

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



ITEM: 3.36
(ID # 28267)

MEETING DATE:
Tuesday, July 14, 2026

FROM : PROBATION

SUBJECT: PROBATION DEPARTMENT: Approve the Professional Service Agreement with First Institute Training & Management Corporation for AMC-YTEC Welding Technology Training Program without seeking competitive bids, effective July 14, 2026 through June 30, 2029 with the option to renew for two (2) additional one (1) year periods; District 1 [Total Cost: \$546,000; up to \$54,600 in additional compensation; 100% Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with First Institute Training & Management Corporation for AMC-YTEC Welding Technology Training Program, without seeking competitive bids for a not to exceed contract amount of \$546,000, effective July 14, 2026 through June 30, 2029 with the option to renew for two (2) additional one (1) year periods, and authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved as to form by County Counsel to (a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of \$54,600 for the term of the Agreement; and,
3. Authorize the Purchasing Agent to issue Purchase Orders to First Institute Training & Management Corporation for career technical welding training provided within the Board approved compensation amount consistent with the Agreement.

ACTION:


Christopher Wright, Chief Probation Officer 6/26/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, and Gutierrez
Nays: None
Absent: Washington and Perez
Date: July 14, 2026
xc: Probation

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 109,200	\$ 109,200	\$ 546,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department Budget			Budget Adjustment: No	
			For Fiscal Year: 2026/2027-2030/2031	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Senate Bill 823 outlines the structure of the Secured Youth Treatment Facility (SYTF) in the realigning of the Department of Juvenile Justice. This legislation specifies that certain critical requirements must be included in the creation of the SYTF, such as supporting community-based programs and services that promote healthy adolescent development, as well as re-entry services that encompass planning and connections to employment, housing, and continuing education.

Riverside County's Youth Treatment and Education Center (YTEC) is structured as a continuum of in- custody treatment, education, and reintegration by providing services and programming that provide educational options to clients that include vocational training and trade certifications. This allows clients the opportunity to obtain a viable skill or trade, as well as certification to transition into the community to provide stability and career direction for successful reintegration. YTEC is seeking assistance from First Institute & Management Corporation Services to provide vocational training in the welding trade to teach employable skills and provide certification in the high-demand trade, fully aligned with California's High Growth Industry Sectors.

First Institute Training & Management Corporation (FITM) provides students with the foundational knowledge required to succeed in the workforce. Specifically, FITM will provide a Welding Technology Program for youth located at the Alan M. Crogan Youth Treatment and Education Center. This is a comprehensive 180-hour welding program that prepares students for an entry level position in the general field of welding. The focus of the program is to teach students the skills necessary in a weld process positioning them to successfully complete an industry standard weld certification test governed by the American Welding Society (AWS). Youth gain valuable vocational skills that can lead to employment opportunities post-release, promoting rehabilitation and reducing recidivism. The program provides a structured and productive environment, helping to keep youth engaged and focused, which can reduce behavioral issues. This program fosters positive interactions between staff and youth, enhancing relationships and trust. Welding education can complement other educational programs, contributing to a well-rounded curriculum that meets the diverse needs of youth. Utilizing a provided mobile trailer for a welding school maximizes the use of facility resources. By focusing on skill-building, the department reinforces its commitment to rehabilitation.

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Impact on Residents and Businesses

There is no negative impact on residents and business in the County of Riverside. It has been noted in research, one of the contributing factors to recidivism is a lack of vocational or educational path for the clients. Youth reintegrating into the community with employable skills and employment opportunities makes for a successful plan to reduce recidivism and an opportunity to participate in creating a safe environment. Vocational programs provide youths with opportunities to be a productive member of the community.

Additional Fiscal Information

Description:	FY 26/27	FY 27/28	FY 28/29	Total Cost	FY 29/23 - Option to Renew	FY 30/31 - Option to Renew	Total Cost with 2 yr Option to renew
Vocational Class- Welding Technology for Cohort 1	\$54,600	\$54,600	\$54,600	\$163,800	\$54,600	\$54,600	\$273,000
Vocational Class- Welding Technology for Cohort 2	\$54,600	\$54,600	\$54,600	\$163,800	\$54,600	\$54,600	\$273,000
Total Costs (2 Cohorts)	\$109,200	\$109,200	\$109,200	\$327,600	\$109,200	\$109,200	\$546,000
Additional compensation for future unforeseen requirements							\$54,600

Contract History and Price Reasonableness

Probation has identified vocational training as a critical component of successful reentry for Youth in the care and custody of Riverside County Probation, supporting their effective reintegration into the community.

First Institute Training & Management Corporation (FITM) was selected by the Probation Department to provide these vocational services, as they are the only provider in the Inland Empire offering mobile occupational skills training in welding technology through a mobile welding lab approved by the California Bureau for Private Postsecondary Education (BPPE, school code #29965963).

The department submitted a Sole Source Justification (SSJ) request to Purchasing on December 1, 2025. The request was approved under SSJ #26-088 on December 10, 2025, authorizing Probation to procure these services through FITM for an initial three-year period beginning in FY 26/27 through FY 28/29, with an option to renew for an additional two years in one-year increments through FY 30/31. Cost is deemed fair and reasonable based on pricing consistent with other Southern California Probation agencies, including San Bernardino County.

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

The Probation Department now requests the Board's approval of Professional Service Agreement PRARC-92486-001-06/31 with First Institute Training & Management Corporation, without soliciting competitive bids.

ATTACHMENTS:

1. SSJ# 26-088
2. Professional Service Agreement PRARC-92486-001-06/31

 _____ Stacy Orton, Assistant Director of Purchasing	 _____ Rebecca S Cortez, Principal Management Analyst
7/1/2026	7/7/2026

 _____ Aaron Gettis, Chief Deputy County Counsel
7/6/2026

PROFESSIONAL SERVICE AGREEMENT

for

AMC-YTEC WELDING TECHNOLOGY TRAINING PROGRAM

between

COUNTY OF RIVERSIDE

and

FIRST INSTITUTE TRAINING & MANAGEMENT CORPORATION



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This Agreement is made and entered into this 14th day of July, 2026, by and between **First Institute Training & Management Corporation**, a corporation formed in the State of Illinois (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and adhere to all obligations of a "Contract Vendor" as set forth in Exhibit C, Riverside County Probation Department Policy 1008 - Prison Rape Elimination Act (PREA) of 2003, and as specified in Attachment I, HIPAA Business Associate Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with reasonable standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products described in Exhibit A to the COUNTY outside of this Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective from the 14th day of July, 2026 and continues in effect through June 30, 2029 with an option to renew by written amendment for two additional one-year periods, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY to a multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Three Hundred Twenty-Seven Thousand, Six Hundred Dollars (\$327,600) through June 30, 2029, including all expenses. In the event the parties exercise the

option to renew the Agreement, maximum payments by COUNTY to CONTRACTOR for each additional one-year period shall not exceed One Hundred Nine Thousand, Two Hundred Dollars (\$109,200) per fiscal year, beginning July 1, 2029 through June 30, 2031. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement unless written approval from COUNTY pursuant to Section 4 "Alteration or Change to the Agreement" is provided to CONTRACTOR.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) within the State of California will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index for Riverside-San Bernardino-Ontario, CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Probation Department

P. O. Box 833

Riverside, CA 92502-0833

Email address: acctspayable@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PRARC-92486-001-06/31; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon sixty (60) days written notice served upon the CONTRACTOR stating the extent and effective date of termination. Contractor may terminate this Agreement without cause upon sixty (60) days written notice served upon the County stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR specifically for the COUNTY and for which CONTRACTOR has been

compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. Any materials, reports or products not created specifically for the COUNTY, including CONTRACTOR's pre-existing or proprietary materials, shall remain the sole property of the CONTRACTOR.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the

COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a

criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement. CONTRACTOR shall be allowed to contract with a third party for administering and certifying students in the American Welding Society welder certification exam. Prior to CONTRACTOR's use of any third-party subcontractor to provide services arising out of this Agreement as outlined in Exhibit A, including but not limited to an American Welding Society (AWS) credentialed Certified Welding Inspector (CWI), CONTRACTOR shall provide COUNTY with the subcontractor's identity and credentials for COUNTY's review and approval. CONTRACTOR shall obtain COUNTY's approval before the

subcontractor performs any work or renders any services to COUNTY. This cost is included as part of Exhibit B.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

14.1 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

14.2 CONTRACTOR shall ensure the safety and dignity of all youth in their care and shall not discriminate against any youth on the basis of actual or perceived race, ethnicity, ancestry, national origin, color, religion, gender, sexual orientation, gender identity, gender expression, mental or physical disability, immigration status, or HIV status.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The

CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Probation Department
P. O. Box 833
Riverside, CA 92502-0833
Attn: Contracts & Grants

CONTRACTOR

First Institute Training & Management Corp.
16730 Arrow Blvd
Fontana, CA 92335

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by

the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: Karen S. Spiegel
Karen, Spiegel
Chair, Board of Supervisors
Dated: JUL 14 2026

**FIRST INSTITUTE TRAINING &
MANAGEMENT CORPORATION**

By: Kurt Beier
Kurt Beier (Jun 24, 2026 10:58:37 CDT)
Name: Kurt Beier
Title: President
Dated: 06/24/2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez (Jun 25, 2026 11:04:28 PDT)
Deputy County Counsel
Dated: 06/25/2026

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR shall provide a mobile occupation skills training in the field of Welding Technology via its mobile welding lab, approved to operate under the California Bureau for Private Postsecondary Education (BPPE, school code #29965963) in the Inland Empire. Training will be provided by the CONTRACTOR at the Alan M. Crogan Youth Treatment and Education Center (AMC YTEC) located at 10000 County Farm Road, Riverside CA 92503 to the youth receiving services within the COUNTY's Probation institutional facilities.

The program shall be a comprehensive 180 clock hour welding program that prepares students for an entry level position on the general field of welding. The focus of the program is to teach students the skills necessary in a weld process positioning them to successfully complete an industry standard weld certification test governed by the American Welding Society (AWS).

CONTRACT SHALL PROVIDE COURSES AS FOLLOWS:

PROGRAM COURSE DESCRIPTIONS

WTP 101 | Introduction to Welding

This is an overview course, which will introduce students to the fundamentals of the weld process. Upon completion of this course, students will understand general responsibilities of a welder and be able to assess the needs of each welding project.

WTP 102 | Safety in Welding

This course will inform students about industry safety expectations and processes of welding, including fire, electrical and compressed gas safety. Upon completion of this course, students will know how to guard against the inherent dangers of the weld process and will be familiar with safety tools such as Personal Protection Equipment (PPE), respiratory protection, and the Material Safety Data Sheets (MSDS).

WTP 103 | Shop Math

This course will teach students basic math skills used in the metal fabrication industry.

WTP 104 | Blueprint Reading

In this course, students will learn how to identify and analyze the components of a blueprint. Upon completion of this course, students will understand the weld symbol language of the weld industry and know how to interpret the specific information each blueprint containing this data is trying to convey.

WTP105 | Weld Process

This course, the majority of the WTP, provides hands- on training on welding processes allowing students to apply what they have learned in the classroom. Upon completion of this course, students will have the skills necessary to successfully attain an AWS weld certification credential.

WTP106 | Basic Fabrication Techniques & Practices

This course is designed to give students a better understanding of terms and steps taken in a fabrication environment to apply to individual projects. Students are introduced to techniques, tools, steps of fabrication and assembly of metal pieces to complete weldments according to blueprint plans. Layout lines used for alignment of parts and part identification, tools used or creating lines, and equipment used in cutting, bending, and shaping materials will be incorporated along with best practices to consider when mistakes are made in the fabrication process. By the end of the course, students will have been exposed to a myriad of approaches of fabrication and assembly practices used in the field.

MATERIALS AND SAFETY:

COUNTY shall provide to CONTRACTOR:

- a. Space for the CONTRACTOR's trailer. The trailer will be under 24-hour camera surveillance while on COUNTY property.
- b. Bathrooms for CONTRACTOR and COUNTY use.
- c. Meals for the CONTRACTOR upon request (breakfast and lunch).
- d. Low voltage power (if required).
- e. A minimum of one (1) COUNTY Probation Corrections Officer shall be stationed outside the welding trailer during classes for security.
- f. A COUNTY Probation staff will escort the CONTRACTOR's instructor in and out of the COUNTY building/property.
- g. If necessary, and only upon prior notice, the COUNTY will provide students with appropriate/necessary clothing and shoes for a welding environment.

CONTRACTOR shall provide all necessary materials and resources for both theoretical and hands-on training, including textbooks, welding rods, and protective gear. This includes supplying all necessary tools and materials for welding, including welding machines, rods, helmets, gloves, and safety gear.

CONTRACTOR will be responsible for ensuring electrical or other sources of power for welding equipment.

CONTRACTOR to regularly inspect and maintain all welding equipment and tools to ensure safety and functionality.

CONTRACTOR will be responsible to inventory all welding equipment and materials prior to each student arriving at the trailer and at the end of each class day. Any missing equipment or materials will be reported to Probation personnel immediately.

CONTRACTOR shall be responsible to ensure the welding trailer meets safety and logistical requirements. Additionally, CONTRACTOR shall create and provide COUNTY with emergency protocols/drills required for contracted class environment.

CONTRACTOR shall be responsible for meeting all safety standards, including proper use of personal protective equipment, immediately reporting to Probation any students not following safety protocols. CONTRACTOR will implement clear consequences for safety violations with Probation to reinforce the importance of adhering to protocols.

In the event of an emergency, the CONTRACTOR's instructor shall know the institution's evacuation protocol and follow the emergency protocol in the event an emergency happens.

CONDUCT OF CONTRACTOR AND STUDENTS:

CONTRACTOR shall immediately report any type of student misbehavior, horseplay, or not following the rules of the class.

CONTRACTOR will foster a positive learning environment free of any form of harassment, by encouraging participation and addressing individual learning needs including the creation of a system for students to report hazards or unsafe conditions without fear of reprisal. CONTRACTOR shall immediately report to Probation any/all misconduct, mistreatment, or abuse (verbal abuse, physical abuse, sexual abuse/harassment, etc.) reported by the youth to the instructor or FITM staff.

Any CONTRACTOR staff, including subcontractors and CWIs approved by COUNTY in accordance with Section 10 of the Agreement, who will be interacting with COUNTY students shall sign and agree to follow the Probation Department PREA Policy 1008 attached hereto and incorporated herein as Exhibit C.

In the event that the instructor is absent for the day or an extended period, CONTRACTOR shall provide COUNTY with appropriate notice (1-hour before the start of class). If needed, any substitute instructors provided by CONTRACTOR will be required to pass noted vetting process.

CONTRACTOR shall adhere to all local, state, and federal regulations regarding education and vocational training in a detention setting.

CONTRACTOR to provide COUNTY with weekly updates regarding student performance. On a weekly basis, CONTRACTOR will report to COUNTY facility management or designee on student progress and

areas for improvement. Additionally, CONTRACTOR will maintain accurate records of student attendance, participation, and progress in both theoretical and practical components

CONTRACTOR will prepare COUNTY students for certification welding exams by providing targeted instruction and practice. Upon successful completion of the welding class, CONTRACTOR shall provide support and mentorship to assist youth with obtaining their welding certification as outlined in the FITM workbook. Upon completing their post-certification, CONTRACTOR shall assist youth with job placement.

