY Offenders shall be provided with mail service in accordance with CDCR regulations and policies.

K. Visitation

The COUNTY Offenders shall be provided visitation in accordance with CDCR regulations and policies.

L. COUNTY Offender Property

The COUNTY Offenders shall be allowed to possess personal property consistent with CDCR regulations and policies. Exclusions may be granted based on camp security requirements. The CDCR shall follow existing regulations on disposition of property. The CDCR shall compensate the COUNTY Offenders for loss or damaged property due to the negligence of the CDCR in accordance with applicable remedies consistent with CDCR regulations and policies. The COUNTY shall not be responsible for such loss or damaged property and the CDCR shall indemnify the COUNTY for any and all claims, losses and liabilities, attributable to such lost or damaged property while in CDCR custody.

M. COUNTY Offender Appeals

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

N. Access to Courts

The CDCR shall ensure all COUNTY Offenders have court related access consistent with the CDCR regulations and policies. All COUNTY Offenders requesting access to a law library shall 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 shall transport in accordance with Section III, Subsection C.

O. Offender Records and Progress Reports

The CDCR shall handle all COUNTY OCFs and ensure compliance consistent with CDCR regulations and policies. Offender Camp records regarding the COUNTY Offenders while at the Fire Camp shall be collected and maintained on-site by the CDCR in accordance with CDCR records management and requirements governing confidentiality. The COUNTY OCF shall not

be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to the COUNTY Offender, 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 shall 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.

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.

The COUNTY shall perform all time calculations for the COUNTY Offender while housed in the CDCR Fire Camp and shall provide the CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate the return of the COUNTY Offender to the COUNTY within 30 days of his/her release. CDCR will notify COUNTY of any events or disciplinary actions that may result in a reduction of time credits.

The CDCR shall provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and existing state law.

P. Transportation and Security

The CDCR shall provide security for the COUNTY Offenders assigned to the Fire Camp or while in CDCR custody. The CDCR shall provide transportation and transportation staffing consistent with CDCR regulations and policies 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, the CDCR shall transport in accordance with Section III, Subsection C.

Q. Escapes

In the event of an escape by a COUNTY Offender from the Fire Camp's physical custody, the CDCR shall initiate efforts to apprehend such COUNTY Offender, 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 shall include all provisions as agreed to in the Memorandum of Understanding between the CCC/SCC/CIW Warden and the Sheriff of the COUNTY where the Fire 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 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*

The CDCR shall handle all COUNTY Offender related incidents and emergencies, consistent with CDCR regulations and policies and 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.

All COUNTY Offenders are subject to CDCR rules and regulations regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while the COUNTY Offender is 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 shall be screened for possible prosecution in accordance with the policies of the 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 placements are appropriate.

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

Upon notification of a court order for restitution by a COUNTY Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds shall be remitted in a manner that adheres to CDCR regulations and policies.

V. *NOTICES*

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. 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: Carolyn Flores, Associate Warden
1515 S Street, Suite 516S
Sacramento, CA 95811
Office: (916) 324-6195
carolyn.flores@cdcr.ca.gov

COUNTY: Coordinated Custody Management Unit
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7369
firecamp@riversidesheriff.org

VI. CONTACTS

State Contacts:

Contract Monitor:
Carolyn Flores, Associate Warden
1515 S Street, Suite 516S
Sacramento, CA 95811
Office: (916) 324-6195
carolyn.flores@cdcr.ca.gov

Fire Camp Headquarters Captain:
Fred Money, Captain (A)
1515 S Street Suite 330N
Sacramento, CA 95811
Phone: (916) 324-0756
fred.money@cdcr.ca.gov

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

Office of Public and Employee Communications:
1515 S Street, Suite 113S
Sacramento, California 95811
Office: (916) 445-4950
opecc@cdcr.ca.gov

COUNTY Contacts:

Contract Monitors:
Coordinated Custody Management Unit
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7369
firecamp@riversidesheriff.org

Ronnie Nieto, Accounting Technician II
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7392
rnieto2@riversidesheriff.org

In the event of death of a COUNTY Offender, Notify:
Email: firecamp@riversidesheriff.org

Exhibit B supersedes section 13 entitled "Compensation" of the General Terms and Conditions contained in Exhibit C.

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 \$81.00 for each COUNTY Offender while in fire suppression training.

Upon completion of the fire suppression training, the COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$10.00 for each COUNTY Offender housed in a CDCR Fire camp.

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

If the Department of Finance lowers the statewide Fire Camp per diem rate, CDCR shall amend the contract to reflect the lower rate.

Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement. The COUNTY and CDCR shall negotiate any change in the per diem rate prior to implementation.

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 REIMBURSEMENT CONTRACT
 Agreement Term: November 1, 2022 through June 30, 2025

RIVERSIDE COUNTY

HOUSING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
100	X	\$10	X	242	\$242,000.00	22/23
100	X	\$10	X	366	\$366,000.00	23/24 (Leap Year)
100	X	\$10	X	365	\$365,000.00	24/25
				Agreement total	(\$973,000.00)	

TRAINING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
100	X	\$81	X	38	\$307,800.00	22/23
100	X	\$81	X	38	\$307,800.00	23/24
100	X	\$81	X	38	\$307,800.00	24/25
				Agreement total	(\$923,400.00)	

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$10 per day, or any part thereof for each County Offender housed in a CDCR Fire Camp, and \$81 per day, or any part thereof, for each COUNTY Offender housed and trained at a CDCR Fire Training Center. 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 100 county offenders housed in a CDCR Fire Camp, shall not exceed (\$973,000.00).
3. The total amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation and medical guarding, for up to 100 county offenders trained in a CDCR Fire Training Center, cannot be determined due to the instability of the inmate population as a result of paroles, program failures, etc. However, if 100 inmates were trained each year at an average of 38 days, the total amount would not exceed (\$923,400.00).
4. The numbers of Offenders shown above are estimated. The total amount of training and camp costs may vary based on the number of COUNTY Offenders housed. The COUNTY is responsible to pay for each COUNTY Offender housed in camp or training.

The estimated amount of this Agreement is (\$1,896,400.00).

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 Information**

CDCR and Provider 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.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit 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 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.

4. 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.

5. Taxes

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

6. 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.

7. 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.

8. Extension of Term

When 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to

Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Travel

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

27. 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.

28. Mutual Hold Harmless

Contractor 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 and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, the County of Riverside, and its respective officers, directors, agents, principals and employees, from 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 as allowed by law.

