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

ITEM: 3.29
(ID # 23522)
MEETING DATE:
Tuesday, November 28, 2023

FROM : PROBATION:

SUBJECT: PROBATION: Approve the Standard Agreement No. C5611288 with the California Department of Corrections and Rehabilitation (CDCR) to reimburse the CDCR for Pine Grove Youth Conservation Camp (PGYCC) Services through June 30, 2025; Delegate Authority to the Chief Probation Officer to Execute Agreements with the CDCR for PGYCC Services through June 30, 2028; All Districts. [$28,734 - 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Standard Agreement No. C5611288 with the California Department of Corrections and Rehabilitation (CDCR) in the amount of $28,734, with a term upon approval by the State of California through June 30, 2025, to reimburse the CDCR to provide housing, care and training of Riverside County Probation's youthful offenders at the Pine Grove Youth Conservation Camp (PGYCC), and authorize the Chief Probation Officer to execute the agreement on behalf of the County;

Continued on Page 2

ACTION:

Christopher Wright
Christopher Wright, Chief Probation Officer 11/13/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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 and Perez and Gutierrez
Nays:	None
Absent:	None
Date:	November 28, 2023
xc:	Probation

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Delegate Authority to the Chief Probation Officer to enter into and execute agreements with the CDCR for PGYCC services through June 30, 2028, with individual terms substantially conforming in form and substance to the attached Standard Agreement as modified to reimburse the CDCR for additional youth served, with a term commencing upon approval by the State of California and terminating no later than June 30, 2028, for a total aggregate amount not to exceed $100,000 annually, based on the availability of fiscal funding and as approved as to form by County Counsel; and
3. Authorize the Chief Probation Officer, or designee, to administer agreements with the CDCR for PGYCC services on behalf of the County, and to sign future ministerial amendments that stay within the intent of the agreement, and all necessary documents, certifications, and reports related to the administration of said agreements, including the attached Certification Form, as approved as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$21,930	$6,804	$28,734	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: 100% State – Juvenile Justice Realignment Block Grant			**Budget Adjustment:** No	
			For Fiscal Year: 23/24-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:
Summary

On September 30, 2020, Governor Newsom signed Senate Bill (SB) 823 (Chapter 337, Statues of 2020), which began the closure of the state's Division of Juvenile Justice (DJJ), realigning those state functions to county governments. Under SB 823, DJJ intake closed for most youth on July 1, 2021, and counties then became fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

Because of SB 823, most juvenile offenders today are assigned to county facilities in their home counties as a means for them to be closer to their families and local social services that are vital to rehabilitation. However, juveniles with serious criminal backgrounds have the most intense treatment needs.

Programming at the Pine Grove Youth Conservation Camp (PGYCC) provides education and trauma-informed treatment to California's youthful offenders up to the age of 25. It is designed to reduce institutional violence and future criminal behavior by teaching anti-criminal attitudes and providing youth with personal skills to better manage their environments. PGYCC provides

academic and vocational education and treatment programs that address violent, criminogenic, and sex offender behavior.

Riverside County Probation (Probation) is planning to send three (3) youth to PGYCC to participate in the training provided by CAL FIRE in which youth are certified to engage in wildland firefighting operations. Crews typically work in state and county parks performing stream clearance, wild land fire prevention tasks, and restoration work. During the fire season, youth crews are involved in wildland fire suppression throughout the state of California. The major emphasis of the camp program is to provide youths with employable skills and to develop within them a strong emphasis on solid work habits.

With successful outcomes, Probation, in the foreseeable future, will send additional youth participants to PGYCC. With this intent, Probation requests the authority to sign future CDCR agreements for PGYCC services.

Impact on Residents and Businesses

This program provides proper training and programming with an Integrated Behavior Treatment Model that constitutes the framework for youth treatment. It is designed to reduce institutional violence and future criminal behavior by teaching anti-criminal attitudes and providing youth with personal skills to better manage their environments. Thus, reintegrating them successfully into their communities and reducing recidivism.

ATTACHMENTS:
Riverside County Probation-Pine Grove Youth - Agreement

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 11/15/2023

Aaron Gettis
Aaron Gettis, Deputy County Counsel 11/13/2023

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Contractor Certification Clause

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
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

FORM APPROVED COUNTY COUNSEL
BY: Lisa Sanchez 9/20/2023
LISA SANCHEZ DATE

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,

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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.

SCO ID: 5225-C5611288

WHEN DOCUMENT IS FULLY EXECUTED RETURN TO Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.

CLERK'S COPY

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C5611288	

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

Riverside County Probation

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

($28,734.00) -Twenty Eight Thousand Seven Hundred Thirty Four Dollars and No Cents - Reimbursement to CDCR

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	13
	Exhibit B	Budget Detail and Payment Provisions for Reimbursements	1
	Exhibit B-1	Rate Sheet	2
+ -	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)	12
+ -	Exhibit F	Prison Rape Elimination Policy-Volunteer/Contractor Informational Sheet	3
+ -	Attachment 1	County Youthful Offender Camp Screening	4
+ -	Attachment 2	County Youthful Offender Camp Criteria Exemption Request	1
+ -	Attachment 3	Mental Health & Medical Information from Outside Agencies	3
+ -	Attachment 4	Referral Document	1
+ -	Attachment 5	County Youth Delivery Receipt	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

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 9/20/2023

LISA SANCHEZ DATE

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C5611288	

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.)
Riverside County Probation

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
3960 Orange Street, Suite 600	Riverside	CA	92501

PRINTED NAME OF PERSON SIGNING	TITLE
Christopher H. Wright	Chief Probation Officer
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
9838 Old Placerville Road, Suite B-2	Sacramento	CA	95827

PRINTED NAME OF PERSON SIGNING	TITLE
SAMANTHA BRUTON	Section Chief, Institution Contracts Section
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

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PINE GROVE YOUTH CONSERVATION CAMP SERVICES

I. INTRODUCTION

This Agreement is entered into between the California Department of Corrections and Rehabilitation (hereinafter "CDCR") and Riverside County Probation (hereinafter "COUNTY") as authorized by Section 1760.45 of the Welfare and Institutions Code. The CDCR jointly operates Pine Grove Youth Conservation Camp (hereinafter "Fire Camp") which is deemed suitable by the COUNTY for the housing, care and training of COUNTY Youthful Offenders and has the lawful authority to enter into this Agreement and perform or have performed the required services as set forth herein.

The services shall be performed at:

Pine Grove Youth Conservation Camp
13630 Aqueduct-Volcano Road
Pine Grove, CA 95665

DEFINITIONS

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

CALFIRE – The California Department of Forestry and Fire Protection.

Day – Calendar day unless otherwise defined in this agreement.

Exemption – Written permission from the CDCR to participate in Fire Camp, for COUNTY Youthful Offenders who otherwise do not meet the criteria (see Section II B).

Fire Camp – A dormitory housing facility managed by CDCR located in the State of California. COUNTY Youthful Offenders housed at this facility primarily function as responders to emergency incidents and perform public work projects.

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

Youthful Offender – A person ordered to Fire Camp, based on a sustained petition in juvenile court, pursuant to applicable California laws for housing and services under this Agreement.

Youthful Offender File – Documents concerning a COUNTY Youthful Offender, including documents submitted by the COUNTY that will be maintained by the CDCR.

Operating Requirements –Federal, state, and local law and court orders, constitutional standards, and CDCR regulations and policies made applicable to the Fire Camp by this Agreement.

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

Serious Disciplinary – Discipline in response to an act or action of the COUNTY Youthful Offender that is an act of force or violence against another person; a breach of or presenting a threat to facility security; a serious disruption of 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 Youthful Offender to commit any such act coupled with a present ability to carry out the act if not prevented from doing so.

II. STANDARD CONDITIONS

A. Youthful Offender Housing

The CDCR shall house, supervise and provide training to male COUNTY Youthful Offenders, age 18 or above, who are transferred to the Fire Camp pursuant to the terms and conditions of this Agreement. The CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camp.

Provided, however, nothing herein shall prevent the CDCR from reallocating beds, in addition, increasing or decreasing the total number of contracted beds as necessary.

B. Selection and Placement Process

The COUNTY Youthful Offenders to be housed in the Fire Camp shall be those selected by the COUNTY and approved by the CDCR based on compliance with all applicable state statutes or such other applicable laws, regulations, and CDCR criteria.

CDCR will accept applications for Pine Grove Camp for COUNTY Youthful Offenders.

The criteria for camp placement is as follows:

Each COUNTY Youthful Offender must meet the following **standard** criteria prior to placement:

- The COUNTY Youthful Offender has a release date no less than six (6) months and no more than seventy-two (72) months from the date of approval.
- The COUNTY Youthful Offender is at least 18 years old.
- The COUNTY Youthful Offender is under juvenile court jurisdiction.
- The COUNTY Youthful Offender is free of any serious rule violations for the past sixty (60) days.
- The COUNTY Youthful Offender has provided a DNA sample.
- The COUNTY Youthful Offender possess a high school diploma or GED.

COUNTY Youthful Offenders who meet the **standard** criteria, but also have one or more of the following **behavioral issues** in their history, must receive an **exemption.**

- Runaway or AWOL history. (This includes the youth's entire history including walkaways from non-secure facilities, missing on probation, and failure to report to probation officer.)
- Possession of illegal fireworks.
- Mental health history. This exemption requires the youth to be free from psychotropic medications for four (4) months and have no self-injurious behavior within the past two (2) years.
- Release date does not meet the required time period.
- Serious rule violation within the last sixty (60) days.
- Previous camp removal.
- COUNTY Youthful Offender is designated as a "Public Interest" case.
- Sexual misconduct rule violation.
- Place of birth outside of the United States with no history of deportation along with family ties in California.

EXEMPTION REQUESTS

County to complete the County Youthful Offender Camp Criteria Exemption Request Form and shall submit documentation substantiating youth's progress in current program and appropriateness for camp placement. Documentation shall include protective case factors such as mitigating factors of offenses, youth's criminal history, education, family support, gang history and current in-custody behavior.

COUNTY Youthful Offenders who meet the **standard and behavioral criteria**, but committed one or more of the following **violent and serious** offenses, must also receive an **exemption.**

1. **A violent or serious offense as listed below:**
   a.
      - Murder, First Degree
      - Murder, Second Degree
      - Kidnapping with Death of Victim
      - Kidnapping with Substantial Injury
      - Torture
      - Attempt or conspiracy to commit any of the above

   b.
      - Voluntary Manslaughter
      - Kidnap for Ransom, Reward or Extortion
      - Kidnap for Robbery
      - Kidnap during Carjacking
      - Conspiracy to commit any of the above

Exemptions for COUNTY Youthful Offenders who committed an offense in the above Section One must be approved by the Camp Warden Hiring Authority or CDCR's Division of Adult Institutions (DAI) Associate Director.