EXHIBIT B
PAYMENT PROVISIONS

Description:	FY <u>26/27</u>	FY <u>27/28</u>	FY <u>28/29</u>	Total Cost	FY <u>29/30</u> - <u>Option to</u> <u>Renew</u>	FY <u>30/31</u> - <u>Option to</u> <u>Renew</u>	Total Cost with 2 yr Option to renew
Vocational Class-Welding Technology for Cohort 1	\$54,600	\$54,600	\$54,600	\$163,800	\$54,600	\$54,600	\$273,000
Vocational Class-Welding Technology for Cohort 2	\$54,600	\$54,600	\$54,600	\$163,800	\$54,600	\$54,600	\$273,000
Total Costs (2 Cohorts)	\$109,200	\$109,200	\$109,200	\$327,600	\$109,200	\$109,200	\$546,000

Per student cost shall be:

Program	Registration	Tuition	Book	Other charges	Total program cost
Welding Technology	\$100.00	\$7,000.00	\$220.00		\$7,320.00
Tool Kit & Consumables				\$280.00	\$280.00
Uniform				\$200.00	\$200.00
Total Program Cost	\$100.00	\$7,000.00	\$220.00	\$480.00	\$7,800.00

Attachment I

HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and First Institute Training & Management Corporation

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Professional Service Agreement (the "Underlying Agreement") between the County of Riverside ("County") and First Institute Training & Management Corporation ("Contractor") and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

- (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting

disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

PRARC-92486-001-06-31 First Institute Training & Management Corporation (FITM)

Final Audit Report

2026-06-25

Created:	2026-06-24
By:	Patrick Meeks (PMeeks@Rivco.org)
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EXHIBIT C

Policy
1008

Riverside County Probation Department
Policy Manual

Prison Rape Elimination Act (PREA) of 2003

1008.1 PURPOSE AND SCOPE

Agency Content

The purpose is to establish and implement written policy and procedures regarding the Federal Prison Rape Elimination Act (PREA) of 2003 and to outline the department's approach to prevent, detect, respond to and audit an incident of sexual abuse or sexual harassment of youth. This policy applies to all juvenile facility staff, contract employees/vendors, volunteers, and visitors.

1008.1.1 DEFINITIONS

Agency Content

Definitions related to this policy include:

Compliance officer (CO) - Each facility shall designate a compliance officer to coordinate the facilities with PREA standards.

Contract employee/vendor - A person who provides service on a recurring basis pursuant to a contractual agreement with the department.

Exigent circumstances - Temporary and unforeseen circumstances that require immediate action.

Gender non-conforming - A youth whose appearance or manner does not conform to traditional masculine and feminine gender norms.

Intersex - A youth whose sexual or reproductive anatomy or chromosomal pattern does not fit typical definitions of male or female.

Mandated child abuse reporter - Pursuant to California Penal Code Section 11166, any person who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes child abuse or neglect.

PREA program coordinator - A management level staff with sufficient time and authority to develop, implement, and oversee the department's compliance with Prison Rape Elimination Act (PREA) standards.

Secure juvenile facility - A facility in which movement and activities of youth may be restricted or subject to control through the use of physical barriers or staff supervision. A facility that allows youth access to the community to achieve treatment or correctional objectives, such as educational or employment programs typically will not be considered to be a secure juvenile facility.

Security staff - Staff primarily responsible for the supervision and control of youth in housing units, recreational, or program areas of the facility.

Sexual abuse - Sexual abuse of a youth by another youth includes any of the following acts if the victim does not consent, is coerced into such an act by overt or implied threats of violence, or is unable to consent or refuse:

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Prison Rape Elimination Act (PREA) of 2003

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- Contact between the mouth and the penis, vulva or anus;
- Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object or other instrument; and,
- Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of a youth by a staff member, contract employee/vendor, volunteer or visitor includes any of the following acts:

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- Contact between the mouth and the penis, vulva or anus;
- Contact between the mouth and any body part with the intent to abuse, arouse or gratify sexual desire;
- Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, unrelated to official duties or with the intent to abuse, arouse or gratify sexual desire;
- Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh or the buttocks, that is unrelated to official duties or with the intent to abuse, arouse or gratify sexual desire;
- Any attempt, threat, or request to engage in the activities described above;
- Any display of genitalia, buttocks or breast in the presence of youth; and,
- Voyeurism.

Sexual harassment - Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures or actions of a derogatory or offensive sexual nature by one youth directed toward another. Repeated verbal comments or gestures of a sexual nature to a youth by a staff member, contract employee/vendor, volunteer, or visitor, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Sexual misconduct - Any behavior or act of a sexual nature, directed toward a person under the care, custody, or supervision of the department and/or collateral contact by the person in authority, including, but not limited to: family members, employers, friends, and other close associates.

Substantiated allegations - An allegation that was investigated and determined to have occurred.

Transgender - A person whose gender identity (i.e. internal sense of feeling male or female) is different from their physical gender identification.

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Unfounded allegations - An allegation that was investigated and determined not to have occurred.

Unsubstantiated allegations - An allegation that was investigated and determined that insufficient evidence existed as to whether or not the event occurred.

Visitors - A person who is granted access to see or spend time with a youth in an official/professional capacity, such as an attorney, clergy, social worker, CASA worker, law enforcement official or therapist.

Volunteer - An individual who donates time and effort to enhance the activities and the programs of the department.

Voyeurism - An invasion of privacy of a youth for reasons unrelated to official duties, such as peering at a youth who is using a toilet in his/her cell; requiring a youth to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a youth's naked body or of a youth performing bodily functions.

1008.2 AUTHORITY AND REFERENCES

Agency Content

- Board of State and Community Corrections Title 15 §§ 1350.5 and 1453;
- Department of Justice Standards on Prison Rape Elimination Act (PREA) 2003;
- California Penal Code § 11166;
- Juvenile Facility Services Policies: Appointment and Qualifications, Safety Checks, Classification, Separation Policy, Searches, Grievance Procedure, Reporting of Incidents and Other Information, Telephone Access, Access to Legal Services, Incentives and Discipline Process, Confidentiality, Intake Health Screening, Behavioral Health Services and Transfer to a Treatment Facility, General Treatment of Youth, Working with Youth of the Opposite Gender, Chain of Evidence, Duty Officer (DO), Summoning Law Enforcement & Reporting Suspected Child Abuse.
- Welfare and Institutions Code § 223

1008.3 POLICY

Agency Content

The Riverside County Probation Department is committed to maintaining an environment free from sexual abuse, sexual harassment, and sexual misconduct in its juvenile facilities. There is zero tolerance for anyone engaged in any form of sexual abuse, sexual harassment, or sexual misconduct of youth. Sexual abuse and sexual harassment of youth is prohibited by Federal and State law.

1008.4 PREVENTION

Agency Content

Riverside County Probation Department

Policy Manual

Prison Rape Elimination Act (PREA) of 2003

1008.4.1 EMPLOYEE TRAINING AND EDUCATION

Agency Content

All staff who have contact with youth shall be trained on their responsibility under PREA standards. New employees shall complete PREA training within their first year of employment. Each employee shall complete refresher training on PREA every two years from the date of initial training. The Department's Staff Development Unit shall monitor the PREA training and provide the PREA coordinator and compliance officers (COs) with a PREA training compliance report semi-annually.