With response to any action or claim subject to indemnification herein, the parties shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim of the other party; provided, however, that any such adjustment, settlement or compromise in no manner limits or circumscribes the parties' obligations to indemnify each other.

Each of the parties' obligations to defend, indemnify and hold harmless shall be subject to providing prompt notice to the other party within a reasonable period of time of the claim or the commencement of the related action, as the case may be. The party's obligation hereunder shall be satisfied when the party has provided the appropriate form of dismissal relieving the other party from any liability for the action or claim involved.

29. 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.

30. 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:

31. Blood borne Pathogens

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

32. 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).

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Fire Camp-Reimbursement

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, whichever 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:

County of Riverside
1627 South Hargrave Street, Bldg. D
Banning, CA 92220
Custody Management Unit Commander
Coordinated Custody Management Unit
Telephone: Office: (951) 922-7369

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

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. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

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.

CDCR Policy

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 against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender 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 punishments.
- 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. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

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.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever 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?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date



California Department of Corrections and Rehabilitation CONSERVATION (FIRE) CAMPS

Northern Male Camps (14)- CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
Alder	Del Norte County	100 person
Antelope	Lassen	100 person
Ben Lomond	Santa Cruz	100 person
Deadwood	Siskiyou	80 person
Delta	Solano	120 person
Eel River	Humboldt t	120 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
Washington Ridge	Nevada	100 person

Southern Male Camps (14) - CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
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
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
Prado	San Bernardino	80 person
Vallecito	Calaveras	100 person

Los Angeles County (LAC) 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 (2)

<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

CAMP, MSF, MINIMUM CUSTODY REFERENCE GUIDE (Revised May 2021)

Specific knowledge of each program's criteria and Minimum Custody is required prior to using this reference guide

<i>Case Factors</i>	<i>Camp</i>	<i>MSF</i>	<i>Minimum B</i>	<i>Minimum A</i>
Level I (0-18) and Level II (19-35) (No MMPS) ^a	Yes	Yes	Yes	Yes
Violence (VIO) and "R" Suffix (SEX)	No	No	No	No
Escape (ESC) ^b	C-B-C	C-B-C	C-B-C	C-B-C
Arson (ARS) ^c	No	C-B-C	C-B-C	C-B-C
Pending Casework (VIO/SEX/ESC/ARS/HOL) ^d	No	No	No	No
Hold Warrant Detainer (Felony) (HOL)	No	No	No	No
Hold Warrant Detainer (ICE) (HOL) ^e	C-B-C	C-B-C	C-B-C	C-B-C
Life (LIF) ^f	No	No	No	C-B-C
Public Interest Case (PUB) ^g	C-B-C	C-B-C	C-B-C	C-B-C
Security Threat Group I (STG I) (Validated)	C-B-C	C-B-C	C-B-C	C-B-C
STG I Dropout	Yes	Yes	Yes	Yes
Security Threat Group II (STG II)	Yes	Yes	Yes	Yes
Sensitive Needs Yard (SNY)	Yes	Yes	Yes	Yes
Serious Misconduct that results in AD for Disciplinary (DIS)	No	No	No	No
No SHU Term in last (12 Months) (SHU) Refer to Min. Custody Memorandum dated March 9, 1999	12 months	12 months	12 months	12 months
Protective Housing Unit (6 Months) (PHU)	6 months	6 months	6 months	6 months
Medical (MED) ^h	C-B-C	C-B-C	C-B-C	Yes
Mental Health Services Delivery System (PSY) ⁱ	C-B-C	C-B-C	C-B-C	CCCMS
Disability Placement Program Impacting Placement (MED) ^j	C-B-C	Yes	Yes	Yes
Developmental Disability Program (PSY) ^k	C-B-C	C-B-C	C-B-C	Yes
Dental ^l	Yes	Yes	Yes	Yes
TIME TO SERVE (TIM)				
<p>Inmate must have 8 years or less remaining to serve prior to Committee action or once WG M is assigned. Only the time remaining to serve of PC 2933 eligible cases may be reduced by enhanced credit earning of WG M. Only WG F enhances non-PC2933 credit earning.</p> <p>All ACTIVE and "FUTURE" cases meeting the criteria of PC 2933 (1/2 time) & and will earn 2-for-1 credit when Work Group "M" is assigned, and may have up to 8 years remaining to serve prior to committee.</p>				
Up to 8 years (TIM) Warden's approval for Camp or MSF placement: 6 to 8 years remaining to serve	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No*	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No*	Yes	Yes	Yes
Less than 12 months remaining to serve at a Camp Hub	Yes*	Yes	Yes	Yes
*Inmates with Camp experience within the previous 12 months can be considered when they are within 90 days of release from the RC	Yes	N/A	N/A	N/A
<p>"MIXED" ACTIVE and "FUTURE" cases i.e., some are PC 2933 (1/2 time eligible) & and may earn 2-for-1 when WG "M" is assigned. The other case(s) require 66.67% (2nd strike) or 80% (VIO) of the term to be served and will not be reduced.</p>				
Up to 8 years (TIM) Warden's approval required for Camp or MSF placement: Between 6 to 8 years of the anticipated date of release	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No*	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No*	Yes	Yes	Yes
Less than 12 months remaining to serve	No*	Yes	Yes	Yes
*Inmates with Camp experience within the previous 12 months and are within 90 days of release from an RC can be considered	Yes	N/A	N/A	N/A
<p>ACTIVE and "FUTURE" cases which require 66.67% (2nd strike) or 80% (VIO) of the term to be served, the inmate will not earn 2-for-1 credit when WG "M" is assigned and the ERPD is not reduced.</p>				
Up to 8 years remaining to serve (Warden's approval required 6-8 Years for Camp or MSF placement)	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No	Yes	Yes	Yes
Less than 6 months remaining to serve	No	Yes	Yes	Yes

The inmate must meet all other program criteria to be eligible

N/A = Not Applicable.
(#) = Number of Months.

No = Cannot have/exclusionary.
Yes = Must meet criteria, can have, or must have.

C-B-C = Case-by Case review required.