2. **All violent and serious offenses pursuant to California Penal Code Section 667.5(c) and Penal Code Section 1192.7 (c).**

Exemptions for COUNTY Youthful Offenders who committed an offense in the above Section Two must be approved by the Pine Grove Camp Associate Warden or the Office of the DAI Associate Director.

Additional exemption criteria for COUNTY Youthful Offenders who committed a violent or serious offense listed above in Sections One or Two include:

120 days of program stability. Program stability includes being free from serious rule violations including assaults, group disturbances, contraband, threats to staff, threats to staff or peers, and repeated violations for not following instructions.

COUNTY Youthful Offenders who meet one or more of the following criteria are **NOT eligible and CANNOT apply for an exemption:**

- History of escape by **force or violence** from any county, private or state facility.
- History of sustained juvenile court petition or criminal court conviction of **arson**.
- History of possession or **manufacture of an explosive device.**
- History of an offense that is **sex-related**.
- **Active holds or pending court actions** that may result in additional confinement time or incarceration.
- **Medically unfit** for fire-fighting duties.

Prior to submitting a COUNTY Youthful Offender for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of the COUNTY Youthful Offender which includes medical, mental health and dental examinations to determine eligibility. The Mental Health & Medical Information from Outside Agencies must be submitted (Attachment 3).

Prior to the acceptance of any COUNTY Youthful Offender to Fire Camp, the COUNTY shall provide to the CDCR, without charge, two (2) copies of all classification data including judicial orders, medical, mental health and dental clearance records. The required documents include:

- Minute Order or Judicial Council Form (JV-732) (one copy certified). The following information must be included:
    - Offense(s)
    - Disposition/Release date
    - Medication and authority to dispense, if applicable
    - Victim Information

  - Restitution balance
  - Two photos

- Probation Report:
  - Summary of offense
  - Names and status of co-offenders
  - Performance on probation and violation(s), if applicable
  - Gang Information
  - Individual Rehabilitation Plan when required by Welfare and Institutions Code Section 875(d)(1)
- Mental Health and Medical Information from Outside Agencies, (Attachment 3)
- County Youthful Offender Camp Screening, (Attachment 1).
- County Youthful Offender Camp Criteria Exemption Request, if applicable (Attachment 2)
- Completed Referral Document, (Attachment 4)
- Confidential envelope with victim(s) name and address

All COUNTY Youthful Offender information shall be subject to statutory limitations on disclosure, including but not limited to California privacy laws, federal requirements of the Health Insurance Portability and Accountability Act (HIPAA) and all other federal privacy laws.

CDCR shall review the documents received for each COUNTY Youthful Offender and make a preliminary acceptance decision within three (3) business days.

COUNTY Youthful Offenders who are preliminarily accepted will be screened and interviewed by Fire Camp staff.

If approved by Fire Camp staff, the CDCR will make a Fire Camp approval decision.

If approved and accepted, a number will be assigned and the COUNTY will be notified.

If conditions exist which delay acceptance decisions, CDCR shall notify the COUNTY within three (3) business days. Reasons for delay could include:

- Incomplete documentation
- Medical or mental health conditions that warrant further review

APPEAL PROCESS

COUNTY Youthful Offenders who are not accepted to Pine Grove Camp may appeal only if additional information that was not initially provided is available. Appeals must be submitted within 30 days of the date of denial letter. Appeals will be reviewed and heard by the Division Director or designee or Camp Warden Hiring Authority

If a youth is not accepted into Pine Grove Camp, a new application may be submitted 60 days after the date of denial letter.

C. Transfer and Delivery of Youthful Offenders

The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of a COUNTY Youthful Offender to CDCR, Pine Grove Camp.

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

The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of a COUNTY Youthful Offender from Fire Camp. 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 Youthful Offender on the specified date and time, the COUNTY shall be charged the housing rate of $10.00 per day for the cost of housing that COUNTY Youthful Offender.

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

D. Youthful Offender Work/Program Assignment Payment
All COUNTY Youthful Offenders assigned to the Fire Camp shall earn wages equal to the amount paid to CDCR youth housed at the Fire Camp at the time of transfer.

E. Return of Youthful Offenders to COUNTY
Upon demand by the CDCR or COUNTY, COUNTY Youthful Offenders shall be delivered to the custody of the COUNTY pursuant to the terms as set forth in Section II, Subsection C, of this Agreement. The CDCR shall require the COUNTY representative to sign a Youth Delivery Receipt Form (Attachment 5) acknowledging delivery and transfer of custody of the COUNTY Youthful Offender to the COUNTY.

Youth placed at the Fire Camp shall be required to comply with the rules, regulations and policies of the CDCR.

In the event that it becomes necessary to remove a COUNTY Youthful Offender from the Fire Camp due to an increase in 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 Youthful Offender, Staff, and/or the Fire Camp, or the COUNTY Youthful Offender's refusal to participate in the Fire Camp program, the CDCR shall immediately remove the offender from the Fire Camp.

Following removal, the CDCR shall notify the COUNTY and coordinate the COUNTY Youthful Offender's return to the COUNTY in accordance with Section II, Subsection C, when practicable. In the event the COUNTY Youthful Offender requires housing outside of the Fire Camp due to disciplinary action, all associated costs shall be to the responsibility of the COUNTY.

No less than 30 days prior to a COUNTY Youthful Offender's release date, the COUNTY Youthful Offender shall be retrieved by the COUNTY in accordance with Section II, Subsection C. All pre-release processing is the responsibility of the COUNTY. When a COUNTY Youthful Offender returns to the COUNTY, the CDCR shall forward the COUNTY Youthful Offender's current available Trust balance, in the form of a check made payable to the offender but

addressed to the COUNTY, in the amount due to the COUNTY Youthful Offender within three (3) to six (6) weeks of the COUNTY Youthful Offender's transfer unless an alternate location is directed by the COUNTY.

When a COUNTY Youthful Offender is identified to return to the COUNTY, the CDCR shall ensure the COUNTY Youthful Offender's file is current with documentation to include but not limited to, program activities, progress reviews, and disciplinary history.

Records maintained at the Fire Camp shall be transported with the COUNTY Youthful Offender.

Files maintained at the CDCR Headquarters shall be mailed to the COUNTY within 14 days of the COUNTY Youthful Offender's departure from the Fire Camp.

III. OPERATION OF CAMP

A. General Duties

The COUNTY Youthful 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 Youthful Offender consistent with CDCR regulations and policies including disciplinary behavior, program participation, and other activities.

B. Medical/Mental Health/Dental

The COUNTY Youthful Offender shall be provided basic healthcare, including routine dental services. In the event a COUNTY Youthful Offender becomes ill or is injured and requires more than basic healthcare, the COUNTY Youthful Offender shall be returned to the COUNTY in accordance with Section II, Subsection C as soon as practicable.

In the event a COUNTY Youthful Offender is exposed to or contracts COVID-19, the COUNTY Youthful Offender shall be returned to the COUNTY in accordance with Section II, Subsection C.

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/CDCR is the property of the CDCR. A copy of applicable health records for health care delivered while the COUNTY Youthful Offender was housed at the Fire Camp shall be forwarded to the COUNTY when the COUNTY Youthful 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, provisions of the federal requirements imposed by HIPAA, and other federal privacy laws.

Medical costs beyond basic healthcare and dental care costs beyond routine, including but not limited to, medical costs and dental care costs, incurred prior to COUNTY Youthful 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 III, Subsection D.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the CDCR policy and consistent with CDCR Prison Rape Elimination Act protocols.

Medical and dental billings from outside vendors which are the responsibility of the COUNTY shall be submitted to the COUNTY or designee by the CDCR Headquarters within ninety (90) days of receipt.

C. Death of a COUNTY Youthful Offender

In the event of the death of a COUNTY Youthful Offender, the CDCR shall immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Youthful 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 Youthful 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 Youthful Offender Work and Training

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

The CDCR shall maintain daily records of the actual hours worked and participation in programs for each COUNTY Youthful Offender.

For injuries incurred while the COUNTY Youthful Offender is housed at a CDCR Facility, the COUNTY shall not be responsible for payment of any benefits for COUNTY Youthful Offender Workers' Compensation claims as required by California law, including, but not limited to California Labor Code Section 3370(a).

E. COUNTY Youthful Offender Programs

All COUNTY Youthful Offenders may participate in leisure time youthful offender programs at the camp. Leisure time programs may include: self-help programs, e.g. Alcohol Anonymous/Narcotics Anonymous, religious services, hobby craft, etc. as available.

F. 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.

G. Recreation, Packages and Canteen

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

The CDCR shall allow the COUNTY Youthful Offenders to receive packages consistent with CDCR regulations and policies. The CDCR reserves the right to exclude any package item deemed a security risk.

The COUNTY Youthful Offenders shall be provided with canteen services in accordance with CDCR regulations and policies.

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

I. Clothing
The CDCR shall be responsible for laundry, repair, and replacement of COUNTY Youthful Offender clothing during the COUNTY Youthful Offender's placement at the Fire Camp including ensuring clean clothes and bedding on a weekly basis. Upon admission, each Youthful Offender shall be issued clothing consistent with CDCR regulations and policies.

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

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

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

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

M. COUNTY Youthful Offender Property
The COUNTY Youthful Offenders shall be allowed to possess personal property consistent with CDCR regulations and policies. Exclusions or exemptions may be granted based on camp security requirements. The disposition of property shall be in accordance with CDCR's regulations and policies. The CDCR shall compensate the COUNTY Youthful 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 COUNTY for any and all claims, losses and liabilities, attributable to such lost or damaged property while in CDCR placement.

N. COUNTY Youthful Offender Appeals
A COUNTY Youthful 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 Youthful Offender grievances and appeals related to conditions of confinement and other CDCR decisions while the COUNTY Youthful Offender is in CDCR placement. The CDCR shall retain final authority on appeal issues related to CDCR decisions and actions.

O. Access to Courts

The CDCR shall ensure all COUNTY Youthful Offenders have court related access consistent with the CDCR regulations and policies. All COUNTY Youthful Offenders requesting access to a law library, beyond what is available at the Fire Camp, shall be transported back to the COUNTY in accordance with Section II, Subsection C.

Any court order to produce a COUNTY Youthful Offender that is presented to the COUNTY shall immediately be forwarded to the CDCR Headquarters 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 may transport in accordance with Section II, Subsection C.

P. Youthful Offender Records and Progress Reports

The CDCR shall maintain all COUNTY Youthful Offender files and ensure compliance consistent with CDCR regulations and policies. COUNTY Youthful Offender Camp records regarding the COUNTY Youthful 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 Youthful Offender files shall not be maintained inside housing units or easily accessible to the Youthful Offender population. Upon request, records, reports, and documents related to the COUNTY Youthful Offender, including work and treatment records, shall be made available to the COUNTY for review. When a COUNTY Youthful Offender is transferred from the Fire Camp, the records provided by the COUNTY and additional information compiled while the COUNTY Youthful Offender was at the Fire Camp shall be updated and transported with the COUNTY Youthful Offender to their new location. The additional information compiled consists of reports and other documentation relating to behavior of the COUNTY Youthful Offender while in the custody of CDCR.