1008.4.2 CONTRACT EMPLOYEE/VENDOR, VOLUNTEER AND VISITOR TRAINING AND EDUCATION

Agency Content

All contract employees/vendors, volunteers and visitors who have contact with youth shall be given the pamphlet, A Guide to the Prevention of and Reporting of Sexual Abuse and Sexual Harassment of Probation Clients, which contains information on their responsibilities regarding the prevention, detection, and reporting of sexual abuse and sexual harassment. (The CO shall maintain documentation as long as services are provided and for at least 4 four years after separation of services.) The documentation shall confirm the contract employees/vendors, volunteers, and visitors understood the training they received.

1008.4.3 YOUTH EDUCATION

Agency Content

During the admittance process, the detention control officer (DCO) shall explain the department's zero tolerance policy regarding sexual abuse and sexual harassment and have the youth sign the PREA advisement form. The youth shall be advised on how to report incidents or suspicions of sexual abuse or sexual harassment. The PREA advisement form shall be retained in the youth's facility file.

During the admittance process, staff shall discuss and review the Juvenile Facility Orientation Checklist with the youth. This includes their right to be free from sexual abuse and sexual harassment, the procedure for reporting such incidents, and the right to be free from retaliation for reporting such incidents. Youth shall be given a copy for reference. The unit supervising probation officer (SPO) shall ensure staff have placed a copy of the Juvenile Facility Orientation Checklist sign-off sheet in the youth's facility file and have entered the information into the client management system under detention contacts.

The CO shall ensure youth education materials are available in formats accessible to all youth, including those who are limited English proficient, deaf or hard of hearing, visually impaired or otherwise disabled, as well as to youth who have limited reading skills. The CO shall ensure the information is continuously and readily available or visible to youth through posters or other written formats. The PREA coordinator shall provide the material referenced above to the COs.

1008.4.4 MEDICAL AND BEHAVIORAL HEALTH CARE

Agency Content

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All medical and behavioral health staff shall be trained during their facility orientation in the following:

- (a) Proper detection and assessment of signs of sexual abuse and sexual harassment;
- (b) Effective and professional response to juvenile victims of sexual abuse and sexual harassment; and,
- (c) Procedures for reporting allegations or suspicions of sexual abuse and sexual harassment.

The facility manager or designee shall maintain documentation stating medical and behavioral health staff have received the above training.

1008.4.5 SUPERVISION AND MONITORING

Agency Content

The facility managers, through the duty officer (DO), shall maintain adequate staffing to ensure the safety and security of the youth.

Where available, video monitoring shall be used to assist in monitoring and protecting youth against sexual abuse or sexual harassment. In calculating adequate staffing levels, facility managers and DOs shall take into consideration the following:

- (a) Generally accepted detention and correctional practices;
- (b) Any judicial findings of inadequacy;
- (c) Any findings of inadequacy from Federal investigative agencies;
- (d) Any findings of inadequacy from internal or external oversight bodies;
- (e) All components of the facility's physical plant (including blind-spots or areas where staff or youth may be isolated);
- (f) The composition of the juvenile facility population;
- (g) The number and placement of SPOs;
- (h) Facility programs occurring on a particular shift;
- (i) Any applicable state or local laws, regulations or standards;
- (j) The prevalence of substantiated and unsubstantiated incidents of sexual abuse and harassment; and,
- (k) Any other relevant factors.

1008.4.6 UPGRADES TO FACILITIES AND TECHNOLOGIES

Agency Content

When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility managers and/or project manager shall consider the effect of the design, acquisition, expansion or modification on the department's ability to protect youth from sexual abuse or harassment.

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Prison Rape Elimination Act (PREA) of 2003

When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the facility managers and/or project manager shall consider how such technology may enhance the department's ability to protect youth from sexual abuse or sexual harassment.

1008.4.7 THIRD-PARTY REPORTING

Agency Content

Each facility, at its entrance, lobby or area in which the public has access, shall list the phone numbers to all the department's juvenile facilities with instructions on how to report sexual abuse and sexual harassment.

1008.5 DETECTION

Agency Content

1008.5.1 SCREENING FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

Agency Content

During the admittance process and every 180 days thereafter, unless an incident or information warrants a screening sooner, all youth shall be screened using the PREA Screening assessment in the client management system. Screening shall include gathering information on the following topics:

- (a) Prior sexual victimization or abusiveness;
- (b) Gender nonconforming appearance or manner; or identification as lesbian, gay or bisexual, transgender, queer or intersex, and whether the youth may, therefore, be vulnerable to sexual abuse;
- (c) Current charges and offense history;
- (d) Age;
- (e) Level of emotional and cognitive development;
- (f) Physical size and stature;
- (g) Mental illness or mental disabilities;
- (h) Intellectual or developmental disabilities;
- (i) Physical disabilities;
- (j) The youth's perception of vulnerability; and,
- (k) Any other specific information about the individual youth that may indicate heightened needs for supervision, additional safety precautions, or separation from certain other youth.

Staff shall ascertain this information through conversations with the youth during the admittance process, medical and behavioral health screenings; during classification assessments; and by reviewing court records, case files, facility behavioral records, and other relevant documentation from the youth's files.

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Youth shall be identified as either: Vulnerable to Victimization (VV), Sexually Aggressive Behavior (SAB) or Violent Aggressive Behavior (VAB), based on results from the assessment. This information shall be used as part of the youth's classification process in determining the appropriate housing unit, bed space, program, educational setting and work assignments. Staff and SPOs shall take precautionary measures when there are VV, SAB and VAB youth housed in the same unit.

When obtaining information during the intake process, if the youth indicates he/she has experienced prior sexual victimization or perpetrated sexual abuse, whether in a juvenile facility setting or in the community, staff shall complete, submit and distribute all the necessary paperwork/phone call(s) required of mandated reporters. Additionally, a behavioral health referral shall be made, staff shall complete an incident report and advise the DO. On-site health care staff shall follow up with the youth during the youth's health assessment.

Within 14 days behavioral health staff shall sign and date the behavioral health referral at the conclusion of their follow up and submit the signed behavioral health referral to the DO.

A behavioral health evaluation of all known youth-on-youth sexual abuse shall be conducted as soon as possible not to exceed 48 hours of the reported sexual abuse history. When deemed appropriate by behavioral health staff, treatment shall be offered.

Health care and behavioral health staff shall obtain informed consent from youth before reporting information about prior sexual victimization that did not occur in a juvenile facility setting, unless the youth is under the age of 18. If the youth is under the age of 18 and is vulnerable to victimization or a vulnerable person, health care and behavioral health staff shall advise the youth of their mandate to report to the DO and to follow mandatory reporting procedures.

The facility administrator shall be responsible for ensuring screenings of sexual victimization and abusiveness are being conducted in a timely manner and utilize reports in the client management system.

Information regarding a youth's propensity toward SAB, VAB or VV shall be considered sensitive information. It shall be shared with unit staff, supervisors, behavioral health staff, correctional health staff, and any other staff deemed appropriate by the unit supervisor or duty officer. This information shall be restricted to the extent that releasing it would expose the youth to exploitation by staff or other youth.

1008.6 RESPONSE

Agency Content

1008.6.1 REPORTING SEXUAL ABUSE OR SEXUAL HARASSMENT

Agency Content

Youth, who are the victim or have knowledge, suspicion or information regarding sexual abuse or harassment, may report it through the following means verbally, in writing, anonymously, or via third parties:

- (a) Grievance procedure;

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- (b) Directly to staff, contractors, volunteers or visitors;
- (c) Behavioral health referral;
- (d) Health care referral/nursing request;
- (e) Calling the toll-free PREA Hotline, or,
- (f) Contacting the ombudsman.

A youth's parent or legal guardian shall be allowed to file a complaint regarding allegations of sexual misconduct.