- a An inmate must have a placement score between 0-35, an inmate with a Mandatory Minimum Placement Score (MMPS) of 19/II is ineligible.
- b Camp/MSF eligible if the walkaway is over 10 years.
- c Camp eligible if there is no conviction for arson of structure, forest, property, or arson with injuries. May be eligible for MSF if convicted of arson of structure, forest, property, or eligible if arrested, detained or convicted of possession of an explosive device. May be eligible for MSF if a Board of Parole Hearings (BPH) Good/Probable Cause Finding for arson of structure, forest, property, or possession of explosive device. (Refer to Memorandum titled, *Arson Criteria and Min. Custody Eligibility*, dated July 30, 2004.)
- d Inmate remains **eligible for consideration** of Camp/MSF/Minimum Custody, but is **ineligible for placement** in Camp/MSF or being granted Minimum Custody (and Work Group “M” were applicable) until pending casework for potentially exclusionary case factors is resolved. Case work follow up shall be completed and committee held within the 60 day time frame.
- e Camp, MSF and Minimum Custody eligible if the inmate was not previously deported, and has family ties in California, or has prior work history of 12 months in California (may be cumulative).
- f An inmate serving a life term with the possibility of parole shall be housed in a facility with a security level of II or higher unless the exceptional criteria specified within subsections CCR 3375.2(a)(8) or 3375.2(a)(10) through 3375.2(a)(10)(I) have been met.
- g An inmate designated as a public interest case (PUB Administrative Determinant) may be considered for placement on a case-by-case basis per ICC action.
- h Health Care staff determines an inmate’s medical eligibility for each program. Refer to the most current Medical Matrix for MSF/Camp eligibility.
- i Inmates established at the CCCMS LOC for 6 months or more shall be considered for placement in MSF and may be referred and endorsed to an appropriate MSF consistent with the MH clearance process. UCC Denial of Minimum Custody for an inmate at the CCCMS LOC requires ICC review.
- j Health Care staff determines when an inmate meets eligibility placement for designated DPP and DDP program beds. DD1, DD2 and DD3 inmates are eligible for placement at a designated MSF or Camp facilities. The inmate must be cleared by IDST before endorsement and placement. Staff shall be aware those inmates endorsed to California Men’s Colony (CMC), Cuesta #24, and California Rehabilitation Center (CRC), Norco #0 will be housed within the institutions perimeter and identified with the CAMP administrative determinant.
- k Any inmate who is otherwise eligible for placement into a Camp who does not have either a DPC 1A or DPC 5 shall not be required to complete dental care prior to placement, nor shall be removed from participation in Camp for refusal of any aspect of dental treatment. Any inmate who is a participant in Camp who has a DPC 1B 1C, and 2 condition, and has refused dental care, shall be placed at a Camp in close proximity to an institution. **Note: DPC 1A or DPC 5 maybe endorsed to Camp pending treatment.**

For additional information on Application of “ WG F” refer to memorandum titled, *Implementation and Appropriate Application of Work Group M and Applying Work Group F*, dated December 29, 2017. **Note: WG F is only granted upon successful completion of fire fighter training or Camp placement, only WG F enhances non-PC2933 credit earning.**

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). (Case-by-case review)
Serious Felonies	Current or prior PC 1192.7(c) and/or PC 1192.8 conviction(s) or comparable out-of-state conviction(s). (Case-by-case review)
Sex Offenses	Current or prior Arrest or conviction(s) requiring PC 290 registration or comparable out-of-state arrest or conviction(s).
Time To Serve	Less than six months 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.

County Fire Camp Offender Screening and Processing

COUNTY SCREENING

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

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		
<input type="checkbox"/> CURRENT OR PRIOR PC 667.5(C) CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS		CDCR USE
<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 ARREST OR CONVICTION		
<input type="checkbox"/> LESS THAN SIX MONTHS 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		
<input type="checkbox"/> ARREST IN CALIFORNIA EQUIVALENT TO PC 290 OFFENSE(S)		CDCR USE
<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	BADGE NUMBER
LOCATION	TELEPHONE NUMBER	DATE

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
* ASTHMA WITH ACT > 20 AND REQUIRING < 4 RESCUE CANISTERS; DIABETES A1c < 8.0; HYPERTENSION WITH BP < 161/101; SEIZURE DISORDER WITH NO BREAKTHROUGH SEIZURES			
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	
*REQUIRES SCREENING/EXAMINATION PERFORMED BY A DENTIST THAT INCLUDES ANY NECESSARY RADIOGRAPHS.			
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	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

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

Category	Medical, Mental Health, Dental 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
* Asthma with ACT > 20 and requiring < 4 rescue canisters; Diabetes A1c < 8.0; Hypertension with BP < 161/101; Seizure disorder with no breakthrough seizures	
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
* Requires screening/examination performed by a Dentist that includes any necessary radiographs	

DIVISION OF ADMINISTRATIVE SERVICES
OFFICE OF BUSINESS SERVICES
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827



August 10, 2023

Sent via email to:
asaldana@riversidesheriff.org
astewart2@riversidesheriff.org

Mr. Kevin Jeffries, Chairman of the Board of Supervisors
Riverside County Sheriff's Office
4095 Lemon Street, 4th Floor
Riverside, CA 92501

Dear Mr. Jeffries:

AGREEMENT NUMBER: C5610601
SERVICE: CDCR FIRE CAMP REIMBURSEMENT CONTRACT

Enclosed for your files is a fully executed Agreement regarding the service(s) described above with the California Department of Corrections and Rehabilitation for the period of May 12, 2023 through June 30, 2025.

A copy of this Agreement has been forwarded to the Headquarters Accounting Office, which is responsible for the payment of approved invoices. In order to expedite the payment process, please ensure all invoices submitted to the State are submitted in accordance with the payment provisions of this Agreement. Invoices must be accurate; reasonable for the services performed and costs incurred, and include all applicable receipts and necessary supporting documentation as stated in this Agreement. Every invoice must also clearly state the Agreement Number and the Purchase Order Number. If invoices are submitted electronically via email; email must include the name on the Agreement and Agreement Number in the subject line of the email. The email must include an attached PDF of the invoice(s) with reference to the institution name and invoice number.

<u>Fiscal Year</u>	<u>Work Completed During</u>	<u>Purchase Order Number</u>
2022/23 to 2024/25	05/12/2023 to 06/30/2025	4400029360

If you have any questions or need assistance, do not hesitate to contact me at (279) 210-3758.

Sincerely,

Amparo V. Morales

Amparo V. Morales
Contract Analyst
Headquarters Service Contracts Unit
Contracts Management Branch

Attachments: (2)

Enclosure: Contract File

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, March 28, 2023, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. C5610601 between Riverside County and California Department of Corrections and Rehabilitation (CDCR) providing for: CDCR Fire Camp Program.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Abstain: None

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

KIMBERLY A. RECTOR, Clerk of the Board

BY: 
Deputy

3.31

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C5610601	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

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

November 1, 2022 or Upon Approval whichever occurs last.