All warrants, holds and detainers received by the COUNTY for a COUNTY Youthful Offender shall be forwarded to the CDCR within 24 hours. All warrants, holds and 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 Youthful Offender while housed in the Fire Camp and shall provide the CDCR with an initial COUNTY Youthful Offender release date and any changes to the COUNTY Youthful Offender release date. This information is required to facilitate the return of the COUNTY Youthful Offender to the COUNTY within 30 days of the COUNTY Youthful Offender's release.

CDCR will notify COUNTY of any events or disciplinary actions that may result in a release date adjustment.

The CDCR shall provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and California privacy laws.

Q. Transportation and Security

The CDCR shall provide security for the COUNTY Youthful Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere. 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 may transport in accordance with Section II, Subsection C.

R. Escapes

In the event of an escape by a COUNTY Youthful Offender(s) from the Fire Camp's custody, the CDCR shall initiate efforts to apprehend such COUNTY Youthful Offender(s), notify the COUNTY, 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 be in cooperation with the Sheriff of the county where the Fire Camp is located and CDCR Headquarters. Cooperation between CDCR and Sheriff of the county where the Fire Camp is located includes, but is not limited to: notification timeframes, incident command, mutual aid, intelligence sharing, etc.

After the initial 24 hours of escape pursuit, the CDCR Incident Commander and the Sheriff of the, county where the fire camp is located, shall evaluate the need for the continued presence of the CDCR. This decision shall be based on the intelligence received regarding the COUNTY Youthful offender's whereabouts and escape route.

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

S. Notification of Offender Incidents, Emergencies and Discipline

The CDCR shall process all COUNTY Youthful Offender related incidents and emergencies, consistent with CDCR regulations and policies. Such incidents are to be reported to the COUNTY as soon as reasonably practicable after the incident occurs.

All COUNTY Youthful Offenders are subject to CDCR rules, regulations and policies regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while the COUNTY Youthful Offender is in CDCR placement. The COUNTY is responsible for any release date adjustments that may result from the adjudication of a disciplinary matter while COUNTY Youthful Offenders are in CDCR placement. All serious disciplinary issues involving a COUNTY Youthful Offender shall be screened for possible prosecution in accordance with the policies of the COUNTY where the COUNTY Youthful Offender is housed.

T. Earned Time/Good Time

The COUNTY is responsible for release date adjustments for which a COUNTY Youthful Offender may be eligible while the COUNTY Youthful Offender is in Fire Camp.

U. Initial Intake and Annual Program Review

The COUNTY Youthful Offender shall have an initial intake and annual program review to be conducted by Fire Camp staff to confirm initial and continued Fire Camp placement is appropriate.

V. COUNTY Youthful Offender Account Deductions (Restitution) Collection and Accounting

Upon notification of a court order for restitution by a COUNTY Youthful Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Youthful

Offender's trust account. All collected funds shall be remitted in accordance with CDCR regulations and policies.

W. Termination
This Agreement may be cancelled upon a 30 day written notice by either party (see attached Exhibit D).

X. 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 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.

Y. Invoicing and Payment

a.

1. The COUNTY shall pay directly to CDCR per Youthful Offender a per day rate of $81.00 for each COUNTY Youthful Offender while in the required fire-fighting training up to 14 days.

2. Upon completion of the fire-fighting training, the COUNTY shall pay directly to CDCR a per Youthful Offender per day rate of $10.00 for each COUNTY Youthful Offender housed at the CDCR Fire Camp.

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

   CDCR will submit detailed invoices, based on the rates specified in Exhibit B-1, Rate Sheet, for payment of compensation payable by the COUNTY to CDCR, 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.

b. Payments will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting Office below:

California Department of Corrections and Rehabilitation
ASB – Rancho Cucamonga
Attention: Cashier
PO Box 6000
Rancho Cucamonga, CA 91729-6000

Z. Contacts

Project Representatives during the terms of the Agreement will be:

State Agency: California Department of Corrections and Rehabilitation	County: County of Riverside Probation Department
Name: Jannamie Coburn, AW(A), Contract Beds Unit	Name: Monica Rose Division Director – Pathways to Success
Phone: (916) 445-5453	Phone: 951-955-9438
Email: jannamie.coburn@cdcr.ca.gov	Email: mrose@rivco.org

1. **Invoicing and Payment (reimbursement contracts)**

   a. The CDCR will submit an Invoice to the Contractor, by the 10th day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.

   b. Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

      California Department of Corrections and Rehabilitation (CDCR)
      ASB – Rancho Cucamonga
      Attention: Accounts Receivable
      PO Box 6000
      Rancho Cucamonga, CA 91729-6000

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

HOUSING COSTS						
Offenders (estimated)		**Per Day Housing Rate**		**# of Housing Days (estimated)**	**Total (estimated)**	**Fiscal Year**
03	X	$10	X	366	$10,980.	23/24 *(Leap Year)*
03	X	$10	X	365	$10,950.	24/25
	X					
				Agreement Total (estimated)	$21,930.	

TRAINING COSTS						
Offenders (estimated)		**Per Day Training Rate**		**# of Training Days (up to 14 days)**	**Total**	**Fiscal Year**
03	X	$81	X	14	$3,402.	23/24 *(Leap Year)*
03	X	$81	X	14	$3,402.	24/25
				Agreement Total (estimated)	$6,804.	

TOTAL AMOUNT OF AGREEMENT (estimated)	**$28,734.00**

*Estimated number of youth offender(s). Actual number may vary.

Agreement Term: Upon Approval through June 30, 2025. This contract may be extended upon agreement between CDCR and the COUNTY.

HOUSING COSTS

COUNTY agrees to reimburse directly to CDCR the per diem rate of $10.00 per day, or any part thereof for each COUNTY Youthful Offender housed in a CDCR Fire Camp, and $81.00 per day, or any part thereof, for each COUNTY Youthful Offender while in the required fire-fighting training up to 14 days at a CDCR Fire Camp. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation, and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable state statutes.

2. The total estimated amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation, and medical guarding, for up to 3 County Youthful Offenders housed in Fire Camp is $28,734.^{00}.

3. The numbers of days shown above are estimated. The total amount of camp costs may vary based on the number of County Youthful Offenders housed. The COUNTY is responsible to pay for each County Youthful Offender housed in camp.

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 Riverside, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper. The parties agree this provision is not a waiver of the right to bring suit in federal court.

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 <u>or</u> 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. Notification of Personnel Changes

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

21. Security Clearance/Fingerprinting

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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. Contractor shall provide proof of self-insurance.

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. <u>Security Regulations</u>

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. <u>Gate Clearance</u>

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)

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

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:

Christopher H. Wright, Chief Probation Officer
Riverside County Probation
3960 Orange Street, Suite 600
Riverside, CA 92501

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

PRISON RAPE ELIMINATION POLICY
Volunteer/Contractor Informational Sheet (Part A)

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. All employees, volunteers, and contractors have a responsibility to protect the youth in their custody as it relates to PREA Federal Juvenile Standard § 115.361: *Staff and agency reporting duties.* As a volunteer or contractor who has contact with CDCR youth, it is your responsibility to act within the parameters of your current assignment, to reduce incidents of sexual abuse, sexual misconduct, and sexual harassment and to report information appropriately when you observe or suspect such an incident or when an incident is reported to you.

Historical Information

Both Congress and the California 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 National Standards of 2012, Title 28 CFR section 115 et seq., to help prevent, detect and respond to sexual abuse, sexual misconduct and sexual harassment of incarcerated persons. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to incidents by youth and staff.

Policy

PREA addresses five types of sexual offenses toward youth. Sexual abuse committed by youth includes three categories of offenses: abusive sexual contact, nonconsensual sexual acts, and sexual harassment. The two remaining types of sexual offenses covered by PREA are staff sexual misconduct and staff sexual harassment.

CDCR's policy provides for the following:

- CDCR is committed to providing a safe, humane, secure environment, free from youth-on-youth sexual abuse, staff sexual misconduct and sexual harassment.
- CDCR maintains zero tolerance for sexual abuse, sexual misconduct, and sexual harassment in its facilities, camp, and for all youth under its jurisdiction.
- All forms of sexual abuse, sexual misconduct, and sexual harassment are strictly prohibited.
- This policy applies to all youth and persons employed by CDCR, as well as volunteers and contractors assigned to a facility or camp.

Retaliatory measures against employees, volunteers, contractors or youth who cooperate with investigations or report incidents of sexual abuse, sexual misconduct, or sexual harassment shall not be tolerated and shall result in disciplinary action, criminal prosecution, or both. Retaliatory measures include, but are not limited to:

- Coercion;
- Threats of punishment;
- Any other activities intended to discourage or prevent staff or youth from reporting an incident.

Professional Behavior

Volunteers and contractors are expected to act in a professional manner while on the grounds of a CDCR facility or camp and while interacting with other staff and youth. Key elements of professional behavior include:

- Treating everyone, staff and youth alike, with respect;
- Speaking without judging, blaming, or being demeaning;
- Listening to others objectively 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.

Preventive Measures

You can help reduce sexual abuse, sexual misconduct, and sexual harassment by taking actions during the performance of your job duties.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of youth;
- Be professional at all times;
- Make it clear that any sexual activity is not acceptable;
- Treat any suggestion or allegation of sexual abuse, sexual misconduct, and sexual harassment as serious.

Detection

All staff members, volunteers and contractors, are responsible for:

- Reporting immediately and confidentially to the appropriate supervisor any information that indicates a youth is being, or has been, the victim of sexual abuse, sexual misconduct, or sexual harassment, subject to applicable laws regarding privilege and mandatory reporting;
- Reporting retaliation against youth or staff who reported abuse, or staff neglect that may have contributed to an incident or retaliation; and
- Taking necessary action (e.g., give direction or press your alarm) to prevent further harm to the victim and ensure the victim is separated from the alleged perpetrator.

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. Staff must comply with any applicable mandatory child abuse reporting.

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

Volunteer/Contractor Name (Printed)	Date Signed
Signature of Volunteer/Contractor	Assigned Facility(s)
Contact Telephone Number	Organization

Distribution:
For Volunteers: 1) Original to Community Resource Manager; and 2) Copy to Volunteer
For Contract Employees: 1) Original to Supervisor; 2) Copy to Contract Employee and 3) Copy to CDCR Contracts

PRISON RAPE ELIMINATION POLICY

Volunteer/Contractor Informational Sheet (Part B)

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

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, or 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 facility name 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 facility name in the space below.
4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of a youth/inmate in a prison, jail, lock up, community confinement facility or other institution?
   ☐Yes ☐No If yes, provide the date of the incident and the facility name in the space below.
5) Have you ever resigned from a position pending an investigation of an allegation of sexual abuse?
   ☐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 and county where it occurred:

Date:_____

Facility/County Name:_____

Details: _____

_____

As a contract employee, you have a continuing duty to promptly notify your employer and the Superintendent or Warden of the Facility 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 CDCR will be discontinued and my contract employer will be notified.