All juvenile facility staff, contract employees/vendors, volunteers and visitors shall report immediately to the DO and, if appropriate, document any knowledge, suspicion or information regarding:

- (a) Any incident of sexual abuse or sexual harassment that occurred in the facility or in another facility;
- (b) Retaliation against youth or staff who reported such incidents;
- (c) Any staff neglect or violation of responsibilities which may have contributed to an incident or retaliation; and/or
- (d) Any information that a youth may be at substantial risk of sexual abuse.
- (e) If the reporting party is a mandated reporter and the incident falls under the Sexual Abuse definition, complete a Suspected Child Abuse Report.

1008.6.2 IN THE EVENT A SEXUAL ABUSE INCIDENT HAS OCCURRED OR ALLEGEDLY OCCURRED

Agency Content

Staff first responder responsibilities:

- (a) Separate the victim from the abuser;
- (b) Assess the victim. If a life threatening condition exists, call 911;
- (c) Preserve and protect the crime scene until appropriate steps can be taken to collect any evidence. Physical evidence can be obtained up to 120 hours after an incident of abuse has occurred. If an incident is reported within that time frame, ensure the victim does not take any actions that could destroy physical evidence. This includes showering or washing, brushing teeth, changing clothes, urinating, defecating, drinking or eating;
- (d) Complete a Suspected Child Abuse Report form (one report per incident shall be completed by the initial staff involved) and submit it to the DO prior to the conclusion of the shift; and,
- (e) Document the information in an incident report in the client management system and submit it to the DO prior to the conclusion of the shift.

Duty officer (DO) responsibilities:

- (a) Immediately respond to the scene and assess the victim;

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- (b) Ensure the victim is separated from the alleged perpetrator. Isolate the alleged perpetrator or place the alleged perpetrator in a dry cell, if possible, (cell without a sink or toilet) to help preserve evidence.
- (c) Interviews may be conducted with the alleged perpetrator based on age requirements. Miranda warning must be cited prior to the interview, and before the waiver of any Miranda rights, a youth 17 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived.
- (d) Determine if the elements of a sexual abuse incident are present. If so, contact the facility manager(s) and provide a detailed assessment of the situation;
- (e) At the direction of the facility manager or designee, initiate a preliminary investigative assessment (PIA) regarding any allegation of sexual abuse. The PIA shall be completed within 24 hours unless approved by the facility manager(s);
- (f) Submit the PIA report to the facility manager(s);
- (g) Ensure the PIA clearly states whether the allegation was substantiated, unsubstantiated or unfounded;
- (h) At the direction of facility management, contact the local law enforcement agency of jurisdiction to initiate a criminal investigation;
- (i) Request on-site health care and behavioral health staff to respond. Ensure the victim receives on-site health and behavioral health care, as needed. Follow directives of medical staff or law enforcement for the treatment of or collection of evidence.
- (j) Contact Riverside Area Rape Crisis Center for victim advocacy.
- (k) Collect incident reports from all staff involved prior to the end of their shifts; and,
- (l) Ensure mandated reporters complete a Suspected Child Abuse Report form (one report per incident shall be completed by the initial staff involved).

Facility manager or designee responsibilities:

- (a) Notify the Chief Deputy Probation Officer for Institutions;
- (b) Notify the department's Probation Human Resources Division Director; and,
- (c) Ensure the victim's parent/legal guardians are notified within 24 hours of incident. If the Department of Public Social Services (DPSS) has guardianship of the victim, ensure his/her social worker is notified.
- (d) Ensure the victim's attorney of record is notified within 14 days of receiving the allegation.
- (e) Ensure a PIA is completed on all youth-on-youth sexual abuse and the victim is separated from the perpetrator; and
- (f) Ensure appropriate actions are taken based on the results of the PIA report.

On-site health care and behavioral health staff responsibilities:

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- (a) Each facility shall offer medical and behavioral health evaluations and appropriate treatment to all youth who have been victimized in a Riverside County Probation juvenile facility.
- (b) The evaluation and treatment shall include follow-up services, treatment plans and when necessary, referrals for continued care upon their transfer to or placement in other facilities and or upon their release from care.
- (c) Health care and behavioral health services shall be consistent with the level of community care.
- (d) A youth who is a victim of vaginal penetration, while in the department's facilities, shall be offered pregnancy tests. If the youth tests positive for being pregnant, the youth shall receive timely and comprehensive information about, and timely access to, all lawful pregnancy- related health care services.
- (e) Youth who are victims of sexual abuse, while in the department's facilities, shall be offered tests for sexually transmitted diseases.
- (f) Treatment services shall be provided to the youth without financial cost and regardless of whether the youth names the abuser or cooperates with any investigation arising from the incident.

1008.6.3 IN THE EVENT A SEXUAL HARASSMENT INCIDENT HAS OCCURRED OR ALLEGEDLY OCCURRED

Agency Content

Staff first responder responsibilities:

- (a) Intervene and stop the harassment;
- (b) Separate the youth from the harasser; and,
- (c) Document the information in an incident report in the client management system and submit it to the DO prior to the conclusion of the shift.

Duty officer (DO) responsibilities:

- (a) Ensure staff separated the victim from the harasser;
- (b) At the direction of the facility manager, initiate a PIA regarding any allegation of sexual harassment. The PIA shall be completed within 24 hours unless approved by the facility manager(s);
- (c) Submit the PIA report to the facility manager(s); and,
- (d) Ensure the PIA clearly states whether the allegation was substantiated, unsubstantiated or unfounded.

Facility manager responsibilities:

- (a) Report any sexual harassment by staff to the department's Probation Human Resources Division Director;
- (b) Ensure a PIA is completed on all youth-on-youth sexual harassment and the victim is separated from the harasser; and,

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- (c) Ensure appropriate actions are taken based on the results of the PIA report.

1008.6.4 PROFESSIONAL STANDARDS BUREAU DIVISION DIRECTOR RESPONSIBILITIES

Agency Content

Respond to allegations of sexual abuse or sexual harassment by staff by assigning appropriately trained investigators to conduct an administrative investigation.

Ensure department investigators have received the following training:

- (a) How to conduct investigations of sexual abuse and sexual harassment in confinement facilities;
- (b) Interviewing techniques for sexual abuse/harassment victims;
- (c) Proper use of Miranda and Garrity Warning; and,
- (d) Sexual abuse/harassment evidence collection in confinement settings. Maintain documentation that the required training has been completed.

Maintain communication with the local law enforcement agency conducting the criminal investigation to assist with the administrative investigation.

An investigation shall not be terminated even if the source of the investigation recants, resigns or is released from custody.

Youth who report sexual abuse shall not be required to submit to a polygraph or other truth verification devices as a condition to proceed with an investigation.

1008.6.5 COMPLIANCE OFFICER (CO) RESPONSIBILITIES

Agency Content

The facility CO will ensure youth have access to outside victim advocates for emotional support services by posting toll-free hotline numbers to Rape Crisis Centers.

Sexual misconduct incident review: Within 30 days of a sexual misconduct investigation, the CO shall convene an incident review panel comprised of the PREA coordinator, the CO, a line supervisor and on-site health care or behavioral health staff. The purpose of the panel is to determine:

- (a) If a change in policy or practice is needed to better prevent, detect, or respond to sexual abuse;
- (b) If the incident was motivated by race, ethnicity, gender, identity, lesbian, gay, bisexual, transgender or intersex identification, status or perceived status, gang affiliation, or was motivated or otherwise caused by a group's dynamics at the facility;
- (c) If staffing patterns or physical barriers contributed to the abuse; and,
- (d) If the use of technology could have supplemented supervision.