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

(\$1,896,400.00)

One Million Eight Hundred Ninety-Six Thousand Four Hundred Dollars and Zero 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	Scope of Work	12
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Rate Sheet	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
+ - Exhibit E	Business Associates Agreement (HIPAA)	14
+ - Exhibit F	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3
+ - Attachment 1	List of Fire Camps	1
+ - Attachment 2	Camp, MSF, Minimum Custody Reference Guide	2
+ - Attachment 3	Fire Camp Offender Criteria - Criminal History	1
+ - Attachment 4	County Fire Camp Offender Screening and Processing	3
+ - Attachment 5	County Fire Camp Offender Information	1
+ - Attachment 6	Body Receipt	1
+ - Attachment 7	Fire Camp Offender Criteria - Medical/Mental Health/Dental	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 <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)


AGREEMENT NUMBER C5610601	PURCHASING AUTHORITY NUMBER (If Applicable)
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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR


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

County of Riverside

CONTRACTOR BUSINESS ADDRESS 4095 Lemon Street, 4th Floor	CITY Riverside	STATE CA	ZIP 92501
PRINTED NAME OF PERSON SIGNING Kevin Jeffries	TITLE Chair, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 3/28/23		


STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS 9838 Old Placerville Road, Suite B-2	CITY Sacramento	STATE CA	ZIP 95827
PRINTED NAME OF PERSON SIGNING CHRISTINA WABINGA	TITLE Section Chief, Service Contracts Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE  for	DATE SIGNED 5/9/2023		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
--	---------------------------

FORM APPROVED COUNTY COUNSEL

BY:  **2/17/2023**
AMRIT Dhillon DATE

ATTEST:

KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

Fire Camp Reimbursement Contract

AGREEMENT BETWEEN
STATE OF CALIFORNIA
AND
COUNTY OF RIVERSIDE

I. INTRODUCTION

This Agreement is entered into between the California Department of Corrections and Rehabilitation (hereinafter "CDCR") and Riverside County (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the State of California and COUNTY realignment of responsibility for the housing of low level Offenders. The CDCR jointly operates or has access to Conservation (Fire) Camps (hereinafter "Fire Camp") 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 Agreement and perform or have performed the required services as set forth herein.

II. DEFINITIONS

Basic Healthcare – 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 – The California Department of Forestry and Fire Protection.

Camp Administrative Office – 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.

California Law Enforcement Telecommunications System (CLETS) – The computerized telecommunications system in the State of California that is used by public agencies of law enforcement and criminal justice for accessing law enforcement information and sending law enforcement messages.

Day – Calendar day unless otherwise defined in this agreement.

Fire Camp – A dormitory 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 – A designated dormitory housing facility cooperatively managed by CDCR and CAL FIRE for the firefighter training of COUNTY Offenders.

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

Need-to-know – The necessity to obtain the California Department of Justice (CA DOJ) or the FBI information to execute official responsibilities.

Offender – Any adult male/female person incarcerated based on a felony conviction pursuant to applicable California laws, and assigned to the Fire Camps for housing under this Agreement.

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

Operating Requirements – 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 – 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.

Right-to-know – The right to obtain the CA DOJ or the FBI information pursuant to court order, statute or decisional law.

Serious Disciplinary – Discipline in response to an act or action of the COUNTY Offender that 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 the 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.

The CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camps (**Attachment 1**).

Provided, however, nothing herein shall prevent the 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 CDCR.

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 the CDCR on the basis of compliance with all applicable state statutes or such other applicable laws, regulations, or CDCR criteria (**Attachments 2-4**).

Prior to the arrival of any COUNTY Offender to a 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.

Only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use or have access to information derived from CLETS. Any information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through CLETS. CDCR is a "criminal justice agency" as defined in Penal Code section 13101 and is entitled to access information via CLETS. CDCR agrees that only employees with a "right to know" or "need to know" are authorized to access any CLETS information provided by the COUNTY.

Prior to submitting a COUNTY Offender for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of the COUNTY Offender which includes dental, medical and mental health examinations to determine eligibility (**Attachment 4, Section 4**).

C. Transfer and Delivery of Offenders

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

The CDCR shall require the COUNTY representative to sign a CDCR Form 123, Body Receipt (**Attachment 5**) acknowledging delivery and transfer of custody of the Offender to the CDCR.

The CDCR shall be responsible for the transporting and the costs thereof for the COUNTY Offenders from the CIM to the Fire Camp Training Center. In cases where COUNTY Offenders are delivered to a designated CDCR Transfer Hub, the CDCR is responsible for the transporting and the costs thereof of COUNTY Offenders from the designated Transfer Hub to a Fire Camp Training Center.

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 a COUNTY Offender from CIM. This retrieval shall occur on the date and time specified by the CDCR and mutually agreed upon by the 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 charged the prison bed rate of \$77.00 per day for the cost of housing that COUNTY Offender.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offender 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) business days of the COUNTY Offender's transfer to CDCR via check made payable to CDCR. These funds shall be held and managed pursuant to CDCR's policies, procedures and practices.

E. Offender Work/Program Assignment Payment

The 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 COUNTY

Upon demand by the CDCR or COUNTY, COUNTY Offenders shall 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 shall require the COUNTY representative to sign a CDCR Form 123, Body Receipt (**Attachment 6**) acknowledging delivery and transfer of custody of the Offender to the COUNTY.

In the event that it becomes necessary to remove a COUNTY Offender from a Fire Camp or Fire Camp Training Center due to an increase in healthcare needs beyond those provided by the CDCR as part of basic healthcare services, any disciplinary reason, inability to provide a level of custody consistent with the safety and security of the COUNTY Offender, Staff, and/or the Fire Camp, or the COUNTY Offender's refusal to participate in the Fire Camp program, the CDCR shall remove the offender from the Fire Camp or Fire Camp Training Center

immediately. Following removal, the CDCR shall notify the COUNTY and coordinate the Offender's return to the COUNTY in accordance with Section III, Subsection C, when practical. Each night an Offender is not in a Fire Camp or Fire Camp Training Center, the COUNTY shall be charged the prison bed rate of \$77.00 per day. In the event the COUNTY Offender requires housing outside of a CDCR facility due to disciplinary action, all associated costs shall be passed to the COUNTY.

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 shall ensure the 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 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 regulations and policies. The CDCR shall provide security and supervision of the COUNTY Offender consistent with CDCR regulations and policies including disciplinary behavior, program participation, and other activities.