Printed Name:	
Signature	Date

Distribution:
For Contract Employees: 1) Original to Supervisor; 2) Copy to Contract Employee and 3) Copy to CDCR Contracts

COUNTY YOUTHFUL OFFENDER CAMP SCREENING

Youthful Offender Name_____ **Date of Birth**_____ **County**_____
(Last, First, Middle)

Referral Offense(s) _____

Release Date_____

SECTION A: Standard Camp Criteria:

☐ The COUNTY Youthful Offender has a release date no less than six (6) months and no more than seventy-two (72) months from the date of approval.

☐ The COUNTY Youthful Offender is at least 18.

☐ The COUNTY Youthful Offender is under juvenile court jurisdiction.

☐ The COUNTY Youthful Offender is free of any serious rule violations for the past sixty (60) days.

☐ The COUNTY Youthful Offender has provided a DNA sample.

☐ The COUNTY Youthful Offender possess a high school diploma or GED.

SECTION B: Camp Exclusionary Criteria from which Exemption is Requested:

If youth meets any of the below criteria, a County Youthful Offender Camp Criteria Exemption Request (Pine Grove Attachment #2)) must be completed and attached.

☐ Serious or Violent Offense (Requires approval from Camp Warden Hiring Authority, Pine Grove Camp Associate Warden or DJJ Deputy Director or designee)

☐ Runaway/AWOL

☐ Mental Health history

☐ Possession of illegal fireworks

☐ Sexual misconduct rule violation

☐ Release Date < 6 mos., >72 months

☐ Serious Rule Violation in the last 60 days

☐ Birthplace outside of the U. S.

☐ Previous camp removal

☐ Public interest case

NOTE: Youth with the following history are permanently excluded from camp placement:

1. Escape by force or violence from any count, private or state facility.
2. Sustained petition or conviction of arson.
3. History of possession or manufacturing of explosive device.
4. History of an offense that is sex-related.
5. Medically unfit for fire fighting duties.
6. Active hold or court action that may result in additional confinement.

COMPLETED BY:

_____ _____ _____
County Representative Signature Date

_____ _____
Telephone Number Email

SECTION C: Medical Screening:

1. Does the youth have any restrictions on physical activity? □ no □ yes ***If yes, list restrictions:***

_____
_____
_____
_____

2. Does the youth have any chronic conditions? □ no □ yes ***If yes, list conditions:***

_____
_____
_____
_____

3. List of all prescribed medications.

_____
_____
_____
_____

4. Is there a history of asthma? □ no □ yes
5. Is there a history of seizure disorder? □ no □ yes
6. What is the youth's visual acuity (with corrective lenses if applicable)

_____

If the answer to any of the above questions is "Yes", youth may not qualify for Fire Camp.

COMPLETED BY:

County Medical Representative	Signature	Date
Telephone Number	Email	

SECTION D: Mental Health Screening:

□ Youth is not presently prescribed any psychotropic medication (e.g., antipsychotics, antidepressants, or mood stabilizers)

□ Youth has not engaged in self-injurious behavior within the past two (2) years, nor required suicide watch or hospitalization for a mental health issue.

□ If previously on psychotropic medication, youth has been screened by a mental health clinician who has determined that this individual, who has a history of mental health treatment, has been emotionally stable without psychotropic medication(s) for a period of at least four months.

□ Youth has been screened by a mental health clinician who has determined that this individual does not require ongoing mental health treatment.

□ Youth does not have an intellectual developmental disorder or a pervasive developmental disability (such as Autism Spectrum Disorder), an acute mental health condition (such as depressive episodes), or a chronic serious mental health disorder (such as schizophrenia) that limits their ability to comprehend or follow instructions or otherwise impairs their ability to engage appropriately in social and communication and interaction.

If youth does not meet all the above criteria, youth is NOT eligible for camp.

COMPLETED BY:

County Mental Health Clinician	Signature	Date
Telephone Number	Email	

SECTION E: Fire Camp Placement Referral:

□ Meets criteria for Fire Camp (attached) □ Ineligible for Fire Camp* □ Exemption Requested

County Administrator	Signature	Date
Telephone Number	Email	

Once all sections are completed and signed by appropriate staff, forward packet to CDCR. *If ineligible for Fire Camp and an exemption is not being requested, do not forward packet to CDCR.

SECTION F: CDCR Screening Staff

□ Meets legal requirements and Fire Camp criteria □ Ineligible for Fire Camp □ Exemption Requested (see attached)

Comments_____

_____

_____

_____

Name _____ Signature _____ Date _____

SECTION G: Fire Camp Administrator:

Interview Completed on _____

□ Meets Fire Camp criteria □ Ineligible for Fire Camp □ Exemption Approved (see attached) □ Exemption Denied (see attached)

Comments_____

_____

_____

_____

Name _____ Signature _____ Date _____

SECTION H: Office of the Deputy Director or Warden

□ Meets Fire Camp criteria □ Ineligible for Fire Camp □ Exemption Approved (see attached) □ Exemption Denied (see attached)

Comments_____

_____

_____

_____

Name _____ Signature _____ Date _____

Return completed form to CDCR.

COUNTY YOUTHFUL OFFENDER CAMP CRITERIA EXEMPTION REQUEST

Instructions: *Attach a copy of documents substantiating youth's progress in program and appropriateness for camp placement.*

We are requesting authorization to place the following county youthful offender in the Fire Camp program:

Name: _____ **Date of Birth** ____

County: _____ **Referral Offense(s):** ____

Camp exclusionary criteria from which exemption is requested:

☐ Serious or Violent Offense ((Requires approval from Camp Warden Hiring Authority, Pine Grove Camp Associate Warden or DJJ Deputy Director or designee)

☐ Runaway/AWOL

☐ Mental Health history

☐ Possession of illegal fireworks

☐ Sexual misconduct rule violation

☐ Release Date < 6 mos. > 72 mos

☐ Serious Rule Violation in the last 60 days

☐ Birthplace outside of the U. S.

☐ Previous camp removal

☐ Public interest case

NOTE: Youth with the following history are permanently excluded from camp placement:

1. Escape by force or violence from any county, private or state facility.
2. Sustained petition or conviction of arson.
3. History of possession or manufacturing of explosive device.
4. History of an offense that is sex-related.
5. Medically unfit for fire fighting duties.
6. Active hold or court action that may result in additional confinement.

Submitted By:

Print Name / Title **Signature** **Date**

Fire Camp Administrator(or Designee) or Associate Warden

☐ Approved ☐ Denied

Print Name **Signature** **Date**

Office of the Deputy Director(Designee) or Warden

☐ Approved ☐ Denied

Comments: _____

Print Name **Signature** **Date**

Mental Health & Medical Information from Outside Agencies

Instructions: This form may only be completed by a Licensed Mental Health Clinician or a licensed health care provider (RN, MD). Prior to acceptance, a "Yes" answer on this form shall be referred to the designated mental health clinician and/or health care provider for review.

Name:_____ DOB: _____

1. Within the past two years, has a formal, written mental health evaluation been completed? If yes, attach evaluation. ☐ Yes ☐ No

2. Most recent diagnosis (Include the most recently published edition of the DSM V name of the disorder in order of impact on the youth's functioning).

   Primary diagnosis: _____

   Secondary diagnoses: _____

3. Does the youth have any medical/physical problems? If yes, describe below and provide physician's contact information. ☐ Yes ☐ No

   Physician's Name:_____ Physician's Contact Number: _____

4. Has the youth required any of the following:

   a. Voluntary or involuntary treatment in a mental health setting? (Psychiatric hospital, residential mental health placement). **Past Six Months?** ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No
   If yes, provide dates and attach discharge summaries. _____

   b. Services of the regional center for a developmental disorder? **Past Six Months?** ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No
   If yes, describe type/date/reason. _____

   c. Use of soft restraints for psychiatric reasons/emergency medications in last 12 months? **Ever?** ☐ Yes ☐ No
   If yes, describe type/date/reason. _____

   d. Treatment for serious, active danger to self/others due to mental illness? **Past Six Months?** **Ever?**

Mental Health & Medical Information from Outside Agencies

Name:_____ DOB:_____ County:_____

☐ Yes ☐ No ☐ Yes ☐ No

If yes, list all incidents by date/type. Attach additional sheet if necessary. _____

e. Evaluation and treatment for serious impairment of functioning in most domains (i.e. thinking abilities, emotional control, judgment, relationships with others, grooming, and ability to make good use of food, clothing, and shelter in current placement).

Past Six Months? ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No

If yes, describe. _____

f. Treatment of a mental illness using psychotropic medications?

Past Six Months? ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No

If yes, describe. _____

5. Is the youth currently taking medication for a medical or mental health diagnosis? ☐ Yes ☐ No
If currently on medication and a court order was obtained, please attach a copy of JV220 and JV223.

6. If taking medication, please describe current medication regimen (medication, dose, frequency). _____

7. Has the youth been non-compliant with medication for a medical or mental health diagnosis?

Past Six Months? ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No

If yes, describe. _____

8. Response to current pharmacologic treatment. _____

Mental Health & Medical Information from Outside Agencies

Name:_____ DOB:_____ County:_____

9. Diagnoses associated with use of medications. _____

10. Classes of medications and length of time prescribed in the past. _____

Print Name/Title of Licensed Mental Health Provider	Print Name/Title of Health Care Provider
Signature of Licensed Mental Health Provider	Signature of Health Care Provider
Representing	Representing
Contact Phone Number	Contact Phone Number
Date	Date

NAME (LAST- FIRST- MIDDLE)	DOB (mm/dd/yyyy)	ETHNICITY	Social Security Number
OTHER NAME(S) - (ALIASES)	MONIKERS	GENDER ☐ MALE ☐ FEMALE	CII NUMBER
			DMV NUMBER
LAST ADDRESS (NUMBER - STREET - CITY - ZIP)	BIRTHPLACE (CITY/STATE)	US CITIZEN ☐ YES ☐ NO	MARITAL STATUS

IS FEMAILE PREGNANT? ☐ YES ☐ NO	MONTHS	MEDICAL - COMMUNICABLE - CHRONIC DISEASE - SUICIDAL - DISABILITY

COURT	COUNTY	COURT NUMBER	COMMITMENT DATE

SCHOOL LAST ATTENDED	ADDRESS OF SCHOOL	DATE ATTENDED	GRADE	IEP CODE

FOR FURTHER INFORMATION FROM COUNTY, CONTACT (NAME):	TELEPHONE

FAMILY RELATIONSHIPS (Include significant relationships - siblings - children - legal guardians)

RELATIONSHIP	NAME (LAST- FIRST- MIDDLE)	ADDRESS (NUMBER - STREET - CITY - STATE - ZIP)	TELEPHONE NUMBER
FATHER			
MOTHER			
MOTHER'S MAIDEN			
SIBLINGS, CHILDREN, LEGAL GUARDIANS			

CO-OFFENDERS (MOST RECENT OFFENSE)

NAME (LAST- FIRST- MIDDLE)	AGE	DISPOSITION

COUNTY Youth Delivery Receipt

DATE _

TIME OF RECEIPT _

INSTITUTION _

Youth listed below were received on this date from:

NAME _____

COUNTY _____

YOUTH'S NAME	CDCR #	CODE & SECTION (e.g., WIC 601)

_____
RECEIVING OFFICER

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

December 29, 2023

Christopher H. Wright, Chief Probation Officer
Riverside County Probation
PO Box 833
Riverside, CA 92502

Dear Christopher H. Wright:

AGREEMENT NUMBER: C5611288
SERVICE: PINE GROVE YOUTH CONSERVATION CAMP SERVICES

Enclosed for your files is fully executed Agreement C5611288 regarding the services described above, with the California Department of Corrections and Rehabilitation for the period of December 26, 2023 through June 30, 2025. A copy of this Agreement has been forwarded to the Headquarters Accounting Office and the Division of Adult Institutions.