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The CO shall submit the incident review panel's findings to the Chief Deputy Probation Officer for Institutions. The facility shall implement recommended changes or document reasons for not implementing changes.

The CO shall monitor for retaliation against a youth or staff who reported sexual abuse or sexual harassment, or who cooperated with a sexual abuse or sexual harassment investigation. If there is a continued need to monitor past 90 days, the PREA coordinator and the Chief Deputy Probation Officer for Institutions shall be notified. The CO shall employ necessary protection measures such as; living unit changes or transfers, removal of alleged staff or youth abusers from contact with victims and emotional support services for youth or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with an investigation. For at least 90 days following a report of sexual abuse/harassment, the CO shall:

- (a) Monitor the conduct or treatment of youth or staff who reported the sexual abuse/harassment and of youth who were reported to have suffered sexual abuse/harassment to determine if there are changes which may suggest possible retaliation by youth or staff;
- (b) Act promptly to protect against retaliation;
- (c) Monitor youth disciplinary reports, housing or program changes, negative performance reviews, and reassignments of staff;
- (d) Continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need; and,
- (e) If an extension is necessary, notify the PREA coordinator and Chief Deputy Probation Officer for Institutions.

The monitoring requirement shall be terminated if it is determined the allegation was unfounded.

1008.7 DISCIPLINE AND/OR CORRECTIVE ACTIONS

Agency Content

1008.7.1 YOUTH

Agency Content

The disciplinary process shall consider whether a youth's mental disabilities or mental illness contributed to his/her behavior when determining what type of sanction, if any, should be imposed.

A report of sexual abuse made in good faith based upon a reasonable belief the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

Sexual activity between youth in juvenile facilities is prohibited and is subject to disciplinary actions for such activity. The department may not, however, deem such activity to constitute sexual abuse if it determines the activity is not coerced.

1008.7.2 STAFF

Agency Content

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Staff shall be subject to disciplinary sanctions up to termination for violating this policy.

1008.7.3 CONTRACT EMPLOYEES/VENDORS, VOLUNTEERS AND VISITORS

Agency Content

Any contract employee/vendor, volunteer or visitor who engages in sexual abuse or sexual misconduct shall be prohibited from contact with youth in the department's facilities. They shall be reported to relevant licensing bodies.

Corrective action shall be taken for those who engage in sexual harassment of a youth in a department facility. The facility manager(s) shall determine whether contact with the youth is prohibited.

In case of contract employees and vendors, the department shall report such incident to the contractor/service provider and demand corrective action. A failure to comply to the department's satisfaction could result in a termination of the contract agreement.

1008.8 ADVISEMENT OF DISPOSITION OF A SEXUAL ABUSE INVESTIGATION

Agency Content

At the completion of the investigation, the youth who are still detained shall be notified whether their allegation of sexual abuse was substantiated, unsubstantiated or unfounded.

Following a youth's allegation that a staff member has committed sexual misconduct against the youth (unless the allegation was unfounded), the victim shall be notified in writing the following:

- (a) If the staff member shall be assigned to the youth's living unit;
- (b) If the staff member shall remain employed at the facility;
- (c) If the staff member has been indicted on a charge related to sexual abuse; and,
- (d) If the staff member has been convicted on a charge related to sexual abuse.

Following a youth's allegation that he/she has been sexually abused by another youth, the victim shall be notified in writing the following:

- (a) If the youth perpetrator has been indicted on a charge related to sexual abuse; and,
- (b) If the youth perpetrator has been convicted on a charge related to sexual abuse.

Any notifications shall be documented, signed by the youth and placed in the youth's facility file.

1008.9 AUDIT

Agency Content

1008.9.1 DATA COLLECTION

Agency Content

The CO shall complete the Survey of Sexual Violence (Juvenile Incident Form) for each allegation of sexual abuse and sexual harassment involving staff, except for those unfounded. The completed survey shall be forwarded to the PREA coordinator. The form is located here.

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The PREA coordinator shall provide the data from the previous calendar year to the Department of Justice, upon request.

1008.9.2 DATA REVIEW FOR CORRECTIVE ACTION

Agency Content

Annually, the PREA coordinator and COs shall submit a report to the Chief Deputy Probation Officer of Institutions after reviewing collected data in order to assess and improve the effectiveness of sexual abuse prevention, detection and response policies, practices and training, including:

- (a) Identifying problems;
- (b) Taking corrective action on an ongoing basis; and,
- (c) Preparing an annual report of its findings and corrective actions.

The report shall include a comparison of the current year's data and corrective actions from the prior years. It shall provide an assessment of the department's progress in addressing sexual abuse and sexual harassment.

1008.9.3 DATA STORAGE, PUBLICATION AND DESTRUCTION

Agency Content

The PREA coordinator shall secure and retain all data collected regarding sexual abuse and sexual harassment for a minimum of ten (10) years unless Federal, State or local laws require otherwise.

Date last reviewed: 01/12/2024

Date(s) revised: 01/12/2024; 10/08/2020; 10/30/2019; and 05/05/2016

Created: 03/01/2009

Attachments:

1. PREA Incident Checklist Harassment
2. PREA Incident Checklist Sexual Abuse
3. PREA Protocol
4. PREA Incident Review Panel Summary
5. Survey Of Sexual Victimization



EXHIBIT C, ATTACHMENT 1

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PREA Incident Checklist (Harassment)

IR# _____

☐ IJH ☐ SJH ☐ YTEC☐ Detention ☐ Pathways to Success ☐ Treatment

Reporting Information			
Victim Name:	_____	IID:	_____
Alleged Suspect(s) Name:	_____	DOB:	_____
	_____	IID:	_____
	_____	DOB:	_____
	_____		_____
Date Reported:	_____	Time Reported:	_____
Date of Incident:	_____	Report Received Via:	_____
	_____	Unit/ Location:	_____
Incident Type:	☐ Sexual Harassment Youth on Youth ☐ Sexual Harassment Staff on Youth		

**Incidents Involving Staff are Confidential and are not Documented in the Client Management System

Duty Officer Section	
Duty Officer Completing Checklist: _____	
Sworn First Responder:	_____ ☐ N/A
Non-Sworn First Responder and Department:	_____ ☐ N/A
Non-Sworn Department/Organization: _____	
Duty Officer Notified ☐ No ☐ Yes	Interpreter Utilized ☐ No ☐ Yes
Separate the Victim and Suspect ☐ No ☐ Yes	Alleged Suspect Placed on Separation ☐ No ☐ Yes
Incident Report Submitted Prior to Leaving the Facility ☐ No ☐ Yes. If No, Why? _____	
Duty Officer Section: Notification	
Date Victims DPO Notified: _____	Name of DPO Notified: _____
Date Manager Notified: _____	Name of Facility Manager Notified: _____
Duty Officer Section: Behavioral Health (BHS) and Correctional Health Services (CHS) Notification	
Victim seen by BHS ☐ No ☐ Yes	BH Staff Notified: _____
Suspect seen by BHS ☐ No ☐ Yes	☐ On Site ☐ On Call
Victim seen by CHS ☐ No ☐ Yes	Nurse Notified: _____
Suspect seen by CHS ☐ No ☐ Yes	

Updated 1/12/24

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Manager Section: Notification

Manager Completing Checklist: _____ Date: _____

Date PIA was Assigned: _____ Name of SPO Assigned: _____

Date CPDO Institutions Notified: _____ Name of CDPO Notified: _____

Law Enforcement Referral ☐ No ☐ Yes If Yes, Policy Report #: _____

Agency: _____ Officer/Badge: _____

Victims Parent/Guardian Notified within 24 Hours ☐ No ☐ Yes Name of Person Contacted: _____

Manager Section: Follow up

PIA Outcome: _____ Unit SPO to Update PREA Assessment on Victim ☐ No ☐ Yes

☐ Unfounded ☐ Unsubstantiated ☐ Substantiated Unit SPO to Update PREA Assessment on Suspect ☐ No ☐ Yes

Referred to District Attorneys Officer ☐ No ☐ Yes ☐ N/A If Yes, Date Referred: _____

(If Involving Staff) Referred to Professional Standards Bureau ☐ N/A Date Referred: _____

Submitted to the PREA Compliance Officer on: _____

Compliance Officer Section

PREA Compliance Officer Completing Checklist: _____ Date: _____

Review and Finalize the PREA Packet:

- ☐ Incident Report(s) Completed.
- ☐ PREA Risk Assessment Updated on Victim, if Applicable.
- ☐ PREA Risk Assessment Updated on Suspect, if Applicable.
- ☐ PREA PIA Completed with Findings Attached.
- ☐ All Other Related Documentation Attached.