B. *Medical/Mental Health/Dental*

The COUNTY Offender 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.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the Department Operations Manual (DOM) and consistent with CDCR Prison Rape Elimination Act protocols.

The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases.

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 regulations and policies 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 HIPAA or other Federal privacy laws.

Medical costs beyond basic healthcare, including but not limited to, medical costs, incurred prior to COUNTY Offender's return to COUNTY shall be the responsibility of the COUNTY. This does not include injury or illness covered under Workers' Compensation in accordance with Section IV, Subsection D.

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 90 days of receipt.

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*

In the event of the death of a COUNTY Offender, the CDCR shall immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and at the county email address provided in the contact information below 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 shall be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR.

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 shall notify the designated next of kin of the deceased Offender, if any, as soon as practicable after death.

The 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*

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. A COUNTY Offender who refuses to participate in the Fire Camp Work/Training Program shall be returned to the COUNTY in accordance with Section III, Subsection C.

Leisure time inmate programs at the camp are available and may include: self-help programs, e.g. AA/NA, religious services, hobby craft, etc. as available.

The CDCR shall maintain daily records of the actual hours worked/participated for each COUNTY Offender.

Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR regulations and policies.

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

The CDCR shall 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

The COUNTY Offenders shall be provided recreational opportunities on a daily basis. The CDCR shall implement a quarterly package program for the COUNTY Offenders consistent with CDCR regulations and policies. The CDCR reserves the right to exclude any quarterly package item deemed to be a security risk.

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

G. Telephone

Access to telephone service shall be provided to all COUNTY Offenders consistent with CDCR regulations and policies.

H. Clothing

The CDCR shall 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 CDCR regulations and policies.

Other specialized clothing and safety equipment shall also be issued to the COUNTY Offender consistent with CDCR regulations and policies.

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

I. Meals

The CDCR shall provide all COUNTY Offenders with nutritional meals consistent with CDCR regulations and policies.

J. Mail

The COUNTY Offenders shall be provided with mail service in accordance with CDCR regulations and policies.

K. Visitation

The COUNTY Offenders shall be provided visitation in accordance with CDCR regulations and policies.

L. COUNTY Offender Property

The COUNTY Offenders shall be allowed to possess personal property consistent with CDCR regulations and policies. Exclusions may be granted based on camp security requirements. The CDCR shall follow existing regulations on disposition of property. The CDCR shall compensate the COUNTY Offenders for loss or damaged property due to the negligence of the CDCR in accordance with applicable remedies consistent with CDCR regulations and policies. The COUNTY shall not be responsible for such loss or damaged property and the CDCR shall indemnify the COUNTY for any and all claims, losses and liabilities, attributable to such lost or damaged property while in CDCR custody.

M. COUNTY Offender Appeals

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

N. Access to Courts

The CDCR shall ensure all COUNTY Offenders have court related access consistent with the CDCR regulations and policies. All COUNTY Offenders requesting access to a law library shall 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 shall transport in accordance with Section III, Subsection C.

O. Offender Records and Progress Reports

The CDCR shall handle all COUNTY OCFs and ensure compliance consistent with CDCR regulations and policies. Offender Camp records regarding the COUNTY Offenders while at the Fire Camp shall be collected and maintained on-site by the CDCR in accordance with CDCR records management and requirements governing confidentiality. The COUNTY OCF shall not

be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to the COUNTY Offender, 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 shall 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.

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.

The COUNTY shall perform all time calculations for the COUNTY Offender while housed in the CDCR Fire Camp and shall provide the CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate the return of the COUNTY Offender to the COUNTY within 30 days of his/her release. CDCR will notify COUNTY of any events or disciplinary actions that may result in a reduction of time credits.

The CDCR shall provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and existing state law.

P. *Transportation and Security*

The CDCR shall provide security for the COUNTY Offenders assigned to the Fire Camp or while in CDCR custody. The CDCR shall provide transportation and transportation staffing consistent with CDCR regulations and policies 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, the CDCR shall transport in accordance with Section III, Subsection C.

Q. *Escapes*

In the event of an escape by a COUNTY Offender from the Fire Camp's physical custody, the CDCR shall initiate efforts to apprehend such COUNTY Offender, 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 shall include all provisions as agreed to in the Memorandum of Understanding between the CCC/SCC/CIW Warden and the Sheriff of the COUNTY where the Fire 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 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*

The CDCR shall handle all COUNTY Offender related incidents and emergencies, consistent with CDCR regulations and policies and 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.

All COUNTY Offenders are subject to CDCR rules and regulations regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while the COUNTY Offender is 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 shall be screened for possible prosecution in accordance with the policies of the 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 placements are appropriate.

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

Upon notification of a court order for restitution by a COUNTY Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds shall be remitted in a manner that adheres to CDCR regulations and policies.

V. NOTICES

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. 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: Carolyn Flores, Associate Warden
1515 S Street, Suite 516S
Sacramento, CA 95811
Office: (916) 324-6195
carolyn.flores@cdcr.ca.gov

COUNTY: Coordinated Custody Management Unit
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7369
firecamp@riversidesheriff.org

VI. CONTACTS

State Contacts:

Contract Monitor:
Carolyn Flores, Associate Warden
1515 S Street, Suite 516S
Sacramento, CA 95811
Office: (916) 324-6195
carolyn.flores@cdcr.ca.gov

Fire Camp Headquarters Captain:
Fred Money, Captain (A)
1515 S Street Suite 330N
Sacramento, CA 95811
Phone: (916) 324-0756
fred.money@cdcr.ca.gov

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

Office of Public and Employee Communications:
1515 S Street, Suite 113S
Sacramento, California 95811
Office: (916) 445-4950
opec@cdcr.ca.gov

COUNTY Contacts:

Contract Monitors:
Coordinated Custody Management Unit
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7369
firecamp@riversidesheriff.org

Ronnie Nieto, Accounting Technician II
Riverside County Sheriff's Department
Coordinated Custody Management Unit
1627 S. Hargrave St., Bldg. D
Banning, CA 92220
Office: (951) 922-7392
rnieto2@riversidesheriff.org

In the event of death of a COUNTY Offender, Notify:
Email: firecamp@riversidesheriff.org

Exhibit B supersedes section 13 entitled "Compensation" of the General Terms and Conditions contained in Exhibit C.

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 \$81.00 for each COUNTY Offender while in fire suppression training.

Upon completion of the fire suppression training, the COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$10.00 for each COUNTY Offender housed in a CDCR Fire camp.