Please refer to Exhibit B, Budget Detail and Payment Provisions for Reimbursements regarding the invoicing and payment process.
.

Fiscal Year	Work Completed During	Purchase Order Number
2023/24	12/26/2023 to 06/30/2024	
2024/25	07/01/2024 to 06/30/2025	4400031641

If you have any questions or need assistance, please contact me at marie.moyer@cdcr.ca.gov.

Sincerely,

Marie Moyer

Associate Contract Analyst
Service Contracts Section
Contracts Management Branch

DocuSign Envelope ID: 4DD6F594-0358-4C6A-90DB-3A7AFAE8796C

SCO ID: 5225-C5611288

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C5611288	

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
Riverside County Probation

2. The term of this Agreement is:

START DATE
Upon Approval

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
($28,734.00) -Twenty Eight Thousand Seven Hundred Thirty Four Dollars and No Cents - Reimbursement to CDCR

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	13
	Exhibit B	Budget Detail and Payment Provisions for Reimbursements	1
	Exhibit B-1	Rate Sheet	2
+ -	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)	12
+ -	Exhibit F	Prison Rape Elimination Policy-Volunteer/Contractor Informational Sheet	3
+ -	Attachment 1	County Youthful Offender Camp Screening	4
+ -	Attachment 2	County Youthful Offender Camp Criteria Exemption Request	1
+ -	Attachment 3	Mental Health & Medical Information from Outside Agencies	3
+ -	Attachment 4	Referral Document	1
+ -	Attachment 5	County Youth Delivery Receipt	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

FORM APPROVED COUNTY COUNSEL
BY: Lisa Sanchez 9/20/2023
LISA SANCHEZ DATE

DocuSign Envelope ID: 4DD6F594-0358-4C6A-90DB-3A7AFAE8796C

SCO ID: 5225-C5611288

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C5611288	

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.) Riverside County Probation			
CONTRACTOR BUSINESS ADDRESS 3960 Orange Street, Suite 600	CITY Riverside	STATE CA	ZIP 92501
PRINTED NAME OF PERSON SIGNING Christopher H. Wright	TITLE Chief Probation Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED 12-13-23		

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 SAMANTHA BRUTON	TITLE Section Chief, Institution Contracts Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by: Samantha Bruton 4E8CEEA164A64BF...	DATE SIGNED 12/26/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) I hereby certify all conditions for exemption have been complied with and this contract is exempt from Department of General Services Approval. Exempt from DGS Exemption Letter #CDCR 5.1.		

By: DocuSigned by: Samantha Bruton 4E8CEEA164A64BF...

Date: 12/26/2023

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

I. INTRODUCTION

This Agreement is entered into between the California Department of Corrections and Rehabilitation (hereinafter "CDCR") and Riverside County Probation (hereinafter "COUNTY") as authorized by Section 1760.45 of the Welfare and Institutions Code. The CDCR jointly operates Pine Grove Youth Conservation Camp (hereinafter "Fire Camp") which is deemed suitable by the COUNTY for the housing, care and training of COUNTY Youthful Offenders and has the lawful authority to enter into this Agreement and perform or have performed the required services as set forth herein.

The services shall be performed at:

Pine Grove Youth Conservation Camp
13630 Aqueduct-Volcano Road
Pine Grove, CA 95665

DEFINITIONS

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

CALFIRE – The California Department of Forestry and Fire Protection.

Day – Calendar day unless otherwise defined in this agreement.

Exemption – Written permission from the CDCR to participate in Fire Camp, for COUNTY Youthful Offenders who otherwise do not meet the criteria (see Section II B).

Fire Camp – A dormitory housing facility managed by CDCR located in the State of California. COUNTY Youthful Offenders housed at this facility primarily function as responders to emergency incidents and perform public work projects.

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

Youthful Offender – A person ordered to Fire Camp, based on a sustained petition in juvenile court, pursuant to applicable California laws for housing and services under this Agreement.

Youthful Offender File – Documents concerning a COUNTY Youthful Offender, including documents submitted by the COUNTY that will be maintained by the CDCR.

Operating Requirements –Federal, state, and local law and court orders, constitutional standards, and CDCR regulations and policies made applicable to the Fire Camp by this Agreement.

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

Serious Disciplinary – Discipline in response to an act or action of the COUNTY Youthful Offender that is an act of force or violence against another person; a breach of or presenting a threat to facility security; a serious disruption of 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 Youthful Offender to commit any such act coupled with a present ability to carry out the act if not prevented from doing so.

II. STANDARD CONDITIONS

A. Youthful Offender Housing

The CDCR shall house, supervise and provide training to male COUNTY Youthful Offenders, age 18 or above, who are transferred to the Fire Camp pursuant to the terms and conditions of this Agreement. The CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camp.

Provided, however, nothing herein shall prevent the CDCR from reallocating beds, in addition, increasing or decreasing the total number of contracted beds as necessary.

B. Selection and Placement Process

The COUNTY Youthful Offenders to be housed in the Fire Camp shall be those selected by the COUNTY and approved by the CDCR based on compliance with all applicable state statutes or such other applicable laws, regulations, and CDCR criteria.

CDCR will accept applications for Pine Grove Camp for COUNTY Youthful Offenders.

The criteria for camp placement is as follows:

Each COUNTY Youthful Offender must meet the following **standard** criteria prior to placement:

- The COUNTY Youthful Offender has a release date no less than six (6) months and no more than seventy-two (72) months from the date of approval.
- The COUNTY Youthful Offender is at least 18 years old.
- The COUNTY Youthful Offender is under juvenile court jurisdiction.
- The COUNTY Youthful Offender is free of any serious rule violations for the past sixty (60) days.
- The COUNTY Youthful Offender has provided a DNA sample.
- The COUNTY Youthful Offender possess a high school diploma or GED.

COUNTY Youthful Offenders who meet the **standard** criteria, but also have one or more of the following **behavioral issues** in their history, must receive an **exemption.**

- Runaway or AWOL history. (This includes the youth's entire history including walkaways from non-secure facilities, missing on probation, and failure to report to probation officer.)
- Possession of illegal fireworks.
- Mental health history. This exemption requires the youth to be free from psychotropic medications for four (4) months and have no self-injurious behavior within the past two (2) years.
- Release date does not meet the required time period.
- Serious rule violation within the last sixty (60) days.
- Previous camp removal.
- COUNTY Youthful Offender is designated as a "Public Interest" case.
- Sexual misconduct rule violation.
- Place of birth outside of the United States with no history of deportation along with family ties in California.

EXEMPTION REQUESTS

County to complete the County Youthful Offender Camp Criteria Exemption Request Form and shall submit documentation substantiating youth's progress in current program and appropriateness for camp placement**.** Documentation shall include protective case factors such as mitigating factors of offenses, youth's criminal history, education, family support, gang history and current in-custody behavior.

COUNTY Youthful Offenders who meet the **standard and behavioral criteria**, but committed one or more of the following **violent and serious** offenses, must also receive an **exemption.**

1. **A violent or serious offense as listed below:**
   a.
      - Murder, First Degree
      - Murder, Second Degree
      - Kidnapping with Death of Victim
      - Kidnapping with Substantial Injury
      - Torture
      - Attempt or conspiracy to commit any of the above

   b.
      - Voluntary Manslaughter
      - Kidnap for Ransom, Reward or Extortion
      - Kidnap for Robbery
      - Kidnap during Carjacking
      - Conspiracy to commit any of the above

Exemptions for COUNTY Youthful Offenders who committed an offense in the above Section One must be approved by the Camp Warden Hiring Authority or CDCR's Division of Adult Institutions (DAI) Associate Director.

2. **All violent and serious offenses pursuant to California Penal Code Section 667.5(c) and Penal Code Section 1192.7 (c).**

Exemptions for COUNTY Youthful Offenders who committed an offense in the above Section Two must be approved by the Pine Grove Camp Associate Warden or the Office of the DAI Associate Director.

Additional exemption criteria for COUNTY Youthful Offenders who committed a violent or serious offense listed above in Sections One or Two include:

120 days of program stability. Program stability includes being free from serious rule violations including assaults, group disturbances, contraband, threats to staff, threats to staff or peers, and repeated violations for not following instructions.

COUNTY Youthful Offenders who meet one or more of the following criteria are **NOT eligible and CANNOT apply for an exemption:**

- History of escape by **force or violence** from any county, private or state facility.
- History of sustained juvenile court petition or criminal court conviction of **arson**.
- History of possession or **manufacture of an explosive device.**
- History of an offense that is **sex-related**.
- **Active holds or pending court actions** that may result in additional confinement time or incarceration.
- **Medically unfit** for fire-fighting duties.

Prior to submitting a COUNTY Youthful Offender for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of the COUNTY Youthful Offender which includes medical, mental health and dental examinations to determine eligibility. The Mental Health & Medical Information from Outside Agencies must be submitted (Attachment 3).