Compliance Officer Section: Notification

PREA Coordinator Notified and PREA Packet Sent to preacompliance@RIVCO.ORG Date: _____

PREA Packet Sent to PREA Coordinator at preacompliance@RIVCO.ORG Date: _____

Victim Notified Required for any Unsubstantiated or Substantiated Cases ☐ Yes, Date: _____

☐ No, Incident was Unfounded



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Compliance Officer Section: Incident Follow Up

Incident Report Panel Must be Completed **Within 30 Days** from Reported Incident

Incident Report Panel Completed on: _____

Incident Review Panel Concludes Findings to be: ☐ Substantiated Sexual Harassment
☐ Unsubstantiated Sexual Harassment
☐ Unfounded Sexual Harassment

Incident Review Panel Packet Completed and Sent to preacompliance@RIVCO.ORG on: _____

90 Days Retaliation Monitoring: Review for all Investigation (excluding unfounded/ no evidence), Assign Staff to Monitor the Victim and Youth / Staff Who Participated in the Investigation

Staff Assigned: _____ Assigned On: _____ Concluded On: _____

If the Youth is Transferred, Notify the Receiving Facility to Assign Staff to Monitor ☐ Yes ☐ N/A

Department PREA Coordinator Name

Date Packet Received

Department PREA Coordinator
Signature

Date to CDPO



EXHIBIT C, ATTACHMENT 2
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PREA Incident Checklist (Sexual Assault) IR# _____

☐ IJH ☐ SJH ☐ YTEC

☐ Detention ☐ Pathways to Success ☐ Treatment

Reporting Information			
Victim Name: _____	IID: _____	DOB: _____	
Alleged Suspect(s) Name: _____	IID: _____	DOB: _____	
_____	_____	_____	
_____	_____	_____	
Date Reported: _____	Time Reported: _____	Report Received Via: _____	
Date of Incident: _____	Time of Incident: _____	Unit/ Location: _____	
Incident Type: ☐ Sexual Assault/Abuse Youth on Youth ☐ Sexual Assault/Abuse Staff on Youth			
**Incidents Involving Staff are Confidential and are not Documented in the Client Management System			

Duty Officer Section	
Duty Officer Completing Checklist: _____	
Sworn First Responder: _____	☐ N/A
Non-Sworn First Responder and Department: _____	☐ N/A
Non-Sworn Department/Organization: _____	
Duty Officer Notified ☐ No ☐ Yes	Interpreter Utilized ☐ No ☐ Yes
Separate the Victim and Suspect ☐ No ☐ Yes	Alleged Suspect Placed on Separation ☐ No ☐ Yes
Crime Scene and Evidence Preservation:	
☐ Preserve/Protect the Scene and/or Any Evidence.	
☐ Place Victim and or Suspect in a Dry Cell	
☐ Request Victim and Ensure the Suspect Does Not Wash, Brush Teeth, Change Clothing, Urinate, Eat or Drink.	
Incident Report Submitted Prior to Leaving the Facility ☐ No ☐ Yes. If No, Why? _____	
Duty Officer Section: Notification	
Date Victims DPO Notified: _____	Name of DPO Notified: _____
Date Manager Notified: _____	Name of Facility Manager Notified: _____



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Duty Officer Section: Behavioral Health (BHS) and Correctional Health Services (CHS) Notification

Identify If the Incident Occurred Within 120 Hours of Being Reported? ☒ No ☐ Yes

Victim seen by BHS ☐ No ☐ Yes BH Staff Notified: _____

Suspect seen by BHS ☐ No ☐ Yes ☐ On Site ☐ On Call

Victim seen by CHS ☐ No ☐ Yes Nurse Notified: _____

Suspect seen by CHS ☐ No ☐ Yes

Was the Victim Transported to the Hospital for A Forensic Exam? ☐ No ☐ Yes

If not, why? _____

Victim Advocate: For Allegations of Non-Consensual Acts, Offer the Victim Access to a Victim Advocate. Riverside and Southwest Area Contact the Riverside Area Rape Crisis Center at **951-686-7273** and Request for a Victim's Advocate to Respond to Riverside County University Medical System (RUHS).

Desert Area Contact the Coachella Valley Sexual Assault Services at **760-568-9071** and Request a Victim's Advocate to Respond to John F Kennedy Hospital.

☐ Victim Accepted ☐ Declined a Victim Advocate

If Accepted, Name and Agency of the Advocate: _____

Did the Advocate Participate in Any of the Following:

☐ Forensic Examination

☐ Investigative Interviews

☐ Emotional Support / Crisis Intervention

Manager Section: Notification

Manager Completing Checklist: _____ Date: _____

Date PIA was Assigned: _____ Name of SPO Assigned: _____

Date CPDO Institutions Notified: _____ Name of CDPO Notified: _____

Law Enforcement Referral ☐ No ☐ Yes If Yes, Policy Report #: _____

Agency: _____ Officer/Badge: _____

Victims Parent/Guardian Notified within 24 Hours Name of Person Contacted: _____

☐ No ☐ Yes

Manager Section: Follow up

PIA Outcome: _____ Unit SPO to Update PREA Assessment on Victim ☐ No ☐ Yes

☐ Unfounded ☐ Unsubstantiated ☐ Substantiated Unit SPO to Update PREA Assessment on Suspect ☐ No ☐ Yes

Referred to District Attorneys Officer ☐ No ☐ Yes ☐ N/A If Yes, Date Referred: _____

(If Involving Staff) Referred to Professional Standards Bureau ☐ N/A Date Referred: _____

Submitted to the PREA Compliance Officer on: _____



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Compliance Officer Section	
PREA Compliance Officer Completing Checklist: _____	Date: _____
Review and Finalize the PREA Packet:	☐ Incident Report(s) Completed. ☐ PREA Risk Assessment Updated on Victim, if Applicable. ☐ PREA Risk Assessment Updated on Suspect, if Applicable. ☐ PREA PIA Completed with Findings Attached. ☐ All Other Related Documentation Attached.
Compliance Officer Section: Notification	
PREA Coordinator Notified and PREA Packet Sent to <u>preacompliance@RIVCO.ORG</u>	Date: _____
PREA Packet Sent to PREA Coordinator at <u>preacompliance@RIVCO.ORG</u>	Date: _____
Victim Notified Required for any Unsubstantiated or Substantiated Cases	☐ Yes, Date: _____ ☐ No, Incident was Unfounded
Compliance Officer Section: Incident Follow Up	
Incident Report Panel Must be Completed Within 30 Days from Reported Incident	
Incident Report Panel Completed on: _____	
Incident Review Panel Concludes Findings to be: ☐ Substantiated Sexual Assault ☐ Unsubstantiated Sexual Assault ☐ Unfounded Sexual Assault	
Incident Review Panel Packet Completed and Sent to <u>preacompliance@RIVCO.ORG</u> on: _____	
90 Days Retaliation Monitoring: Review for all Investigation (excluding unfounded/ no evidence), Assign Staff to Monitor the Victim and Youth / Staff Who Participated in the Investigation	
Staff Assigned: _____	Assigned On: _____ Concluded On: _____
If the Youth is Transferred, Notify the Receiving Facility to Assign Staff to Monitor ☐ Yes ☐ N/A	

Department PREA Coordinator Name _____ Date Packet Received _____

Department PREA Coordinator Signature _____ Date to CDPO _____

EXHIBIT C, ATTACHMENT 3



RIVERSIDE COUNTY PROBATION DEPARTMENT

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TO: All Institutional Staff

FROM:

DATE: 01/12/2024

RE: Prison Rape Elimination Act (PREA) Protocol

The protocol listed below is to provide guidance in responding to a reported PREA Incident. All staff are encouraged to know and understand the PREA Policy as well as this protocol. When in doubt the PREA Policy is the ultimate guide but this will help with specific duties when faced with a PREA incident.