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

If the Department of Finance lowers the statewide Fire Camp per diem rate, CDCR shall amend the contract to reflect the lower rate.

Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement. The COUNTY and CDCR shall negotiate any change in the per diem rate prior to implementation.

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 REIMBURSEMENT CONTRACT
 Agreement Term: November 1, 2022 through June 30, 2025

RIVERSIDE COUNTY

HOUSING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
100	X	\$10	X	242	\$242,000.00	22/23
100	X	\$10	X	366	\$366,000.00	23/24 (Leap Year)
100	X	\$10	X	365	\$365,000.00	24/25
				Agreement total	(\$973,000.00)	

TRAINING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
100	X	\$81	X	38	\$307,800.00	22/23
100	X	\$81	X	38	\$307,800.00	23/24
100	X	\$81	X	38	\$307,800.00	24/25
				Agreement total	(\$923,400.00)	

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$10 per day, or any part thereof for each County Offender housed in a CDCR Fire Camp, and \$81 per day, or any part thereof, for each COUNTY Offender housed and trained at a CDCR Fire Training Center. 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 100 county offenders housed in a CDCR Fire Camp, shall not exceed (\$973,000.00).
3. The total amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation and medical guarding, for up to 100 county offenders trained in a CDCR Fire Training Center, cannot be determined due to the instability of the inmate population as a result of paroles, program failures, etc. However, if 100 inmates were trained each year at an average of 38 days, the total amount would not exceed (\$923,400.00).
4. The numbers of Offenders shown above are estimated. The total amount of training and camp costs may vary based on the number of COUNTY Offenders housed. The COUNTY is responsible to pay for each COUNTY Offender housed in camp or training.

The estimated amount of this Agreement is (\$1,896,400.00).

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 Information**

CDCR and Provider 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.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit 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 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.

4. **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.

5. **Taxes**

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

6. **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.

7. **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.

8. **Extension of Term**

When 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to

Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Travel

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

27. 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.

28. Mutual Hold Harmless

Contractor 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 and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, the County of Riverside, and its respective officers, directors, agents, principals and employees, from 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 as allowed by law.

With response to any action or claim subject to indemnification herein, the parties shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim of the other party; provided, however, that any such adjustment, settlement or compromise in no manner limits or circumscribes the parties' obligations to indemnify each other.

Each of the parties' obligations to defend, indemnify and hold harmless shall be subject to providing prompt notice to the other party within a reasonable period of time of the claim or the commencement of the related action, as the case may be. The party's obligation hereunder shall be satisfied when the party has provided the appropriate form of dismissal relieving the other party from any liability for the action or claim involved.

29. 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.

30. 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:

31. Blood borne Pathogens

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

32. 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).

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Fire Camp-Reimbursement

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, whichever 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:

County of Riverside
1627 South Hargrave Street, Bldg. D
Banning, CA 92220
Custody Management Unit Commander
Coordinated Custody Management Unit
Telephone: Office: (951) 922-7369

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

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. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

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.

CDCR Policy

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 against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender 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 punishments.
- 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. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

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.

Volunteer/Contractor Name (Printed)

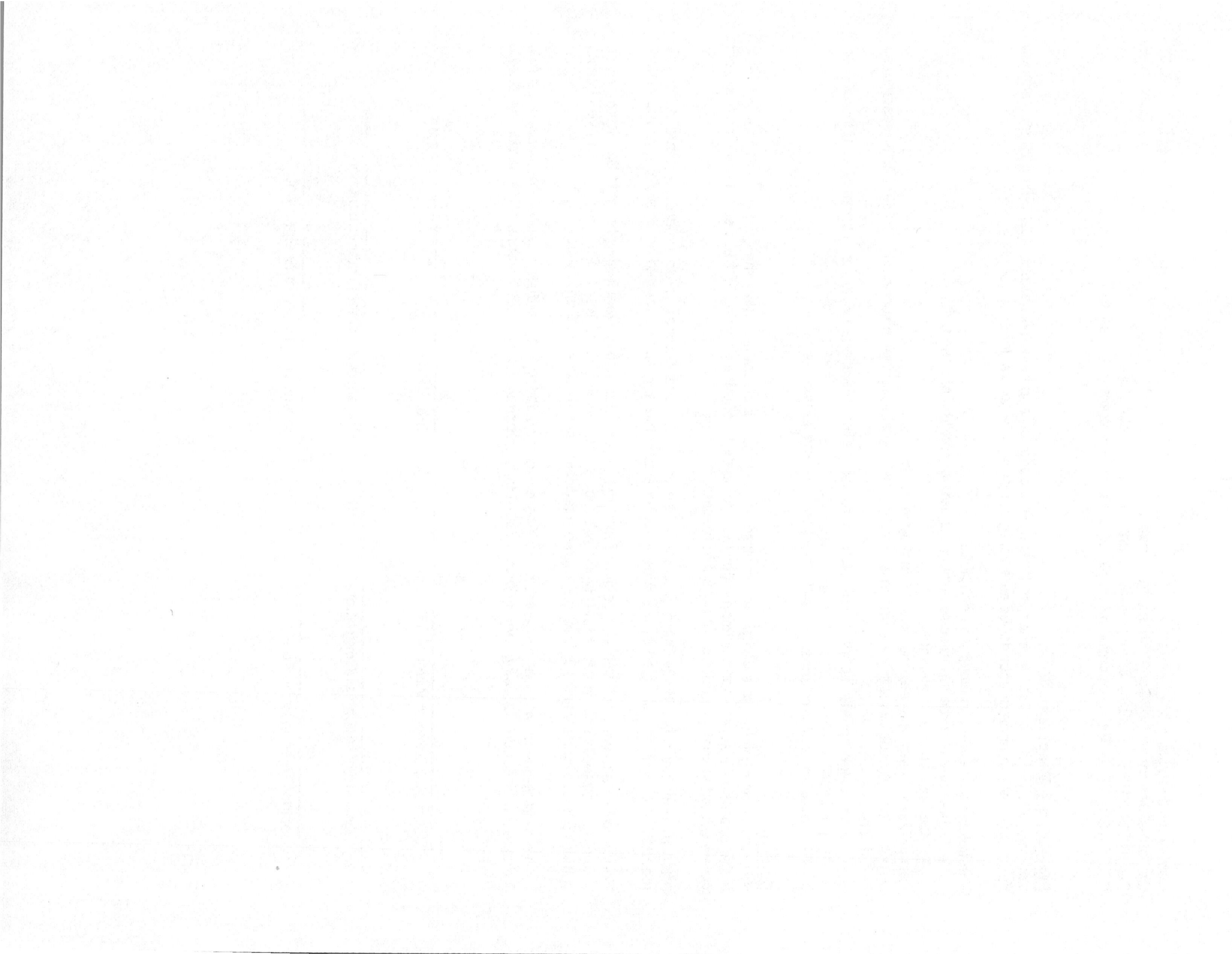
Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment



PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever 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?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date



**California Department of Corrections and Rehabilitation
 CONSERVATION (FIRE) CAMPS**

Northern Male Camps (14)- CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
Alder	Del Norte County	100 person
Antelope	Lassen	100 person
Ben Lomond	Santa Cruz	100 person
Deadwood	Siskiyou	80 person
Delta	Solano	120 person
Eel River	Humboldt t	120 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
Washington Ridge	Nevada	100 person

Southern Male Camps (14) - CAL FIRE

<u>Camp</u>	<u>County</u>	<u>Population</u>
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
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
Prado	San Bernardino	80 person
Vallecito	Calaveras	100 person

Los Angeles County (LAC) 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 (2)

<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

CAMP, MSF, MINIMUM CUSTODY REFERENCE GUIDE (Revised May 2021)

Specific knowledge of each program's criteria and Minimum Custody is required prior to using this reference guide

<i>Case Factors</i>	<i>Camp</i>	<i>MSF</i>	<i>Minimum B</i>	<i>Minimum A</i>
Level I (0-18) and Level II (19-35) (No MMPS) ^a	Yes	Yes	Yes	Yes
Violence (VIO) and "R" Suffix (SEX)	No	No	No	No
Escape (ESC) ^b	C-B-C	C-B-C	C-B-C	C-B-C
Arson (ARS) ^c	No	C-B-C	C-B-C	C-B-C
Pending Casework (VIO/SEX/ESC/ARS/HOL) ^d	No	No	No	No
Hold Warrant Detainer (Felony) (HOL)	No	No	No	No
Hold Warrant Detainer (ICE) (HOL) ^e	C-B-C	C-B-C	C-B-C	C-B-C
Life (LIF) ^f	No	No	No	C-B-C
Public Interest Case (PUB) ^g	C-B-C	C-B-C	C-B-C	C-B-C
Security Threat Group I (STG I) (Validated)	C-B-C	C-B-C	C-B-C	C-B-C
STG I Dropout	Yes	Yes	Yes	Yes
Security Threat Group II (STG II)	Yes	Yes	Yes	Yes
Sensitive Needs Yard (SNY)	Yes	Yes	Yes	Yes
Serious Misconduct that results in AD for Disciplinary (DIS)	No	No	No	No
No SHU Term in last (12 Months) (SHU) Refer to Min. Custody Memorandum dated March 9, 1999	12 months	12 months	12 months	12 months
Protective Housing Unit (6 Months) (PHU)	6 months	6 months	6 months	6 months
Medical (MED) ^h	C-B-C	C-B-C	C-B-C	Yes
Mental Health Services Delivery System (PSY) ⁱ	C-B-C	C-B-C	C-B-C	CCCMS
Disability Placement Program Impacting Placement (MED) ^j	C-B-C	Yes	Yes	Yes
Developmental Disability Program (PSY) ^k	C-B-C	C-B-C	C-B-C	Yes
Dental ^l	Yes	Yes	Yes	Yes
TIME TO SERVE (TIM)				
Inmate must have 8 years or less remaining to serve prior to Committee action or once WG M is assigned. Only the time remaining to serve of PC 2933 eligible cases may be reduced by enhanced credit earning of WG M. Only WG F enhances non-PC2933 credit earning.				
All ACTIVE and "FUTURE" cases meeting the criteria of PC 2933 (1/2 time) & and will earn 2-for-1 credit when Work Group "M" is assigned, and may have up to 8 years remaining to serve prior to committee.				
Up to 8 years (TIM) Warden's approval for Camp or MSF placement: 6 to 8 years remaining to serve	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No*	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No*	Yes	Yes	Yes
Less than 12 months remaining to serve at a Camp Hub	Yes*	Yes	Yes	Yes
*Inmates with Camp experience within the previous 12 months can be considered when they are within 90 days of release from the RC	Yes	N/A	N/A	N/A
"MIXED" ACTIVE and "FUTURE" cases i.e., some are PC 2933 (1/2 time eligible) & and may earn 2-for-1 when WG "M" is assigned. The other case(s) require 66.67% (2 nd strike) or 80% (VIO) of the term to be served and will not be reduced.				
Up to 8 years (TIM) Warden's approval required for Camp or MSF placement: Between 6 to 8 years of the anticipated date of release	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No*	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No*	Yes	Yes	Yes
Less than 12 months remaining to serve	No*	Yes	Yes	Yes
*Inmates with Camp experience within the previous 12 months and are within 90 days of release from an RC can be considered	Yes	N/A	N/A	N/A
ACTIVE and "FUTURE" cases which require 66.67% (2 nd strike) or 80% (VIO) of the term to be served, the inmate will not earn 2-for-1 credit when WG "M" is assigned and the ERPD is not reduced.				
Up to 8 years remaining to serve (Warden's approval required 6-8 Years for Camp or MSF placement)	Yes	Yes	Yes	Yes
30 days or more remaining to serve from the RC	No	Yes	Yes	Yes
90 days or more remaining to serve from the GP	No	Yes	Yes	Yes
Less than 6 months remaining to serve	No	Yes	Yes	Yes

The inmate must meet all other program criteria to be eligible

NA = Not Applicable.
(=) = Number of Months.

No = Cannot have exclusionary.
Yes = Must meet criteria, can have, or must have.

C-B-C = Case-by Case review required.

a An inmate must have a placement score between 0-35, an inmate with a Mandatory Minimum Placement Score (MMPS) of 19/II is ineligible.

^b Camp/MSF eligible if the walkaway is over 10 years.

^c Camp eligible if there is no conviction for arson of structure, forest, property, or arson with injuries. May be eligible for MSF if convicted of arson of structure, forest, property, or eligible if arrested, detained or convicted of possession of an explosive device. May be eligible for MSF if a Board of Parole Hearings (BPH) Good/Probable Cause Finding for arson of structure, forest, property, or possession of explosive device. (Refer to Memorandum titled, *Arson Criteria and Min. Custody Eligibility*, dated July 30, 2004.)