Prior to the acceptance of any COUNTY Youthful Offender to Fire Camp, the COUNTY shall provide to the CDCR, without charge, two (2) copies of all classification data including judicial orders, medical, mental health and dental clearance records. The required documents include:

- Minute Order or Judicial Council Form (JV-732) (one copy certified). The following information must be included:
    - Offense(s)
    - Disposition/Release date
    - Medication and authority to dispense, if applicable
    - Victim Information

  - Restitution balance
  - Two photos

- Probation Report:
  - Summary of offense
  - Names and status of co-offenders
  - Performance on probation and violation(s), if applicable
  - Gang Information
  - Individual Rehabilitation Plan when required by Welfare and Institutions Code Section 875(d)(1)
- Mental Health and Medical Information from Outside Agencies, (Attachment 3)
- County Youthful Offender Camp Screening, (Attachment 1).
- County Youthful Offender Camp Criteria Exemption Request, if applicable (Attachment 2)
- Completed Referral Document, (Attachment 4)
- Confidential envelope with victim(s) name and address

All COUNTY Youthful Offender information shall be subject to statutory limitations on disclosure, including but not limited to California privacy laws, federal requirements of the Health Insurance Portability and Accountability Act (HIPAA) and all other federal privacy laws.

CDCR shall review the documents received for each COUNTY Youthful Offender and make a preliminary acceptance decision within three (3) business days.

COUNTY Youthful Offenders who are preliminarily accepted will be screened and interviewed by Fire Camp staff.

If approved by Fire Camp staff, the CDCR will make a Fire Camp approval decision.

If approved and accepted, a number will be assigned and the COUNTY will be notified.

If conditions exist which delay acceptance decisions, CDCR shall notify the COUNTY within three (3) business days. Reasons for delay could include:

- Incomplete documentation
- Medical or mental health conditions that warrant further review

APPEAL PROCESS

COUNTY Youthful Offenders who are not accepted to Pine Grove Camp may appeal only if additional information that was not initially provided is available. Appeals must be submitted within 30 days of the date of denial letter. Appeals will be reviewed and heard by the Division Director or designee or Camp Warden Hiring Authority

If a youth is not accepted into Pine Grove Camp, a new application may be submitted 60 days after the date of denial letter.

C. Transfer and Delivery of Youthful Offenders

The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of a COUNTY Youthful Offender to CDCR, Pine Grove Camp.

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

The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of a COUNTY Youthful Offender from Fire Camp. 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 Youthful Offender on the specified date and time, the COUNTY shall be charged the housing rate of $10.00 per day for the cost of housing that COUNTY Youthful Offender.

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

D. Youthful Offender Work/Program Assignment Payment

All COUNTY Youthful Offenders assigned to the Fire Camp shall earn wages equal to the amount paid to CDCR youth housed at the Fire Camp at the time of transfer.

E. Return of Youthful Offenders to COUNTY

Upon demand by the CDCR or COUNTY, COUNTY Youthful Offenders shall be delivered to the custody of the COUNTY pursuant to the terms as set forth in Section II, Subsection C, of this Agreement. The CDCR shall require the COUNTY representative to sign a Youth Delivery Receipt Form (Attachment 5) acknowledging delivery and transfer of custody of the COUNTY Youthful Offender to the COUNTY.

Youth placed at the Fire Camp shall be required to comply with the rules, regulations and policies of the CDCR.

In the event that it becomes necessary to remove a COUNTY Youthful Offender from the Fire Camp due to an increase in 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 Youthful Offender, Staff, and/or the Fire Camp, or the COUNTY Youthful Offender's refusal to participate in the Fire Camp program, the CDCR shall immediately remove the offender from the Fire Camp.

Following removal, the CDCR shall notify the COUNTY and coordinate the COUNTY Youthful Offender's return to the COUNTY in accordance with Section II, Subsection C, when practicable. In the event the COUNTY Youthful Offender requires housing outside of the Fire Camp due to disciplinary action, all associated costs shall be to the responsibility of the COUNTY.

No less than 30 days prior to a COUNTY Youthful Offender's release date, the COUNTY Youthful Offender shall be retrieved by the COUNTY in accordance with Section II, Subsection C. All pre-release processing is the responsibility of the COUNTY. When a COUNTY Youthful Offender returns to the COUNTY, the CDCR shall forward the COUNTY Youthful Offender's current available Trust balance, in the form of a check made payable to the offender but

addressed to the COUNTY, in the amount due to the COUNTY Youthful Offender within three (3) to six (6) weeks of the COUNTY Youthful Offender's transfer unless an alternate location is directed by the COUNTY.

When a COUNTY Youthful Offender is identified to return to the COUNTY, the CDCR shall ensure the COUNTY Youthful Offender's file is current with documentation to include but not limited to, program activities, progress reviews, and disciplinary history.

Records maintained at the Fire Camp shall be transported with the COUNTY Youthful Offender.

Files maintained at the CDCR Headquarters shall be mailed to the COUNTY within 14 days of the COUNTY Youthful Offender's departure from the Fire Camp.

III. OPERATION OF CAMP

A. General Duties

The COUNTY Youthful 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 Youthful Offender consistent with CDCR regulations and policies including disciplinary behavior, program participation, and other activities.

B. Medical/Mental Health/Dental

The COUNTY Youthful Offender shall be provided basic healthcare, including routine dental services. In the event a COUNTY Youthful Offender becomes ill or is injured and requires more than basic healthcare, the COUNTY Youthful Offender shall be returned to the COUNTY in accordance with Section II, Subsection C as soon as practicable.

In the event a COUNTY Youthful Offender is exposed to or contracts COVID-19, the COUNTY Youthful Offender shall be returned to the COUNTY in accordance with Section II, Subsection C.

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/CDCR is the property of the CDCR. A copy of applicable health records for health care delivered while the COUNTY Youthful Offender was housed at the Fire Camp shall be forwarded to the COUNTY when the COUNTY Youthful 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, provisions of the federal requirements imposed by HIPAA, and other federal privacy laws.

Medical costs beyond basic healthcare and dental care costs beyond routine, including but not limited to, medical costs and dental care costs, incurred prior to COUNTY Youthful 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 III, Subsection D.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the CDCR policy and consistent with CDCR Prison Rape Elimination Act protocols.

Medical and dental billings from outside vendors which are the responsibility of the COUNTY shall be submitted to the COUNTY or designee by the CDCR Headquarters within ninety (90) days of receipt.

C. Death of a COUNTY Youthful Offender

In the event of the death of a COUNTY Youthful Offender, the CDCR shall immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Youthful 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 Youthful 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 Youthful Offender Work and Training

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

The CDCR shall maintain daily records of the actual hours worked and participation in programs for each COUNTY Youthful Offender.

For injuries incurred while the COUNTY Youthful Offender is housed at a CDCR Facility, the COUNTY shall not be responsible for payment of any benefits for COUNTY Youthful Offender Workers' Compensation claims as required by California law, including, but not limited to California Labor Code Section 3370(a).

E. COUNTY Youthful Offender Programs

All COUNTY Youthful Offenders may participate in leisure time youthful offender programs at the camp. Leisure time programs may include: self-help programs, e.g. Alcohol Anonymous/Narcotics Anonymous, religious services, hobby craft, etc. as available.

F. 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.

G. Recreation, Packages and Canteen

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

The CDCR shall allow the COUNTY Youthful Offenders to receive packages consistent with CDCR regulations and policies. The CDCR reserves the right to exclude any package item deemed a security risk.

The COUNTY Youthful Offenders shall be provided with canteen services in accordance with CDCR regulations and policies.

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

I. Clothing
The CDCR shall be responsible for laundry, repair, and replacement of COUNTY Youthful Offender clothing during the COUNTY Youthful Offender's placement at the Fire Camp including ensuring clean clothes and bedding on a weekly basis. Upon admission, each Youthful Offender shall be issued clothing consistent with CDCR regulations and policies.

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

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

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

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

M. COUNTY Youthful Offender Property
The COUNTY Youthful Offenders shall be allowed to possess personal property consistent with CDCR regulations and policies. Exclusions or exemptions may be granted based on camp security requirements. The disposition of property shall be in accordance with CDCR's regulations and policies. The CDCR shall compensate the COUNTY Youthful 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 COUNTY for any and all claims, losses and liabilities, attributable to such lost or damaged property while in CDCR placement.

N. COUNTY Youthful Offender Appeals
A COUNTY Youthful 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 Youthful Offender grievances and appeals related to conditions of confinement and other CDCR decisions while the COUNTY Youthful Offender is in CDCR placement. The CDCR shall retain final authority on appeal issues related to CDCR decisions and actions.

O. Access to Courts

The CDCR shall ensure all COUNTY Youthful Offenders have court related access consistent with the CDCR regulations and policies. All COUNTY Youthful Offenders requesting access to a law library, beyond what is available at the Fire Camp, shall be transported back to the COUNTY in accordance with Section II, Subsection C.

Any court order to produce a COUNTY Youthful Offender that is presented to the COUNTY shall immediately be forwarded to the CDCR Headquarters 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 may transport in accordance with Section II, Subsection C.

P. Youthful Offender Records and Progress Reports

The CDCR shall maintain all COUNTY Youthful Offender files and ensure compliance consistent with CDCR regulations and policies. COUNTY Youthful Offender Camp records regarding the COUNTY Youthful 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 Youthful Offender files shall not be maintained inside housing units or easily accessible to the Youthful Offender population. Upon request, records, reports, and documents related to the COUNTY Youthful Offender, including work and treatment records, shall be made available to the COUNTY for review. When a COUNTY Youthful Offender is transferred from the Fire Camp, the records provided by the COUNTY and additional information compiled while the COUNTY Youthful Offender was at the Fire Camp shall be updated and transported with the COUNTY Youthful Offender to their new location. The additional information compiled consists of reports and other documentation relating to behavior of the COUNTY Youthful Offender while in the custody of CDCR.

All warrants, holds and detainers received by the COUNTY for a COUNTY Youthful Offender shall be forwarded to the CDCR within 24 hours. All warrants, holds and 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 Youthful Offender while housed in the Fire Camp and shall provide the CDCR with an initial COUNTY Youthful Offender release date and any changes to the COUNTY Youthful Offender release date. This information is required to facilitate the return of the COUNTY Youthful Offender to the COUNTY within 30 days of the COUNTY Youthful Offender's release.

CDCR will notify COUNTY of any events or disciplinary actions that may result in a release date adjustment.

The CDCR shall provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and California privacy laws.

Q. Transportation and Security

The CDCR shall provide security for the COUNTY Youthful Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere. 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 may transport in accordance with Section II, Subsection C.

R. Escapes

In the event of an escape by a COUNTY Youthful Offender(s) from the Fire Camp's custody, the CDCR shall initiate efforts to apprehend such COUNTY Youthful Offender(s), notify the COUNTY, 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 be in cooperation with the Sheriff of the county where the Fire Camp is located and CDCR Headquarters. Cooperation between CDCR and Sheriff of the county where the Fire Camp is located includes, but is not limited to: notification timeframes, incident command, mutual aid, intelligence sharing, etc.

After the initial 24 hours of escape pursuit, the CDCR Incident Commander and the Sheriff of the, county where the fire camp is located, shall evaluate the need for the continued presence of the CDCR. This decision shall be based on the intelligence received regarding the COUNTY Youthful offender's whereabouts and escape route.

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

S. Notification of Offender Incidents, Emergencies and Discipline

The CDCR shall process all COUNTY Youthful Offender related incidents and emergencies, consistent with CDCR regulations and policies. Such incidents are to be reported to the COUNTY as soon as reasonably practicable after the incident occurs.

All COUNTY Youthful Offenders are subject to CDCR rules, regulations and policies regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while the COUNTY Youthful Offender is in CDCR placement. The COUNTY is responsible for any release date adjustments that may result from the adjudication of a disciplinary matter while COUNTY Youthful Offenders are in CDCR placement. All serious disciplinary issues involving a COUNTY Youthful Offender shall be screened for possible prosecution in accordance with the policies of the COUNTY where the COUNTY Youthful Offender is housed.

T. Earned Time/Good Time

The COUNTY is responsible for release date adjustments for which a COUNTY Youthful Offender may be eligible while the COUNTY Youthful Offender is in Fire Camp.

U. Initial Intake and Annual Program Review

The COUNTY Youthful Offender shall have an initial intake and annual program review to be conducted by Fire Camp staff to confirm initial and continued Fire Camp placement is appropriate.

V. COUNTY Youthful Offender Account Deductions (Restitution) Collection and Accounting

Upon notification of a court order for restitution by a COUNTY Youthful Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Youthful

Offender's trust account. All collected funds shall be remitted in accordance with CDCR regulations and policies**.**

W. Termination

This Agreement may be cancelled upon a 30 day written notice by either party (see attached Exhibit D).

X. 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 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.

Y. Invoicing and Payment

a.

1. The COUNTY shall pay directly to CDCR per Youthful Offender a per day rate of $81.00 for each COUNTY Youthful Offender while in the required fire-fighting training up to 14 days.

2. Upon completion of the fire-fighting training, the COUNTY shall pay directly to CDCR a per Youthful Offender per day rate of $10.00 for each COUNTY Youthful Offender housed at the CDCR Fire Camp.

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

   CDCR will submit detailed invoices, based on the rates specified in Exhibit B-1, Rate Sheet, for payment of compensation payable by the COUNTY to CDCR, 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.

b. Payments will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting Office below:

California Department of Corrections and Rehabilitation
ASB – Rancho Cucamonga
Attention: Cashier
PO Box 6000
Rancho Cucamonga, CA 91729-6000

Z. Contacts

Project Representatives during the terms of the Agreement will be:

State Agency: California Department of Corrections and Rehabilitation	County: County of Riverside Probation Department
Name: Jannamie Coburn, AW(A), Contract Beds Unit	Name: Monica Rose Division Director – Pathways to Success
Phone: (916) 445-5453	Phone: 951-955-9438
Email: jannamie.coburn@cdcr.ca.gov	Email: mrose@rivco.org

1. Invoicing and Payment (reimbursement contracts)

a. The CDCR will submit an Invoice to the Contractor, by the 10th day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.

b. Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)
ASB – Rancho Cucamonga
Attention: Accounts Receivable
PO Box 6000
Rancho Cucamonga, CA 91729-6000

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

HOUSING COSTS						
Offenders (estimated)		**Per Day Housing Rate**		**# of Housing Days (estimated)**	**Total (estimated)**	**Fiscal Year**
03	X	$10	X	366	$10,980.	23/24 *(Leap Year)*
03	X	$10	X	365	$10,950.	24/25
	X					
				Agreement Total (estimated)	$21,930.	

TRAINING COSTS						
Offenders (estimated)		**Per Day Training Rate**		**# of Training Days (up to 14 days)**	**Total**	**Fiscal Year**
03	X	$81	X	14	$3,402.	23/24 *(Leap Year)*
03	X	$81	X	14	$3,402.	24/25
				Agreement Total (estimated)	$6,804.	

TOTAL AMOUNT OF AGREEMENT (estimated)	**$28,734.00**

*Estimated number of youth offender(s). Actual number may vary.

Agreement Term: Upon Approval through June 30, 2025. This contract may be extended upon agreement between CDCR and the COUNTY.

HOUSING COSTS

COUNTY agrees to reimburse directly to CDCR the per diem rate of $10.00 per day, or any part thereof for each COUNTY Youthful Offender housed in a CDCR Fire Camp, and $81.00 per day, or any part thereof, for each COUNTY Youthful Offender while in the required fire-fighting training up to 14 days at a CDCR Fire Camp. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation, and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable state statutes.

2. The total estimated amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation, and medical guarding, for up to 3 County Youthful Offenders housed in Fire Camp is $28,734.00.

3. The numbers of days shown above are estimated. The total amount of camp costs may vary based on the number of County Youthful Offenders housed. The COUNTY is responsible to pay for each County Youthful Offender housed in camp.

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 Riverside, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper. The parties agree this provision is not a waiver of the right to bring suit in federal court.

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. <u>Accounting Principles</u>

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. <u>Taxes</u>

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

6. <u>Right to Terminate</u> (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. <u>Contract Suspension</u>

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 <u>or</u> 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. Notification of Personnel Changes

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

21. Security Clearance/Fingerprinting

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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. Contractor shall provide proof of self-insurance.

30. <u>Tuberculosis (TB) Testing</u>

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. <u>Blood borne Pathogens</u>

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

32. <u>Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards</u>

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. <u>Clothing Restrictions</u>

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. <u>Tobacco-Free Environment</u>

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. <u>Prison Rape Elimination Policy</u>

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. <u>Security Regulations</u>

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. <u>Gate Clearance</u>

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)

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

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 <u>Disputes</u>.

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:

Christopher H. Wright, Chief Probation Officer
Riverside County Probation
3960 Orange Street, Suite 600
Riverside, CA 92501

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

PRISON RAPE ELIMINATION POLICY

Volunteer/Contractor Informational Sheet (Part A)

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. All employees, volunteers, and contractors have a responsibility to protect the youth in their custody as it relates to PREA Federal Juvenile Standard § 115.361: *Staff and agency reporting duties*. As a volunteer or contractor who has contact with CDCR youth, it is your responsibility to act within the parameters of your current assignment, to reduce incidents of sexual abuse, sexual misconduct, and sexual harassment and to report information appropriately when you observe or suspect such an incident or when an incident is reported to you.

Historical Information

Both Congress and the California 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 National Standards of 2012, Title 28 CFR section 115 et seq., to help prevent, detect and respond to sexual abuse, sexual misconduct and sexual harassment of incarcerated persons. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to incidents by youth and staff.

Policy

PREA addresses five types of sexual offenses toward youth. Sexual abuse committed by youth includes three categories of offenses: abusive sexual contact, nonconsensual sexual acts, and sexual harassment. The two remaining types of sexual offenses covered by PREA are staff sexual misconduct and staff sexual harassment.

CDCR's policy provides for the following:

- CDCR is committed to providing a safe, humane, secure environment, free from youth-on-youth sexual abuse, staff sexual misconduct and sexual harassment.
- CDCR maintains zero tolerance for sexual abuse, sexual misconduct, and sexual harassment in its facilities, camp, and for all youth under its jurisdiction.
- All forms of sexual abuse, sexual misconduct, and sexual harassment are strictly prohibited.
- This policy applies to all youth and persons employed by CDCR, as well as volunteers and contractors assigned to a facility or camp.

Retaliatory measures against employees, volunteers, contractors or youth who cooperate with investigations or report incidents of sexual abuse, sexual misconduct, or sexual harassment shall not be tolerated and shall result in disciplinary action, criminal prosecution, or both. Retaliatory measures include, but are not limited to:

- Coercion;
- Threats of punishment;
- Any other activities intended to discourage or prevent staff or youth from reporting an incident.

Professional Behavior

Volunteers and contractors are expected to act in a professional manner while on the grounds of a CDCR facility or camp and while interacting with other staff and youth. Key elements of professional behavior include:

- Treating everyone, staff and youth alike, with respect;
- Speaking without judging, blaming, or being demeaning;
- Listening to others objectively 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.

Preventive Measures

You can help reduce sexual abuse, sexual misconduct, and sexual harassment by taking actions during the performance of your job duties.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of youth;
- Be professional at all times;
- Make it clear that any sexual activity is not acceptable;
- Treat any suggestion or allegation of sexual abuse, sexual misconduct, and sexual harassment as serious.

Detection

All staff members, volunteers and contractors, are responsible for:

- Reporting immediately and confidentially to the appropriate supervisor any information that indicates a youth is being, or has been, the victim of sexual abuse, sexual misconduct, or sexual harassment, subject to applicable laws regarding privilege and mandatory reporting;
- Reporting retaliation against youth or staff who reported abuse, or staff neglect that may have contributed to an incident or retaliation; and
- Taking necessary action (e.g., give direction or press your alarm) to prevent further harm to the victim and ensure the victim is separated from the alleged perpetrator.

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. Staff must comply with any applicable mandatory child abuse reporting.

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

_____	_____
Volunteer/Contractor Name (Printed)	Date Signed
_____	_____
Signature of Volunteer/Contractor	Assigned Facility(s)
_____	_____
Contact Telephone Number	Organization

Distribution:
For Volunteers: 1) Original to Community Resource Manager; and 2) Copy to Volunteer
For Contract Employees: 1) Original to Supervisor; 2) Copy to Contract Employee and 3) Copy to CDCR Contracts

PRISON RAPE ELIMINATION POLICY

Volunteer/Contractor Informational Sheet (Part B)

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

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, or 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 facility name 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 facility name in the space below.
4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of a youth/inmate in a prison, jail, lock up, community confinement facility or other institution?
   ☐Yes ☐No If yes, provide the date of the incident and the facility name in the space below.
5) Have you ever resigned from a position pending an investigation of an allegation of sexual abuse?
   ☐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 and county where it occurred:

Date:_____

Facility/County Name:_____

Details: _____

_____

As a contract employee, you have a continuing duty to promptly notify your employer and the Superintendent or Warden of the Facility 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 CDCR will be discontinued and my contract employer will be notified.

Printed Name:	
Signature	Date

Distribution:
For Contract Employees: 1) Original to Supervisor; 2) Copy to Contract Employee and 3) Copy to CDCR Contracts

COUNTY YOUTHFUL OFFENDER CAMP SCREENING

Youthful Offender Name_____**Date of Birth**_____**County**_____
(Last, First, Middle)

Referral Offense(s) _____

Release Date_____

SECTION A: Standard Camp Criteria:

☐ The COUNTY Youthful Offender has a release date no less than six (6) months and no more than seventy-two (72) months from the date of approval.

☐ The COUNTY Youthful Offender is at least 18.

☐ The COUNTY Youthful Offender is under juvenile court jurisdiction.

☐ The COUNTY Youthful Offender is free of any serious rule violations for the past sixty (60) days.