^d Inmate remains **eligible for consideration** of Camp/MSF/Minimum Custody, but is **ineligible for placement** in Camp/MSF or being granted Minimum Custody (and Work Group “M” were applicable) until pending casework for potentially exclusionary case factors is resolved. Case work follow up shall be completed and committee held within the 60 day time frame.

^e Camp, MSF and Minimum Custody eligible if the inmate was not previously deported, and has family ties in California, or has prior work history of 12 months in California (may be cumulative).

^f An inmate serving a life term with the possibility of parole shall be housed in a facility with a security level of II or higher unless the exceptional criteria specified within subsections CCR 3375.2(a)(8) or 3375.2(a)(10) through 3375.2(a)(10)(I) have been met.

^g An inmate designated as a public interest case (PUB Administrative Determinant) may be considered for placement on a case-by-case basis per ICC action.

^h Health Care staff determines an inmate’s medical eligibility for each program. Refer to the most current Medical Matrix for MSF/Camp eligibility.

ⁱ Inmates established at the CCCMS LOC for 6 months or more shall be considered for placement in MSF and may be referred and endorsed to an appropriate MSF consistent with the MH clearance process. UCC Denial of Minimum Custody for an inmate at the CCCMS LOC requires ICC review.

^j Health Care staff determines when an inmate meets eligibility placement for designated DPP and DDP program beds. DD1, DD2 and DD3 inmates are eligible for placement at a designated MSF or Camp facilities. The inmate must be cleared by IDST before endorsement and placement. Staff shall be aware those inmates endorsed to California Men’s Colony (CMC), Cuesta #24, and California Rehabilitation Center (CRC), Norco #0 will be housed within the institutions perimeter and identified with the CAMP administrative determinant.

^k Any inmate who is otherwise eligible for placement into a Camp who does not have either a DPC 1A or DPC 5 shall not be required to complete dental care prior to placement, nor shall be removed from participation in Camp for refusal of any aspect of dental treatment. Any inmate who is a participant in Camp who has a DPC 1B 1C, and 2 condition, and has refused dental care, shall be placed at a Camp in close proximity to an institution. *Note: DPC 1A or DPC 5 maybe endorsed to Camp pending treatment.*

For additional information on Application of “WG F” refer to memorandum titled, *Implementation and Appropriate Application of Work Group M and Applying Work Group F*, dated December 29, 2017. *Note: WG F is only granted upon successful completion of fire fighter training or Camp placement, only WG F enhances non-PC2933 credit earning.*

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). (Case-by-case review)
Serious Felonies	Current or prior PC 1192.7(c) and/or PC 1192.8 conviction(s) or comparable out-of-state conviction(s). (Case-by-case review)
Sex Offenses	Current or prior Arrest or conviction(s) requiring PC 290 registration or comparable out-of-state arrest or conviction(s).
Time To Serve	Less than six months 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.

County Fire Camp Offender Screening and Processing

COUNTY SCREENING

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

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 ARREST OR CONVICTION		
<input type="checkbox"/> LESS THAN SIX MONTHS 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	BADGE NUMBER
LOCATION	TELEPHONE NUMBER	DATE

SECTION 4: MEDICAL/MENTAL HEALTH/DENTAL SCREENING

MEDICAL SCREENING			
CONSULTATIVE SERVICES	FUNCTIONAL CAPACITY	MEDICAL RISK	NURSING CARE ACUITY
<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
* ASTHMA WITH ACT > 20 AND REQUIRING < 4 RESCUE CANISTERS; DIABETES A1c < 8.0; HYPERTENSION WITH BP < 161/101; SEIZURE DISORDER WITH NO BREAKTHROUGH SEIZURES			
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	
*REQUIRES SCREENING/EXAMINATION PERFORMED BY A DENTIST THAT INCLUDES ANY NECESSARY RADIOGRAPHS.			
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	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

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

Category	Medical, Mental Health, Dental 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>	

VOLUNTARY STATISTICAL DATA SHEET
Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification As defined in Public Contract Code Section 2051 (c)

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedref/1997standards.html>

- | | |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other | <input type="checkbox"/> White |

Gender Classification

- Female Male

Sexual Orientation Classification

As defined by Public Contract Code 10111(f)

- | | |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Lesbian | <input type="checkbox"/> Bisexual |
| <input type="checkbox"/> Gay | <input type="checkbox"/> Transgender |

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY

- Goods Services Construction

Total Contract Purchase: _____ Contract Award Date: _____

Submit Completed Form by Mail To: **California Department of Corrections and Rehabilitation**
Attention: SB/DVBE Advocate
9838 Old Placerville Rd, Suite B-2
Sacramento, CA 95827

Email To: SBDVBEAdvocate@CDCR.ca.gov

Fax To: (916) 255-6187

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Riverside, California	95-6000930

By (Authorized Signature)



Printed Name and Title of Person Signing

Kevin Jeffries, Chair Board of Supervisors

Date Executed

3/28/23

Executed in the County of

Riverside

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

MAR 28 2023

3.31

FOR THE APPROVED COUNTY COUNSEL
BY:  AMRIT P. DHILLON
DATE: 3/27/2023

ATTEST:
KIMBERLY A. RECTOR, Clerk
BY:  DEPUTY

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



CERTIFICATE OF INSURANCE OR SELF-INSURANCE

THIS IS TO CERTIFY THAT THE SELF-INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE.

COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.

Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2022 to 07/01/2023	\$1,000,000 Combined Single Limit Per Occurrence with No Aggregate Limit
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	07/01/2022 to 07/01/2023	\$2,000,000 Per Occurrence with No Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: County Detention inmates participating in the CDCR in the Fire Camp Program.

Certificate Holder	Cancellation
California Department of Corrections and Rehabilitation Attn: Kevin Arredondo 9838 Placerville Rd., Suite B-2 Sacramento, Ca 95827	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division

Lari Camarra

Date: August 17, 2022

cc: Claudia Preciado-Arroyo, Sheriff Dept



August 17, 2022

Re: ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

The County of Riverside is self-insured under the State of California Government Code Section 990.4.

The County meets all State requirements for self-insured and complies with all State of California rules and regulations for self-insured entities.

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented by the County of Riverside, or operations performed by or on behalf of the County of Riverside or such person or organization so designated.

Coverage provide under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage of the minimums limits required by contract.

ADDITIONAL COVERED PARTY: State, its officers, agents, and employees

AS RESPECTS: County Dentation inmates participating in the CDCR in the Fire Camp Program.

Best regards,

Lari Camarra
Risk Manager

LC/jc