☐ The COUNTY Youthful Offender has provided a DNA sample.

☐ The COUNTY Youthful Offender possess a high school diploma or GED.

SECTION B: Camp Exclusionary Criteria from which Exemption is Requested:

If youth meets any of the below criteria, a County Youthful Offender Camp Criteria Exemption Request (Pine Grove Attachment #2)) must be completed and attached.

☐ Serious or Violent Offense (Requires approval from Camp Warden Hiring Authority, Pine Grove Camp Associate Warden or DJJ Deputy Director or designee)

☐ Runaway/AWOL

☐ Mental Health history

☐ Possession of illegal fireworks

☐ Sexual misconduct rule violation

☐ Release Date < 6 mos., >72 months

☐ Serious Rule Violation in the last 60 days

☐ Birthplace outside of the U. S.

☐ Previous camp removal

☐ Public interest case

NOTE: Youth with the following history are permanently excluded from camp placement:

1. Escape by force or violence from any count, private or state facility.
2. Sustained petition or conviction of arson.
3. History of possession or manufacturing of explosive device.
4. History of an offense that is sex-related.
5. Medically unfit for fire fighting duties.
6. Active hold or court action that may result in additional confinement.

COMPLETED BY:

County Representative	Signature	Date
Telephone Number	Email	

SECTION C: Medical Screening:

1. Does the youth have any restrictions on physical activity? □ no □ yes ***If yes, list restrictions:***

_____
_____
_____
_____

2. Does the youth have any chronic conditions? □ no □ yes ***If yes, list conditions:***

_____
_____
_____
_____

3. List of all prescribed medications.

_____
_____
_____
_____

4. Is there a history of asthma? □ no □ yes
5. Is there a history of seizure disorder? □ no □ yes
6. What is the youth's visual acuity (with corrective lenses if applicable)

If the answer to any of the above questions is "Yes", youth may not qualify for Fire Camp.

COMPLETED BY:

County Medical Representative	Signature	Date
Telephone Number	Email	

SECTION D: Mental Health Screening:

□ Youth is not presently prescribed any psychotropic medication (e.g., antipsychotics, antidepressants, or mood stabilizers)

□ Youth has not engaged in self-injurious behavior within the past two (2) years, nor required suicide watch or hospitalization for a mental health issue.

□ If previously on psychotropic medication, youth has been screened by a mental health clinician who has determined that this individual, who has a history of mental health treatment, has been emotionally stable without psychotropic medication(s) for a period of at least four months.

□ Youth has been screened by a mental health clinician who has determined that this individual does not require ongoing mental health treatment.

□ Youth does not have an intellectual developmental disorder or a pervasive developmental disability (such as Autism Spectrum Disorder), an acute mental health condition (such as depressive episodes), or a chronic serious mental health disorder (such as schizophrenia) that limits their ability to comprehend or follow instructions or otherwise impairs their ability to engage appropriately in social and communication and interaction.

If youth does not meet all the above criteria, youth is NOT eligible for camp.

COMPLETED BY:

County Mental Health Clinician	Signature	Date
Telephone Number	Email	

SECTION E: Fire Camp Placement Referral:

□ Meets criteria for Fire Camp (attached) □ Ineligible for Fire Camp* □ Exemption Requested

County Administrator	Signature	Date
Telephone Number	Email	

Once all sections are completed and signed by appropriate staff, forward packet to CDCR. *If ineligible for Fire Camp and an exemption is not being requested, do not forward packet to CDCR.

SECTION F: CDCR Screening Staff

□ Meets legal requirements and Fire Camp criteria □ Ineligible for Fire Camp □ Exemption Requested (see attached)

Comments_____

_____

_____

_____

Name _____ Signature _____ Date _____

SECTION G: Fire Camp Administrator:

Interview Completed on _____

□ Meets Fire Camp criteria □ Ineligible for Fire Camp □ Exemption Approved (see attached) □ Exemption Denied (see attached)

Comments_____

_____

_____

_____

Name _____ Signature _____ Date _____

SECTION H: Office of the Deputy Director or Warden

□ Meets Fire Camp criteria □ Ineligible for Fire Camp □ Exemption Approved (see attached) □ Exemption Denied (see attached)

Comments_____

_____

_____

_____

Name _____ Signature _____ Date _____

Return completed form to CDCR.

COUNTY YOUTHFUL OFFENDER CAMP CRITERIA EXEMPTION REQUEST

Instructions: *Attach a copy of documents substantiating youth's progress in program and appropriateness for camp placement.*

We are requesting authorization to place the following county youthful offender in the Fire Camp program:

Name: _____ **Date of Birth** ____

County: _____ **Referral Offense(s):** ____

Camp exclusionary criteria from which exemption is requested:

☐ Serious or Violent Offense ((Requires approval from Camp Warden Hiring Authority, Pine Grove Camp Associate Warden or DJJ Deputy Director or designee)

☐ Runaway/AWOL

☐ Mental Health history

☐ Possession of illegal fireworks

☐ Sexual misconduct rule violation

☐ Release Date < 6 mos. > 72 mos

☐ Serious Rule Violation in the last 60 days

☐ Birthplace outside of the U. S.

☐ Previous camp removal

☐ Public interest case

NOTE: Youth with the following history are permanently excluded from camp placement:

1. Escape by force or violence from any county, private or state facility.
2. Sustained petition or conviction of arson.
3. History of possession or manufacturing of explosive device.
4. History of an offense that is sex-related.
5. Medically unfit for fire fighting duties.
6. Active hold or court action that may result in additional confinement.

Submitted By:

_____ _____ _____
Print Name / Title **Signature** **Date**

Fire Camp Administrator(or Designee) or Associate Warden

☐ Approved ☐ Denied

_____ _____ _____
Print Name **Signature** **Date**

Office of the Deputy Director(Designee) or Warden

☐ Approved ☐ Denied

Comments: _____

_____ _____ _____
Print Name **Signature** **Date**

Mental Health & Medical Information from Outside Agencies

Instructions: This form may only be completed by a Licensed Mental Health Clinician or a licensed health care provider (RN, MD). Prior to acceptance, a "Yes" answer on this form shall be referred to the designated mental health clinician and/or health care provider for review.

Name:_____ DOB: _____

1. Within the past two years, has a formal, written mental health evaluation been completed? If yes, attach evaluation. ☐ Yes ☐ No

2. Most recent diagnosis (Include the most recently published edition of the DSM V name of the disorder in order of impact on the youth's functioning).

   Primary diagnosis: _____

   _____

   Secondary diagnoses: _____

   _____

   _____

   _____

   _____

3. Does the youth have any medical/physical problems? If yes, describe below and provide physician's contact information. ☐ Yes ☐ No

   _____

   _____

   _____

   _____

   Physician's Name:_____ Physician's Contact Number: _____

4. Has the youth required any of the following:

   a. Voluntary or involuntary treatment in a mental health setting? (Psychiatric hospital, residential mental health placement). **Past Six Months?** ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No
   If yes, provide dates and attach discharge summaries. _____

   _____

   b. Services of the regional center for a developmental disorder? **Past Six Months?** ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No

   If yes, describe type/date/reason. _____

   _____

   c. Use of soft restraints for psychiatric reasons/emergency medications in last 12 months? **Ever?** ☐ Yes ☐ No

   If yes, describe type/date/reason. _____

   _____

   _____

   _____

   _____

   d. Treatment for serious, active danger to self/others due to mental illness? **Past Six Months?** **Ever?**

Mental Health & Medical Information from Outside Agencies

Name:_____DOB:_____County:_____

☐ Yes ☐ No ☐ Yes ☐ No

If yes, list all incidents by date/type. Attach additional sheet if necessary. _____

e. Evaluation and treatment for serious impairment of functioning in most domains (i.e. thinking abilities, emotional control, judgment, relationships with others, grooming, and ability to make good use of food, clothing, and shelter in current placement).

Past Six Months? ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No

If yes, describe. _____

f. Treatment of a mental illness using psychotropic medications?

Past Six Months? ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No

If yes, describe. _____

5. Is the youth currently taking medication for a medical or mental health diagnosis? ☐ Yes ☐ No
If currently on medication and a court order was obtained, please attach a copy of JV220 and JV223.

6. If taking medication, please describe current medication regimen (medication, dose, frequency). _____

7. Has the youth been non-compliant with medication for a medical or mental health diagnosis?

Past Six Months? ☐ Yes ☐ No **Ever?** ☐ Yes ☐ No

If yes, describe. _____

8. Response to current pharmacologic treatment. _____

Mental Health & Medical Information from Outside Agencies

Name:_____DOB:_____County:_____

9. Diagnoses associated with use of medications. _____

10. Classes of medications and length of time prescribed in the past. _____

Print Name/Title of Licensed Mental Health Provider	Print Name/Title of Health Care Provider
Signature of Licensed Mental Health Provider	Signature of Health Care Provider
Representing	Representing
Contact Phone Number	Contact Phone Number
Date	Date

Referral Document

Pine Grove Attachment #4 (6/22)

NAME (LAST- FIRST- MIDDLE)	DOB (mm/dd/yyyy)	ETHNICITY	Social Security Number
OTHER NAME(S) - (ALIASES)	MONIKERS	GENDER ☐ MALE ☐ FEMALE	CII NUMBER
			DMV NUMBER
LAST ADDRESS (NUMBER - STREET - CITY - ZIP)	BIRTHPLACE (CITY/STATE)	US CITIZEN ☐ YES ☐ NO	MARITAL STATUS

IS FEMAILE PREGNANT? ☐ YES ☐ NO	MONTHS	MEDICAL - COMMUNICABLE - CHRONIC DISEASE - SUICIDAL - DISABILITY

COURT	COUNTY	COURT NUMBER	COMMITMENT DATE

SCHOOL LAST ATTENDED	ADDRESS OF SCHOOL	DATE ATTENDED	GRADE	IEP CODE

FOR FURTHER INFORMATION FROM COUNTY, CONTACT (NAME):	TELEPHONE

FAMILY RELATIONSHIPS (Include significant relationships - siblings - children - legal guardians)

RELATIONSHIP	NAME (LAST- FIRST- MIDDLE)	ADDRESS (NUMBER - STREET - CITY - STATE - ZIP)	TELEPHONE NUMBER
FATHER			
MOTHER			
MOTHER'S MAIDEN			
SIBLINGS, CHILDREN, LEGAL GUARDIANS			

CO-OFFENDERS (MOST RECENT OFFENSE)

NAME (LAST- FIRST- MIDDLE)	AGE	DISPOSITION

COUNTY Youth Delivery Receipt

DATE _

TIME OF RECEIPT _

INSTITUTION _

Youth listed below were received on this date from:

NAME _____

COUNTY _____

YOUTH'S NAME	CDCR #	CODE & SECTION (e.g., WIC 601)

_____
RECEIVING OFFICER