I. PROTOCOL:

A. Reporting Sexual Abuse or Sexual Harassment:

- 1. Youth:** Youth, who are the victim or have knowledge, suspicion, or information regarding sexual abuse or harassment, may report through the following means:
 - a. Grievance procedure;
 - b. Directly to staff, contractors, volunteers or visitors;
 - c. Behavioral Health staff;
 - d. Correctional Health staff; or
 - e. Contact the Ombudsman by dialing #7 on the living unit pay phone.
 - 2. Contract employees/vendors, volunteers, or visitors:** who have knowledge, suspicion, or information regarding sexual abuse or harassment, shall report immediately to the duty officer and document any knowledge, suspicion, or information regarding:
 - a. An incident of sexual abuse and sexual harassment that occurred in the facility or in another facility;
 - b. Retaliation against youth or staff who reported such incidents;
 - c. Any staff neglect or violation of responsibilities which may have contributed to an incident or retaliation; and/or
-

- d. Any information that a youth may be at substantial risk of sexual abuse.

If the reporting party is a mandated reporter and the incident falls under the Sexual Abuse definition, complete a Suspected Child Abuse Report.

- 3. **Ombudsman:** who has knowledge, suspicion, or information regarding sexual abuse or harassment, shall document any knowledge, suspicion, or information as follows:

- a. Complete the Ombudsman Contact Feedback sheet. Be sure to provide enough detail for appropriate follow up (approximate date time of incident, location and who was involved).
 - i. *At the facility:* Present the Ombudsman Contact sheet to the Duty Officer for signature. The Duty Officer shall make a copy for the facility and follow up as described in section 6.
 - ii. *Off site or information acquired via telephone:* Scan and send copy of the Ombudsman Contact to the Duty Officer at the appropriate facility as listed on the Ombudsman contact sheet and send a copy to the PREA Coordinator (PreaCompliance@rcprob.us).

- 4. **Sworn Staff:** who has knowledge, suspicion, or information regarding sexual abuse or harassment, shall document any knowledge, suspicion, or information as follows:

- a. Report immediately to the duty officer and document any knowledge, suspicion, or information regarding:
 - i. An incident of sexual abuse and sexual harassment that occurred in the facility or in another facility;
 - ii. Retaliation against youth or staff who reported such incidents;
 - iii. Any staff neglect or violation of responsibilities which may have contributed to an incident or retaliation; and/or
 - iv. Any information a youth may be at substantial risk of sexual abuse.
- b. Response to possible sexual abuse:
 - i. Separate the victim from the abuser;
 - ii. Assess the victim. If a life threatening condition exists, call 911;
 - iii. Preserve and protect the crime scene until appropriate steps can be taken to collect any evidence. Physical evidence can be obtained up to 120 hours after an incident of abuse has occurred. If an incident is reported within that time frame, ensure the victim does not take any actions that could destroy physical evidence. This includes showering or washing, brushing teeth, changing clothes, urinating, defecating, drinking, or eating;
 - iv. Complete a Suspected Child Abuse Report and submit it to the duty

- officer prior to the conclusion of the shift; and
 - v. Document the information in an incident report and submit it to the duty officer prior to the conclusion of the shift.
 - c. Response to possible sexual harassment:
 - i. Intervene and stop the harassment;
 - ii. Separate the youth from the harasser; and
 - iii. Document the information in an incident report and submit to the duty officer
- 5. Correctional Health and Behavioral Health:** who has knowledge, suspicion, or information regarding sexual abuse or harassment, shall document any knowledge, suspicion, or information as follows:
- a. Each facility shall offer medical and behavioral health evaluations and appropriate treatment to all youth who have been victimized in a Riverside County Probation facility.
 - b. As required, complete a Suspected Child Abuse Report and submit it to the duty officer prior to the conclusion of the shift.
 - c. The evaluation and treatment shall include follow-up services, treatment plans, and when necessary, referrals for continued care upon their transfer to or placement in other facilities and or upon their release from care.
 - d. Medical and behavioral health services shall be consistent with the level of community care.
 - e. A youth who is a victim of vaginal penetration while in the department's facilities shall be offered pregnancy tests. If the youth tests positive for being pregnant, the youth shall receive timely and comprehensive information about, and timely access to, all lawful pregnancy-related medical services.
 - f. Youth who are victims of sexual abuse while in the department's facilities shall be offered tests for sexually transmitted diseases.
 - g. Treatment services shall be provided to the youth without financial cost and regardless of whether the youth names the abuser or cooperates with any investigation arising from the incident.

6. Duty Officer

- a. Response to a report of possible sexual abuse:
 - i. Initiate the PREA REPORTED INCIDENT RESPONSE CHECKLIST (Probation Intranet – PREA folder)
 - ii. Immediately respond to the scene and review the assessment of the victim;
 - iii. Ensure the victim is separated from the alleged perpetrator. Isolate the alleged perpetrator or place the alleged perpetrator in a dry cell to help preserve evidence. Do not interview the alleged perpetrator;
 - iv. Determine if the elements of a sexual abuse incident are present. If so,

- contact the facility managers and provide a detailed assessment of the situation;
 - v. Contact the Facility Manager and if needed local law enforcement agency of jurisdiction to initiate a criminal investigation;
 - vi. Request medical and behavioral health staff to respond. Ensure the victim receives on-site medical and behavioral health care, as needed, prior to transporting the victim to Riverside County Regional Medical Center for a Sexual Assault Forensic Examination (SAFE) or Sexual Assault Nurse's Examination (SANE);
 - vii. Contact nearest Rape Crisis Center:
 - i. (Riverside and Southwest) Riverside Area Rape Crisis Center at 951-686-7273 and request for a victim's advocate to respond to Riverside University Medical Center;
 - ii. (Desert) Coachella Valley Sexual Assault Services at 760-568-9071 and request a victim's advocate to respond to John F. Kennedy Hospital.
 - viii. Collect incident reports from all staff involved prior to the end of their shifts;
 - ix. Ensure mandated reporters complete a Suspected Child Abuse Report and submit it to the duty officer prior to the conclusion of the shift.;
 - x. Gather all documentation, incident reports, the PREA Incident Checklist for Duty Officers, PIA report, police report and other documentation related to the event and forward as a packet to the PREA Compliance Officer (Asst. Director)
 - xi. For all substantiated Sexual Abuse, ensure the victim's attorney of record is notified within 14 days of the investigative finding.
- b. Response to sexual harassment:
- i. Initiate the PREA REPORTED INCIDENT RESPONSE CHECKLIST (Probation Intranet – PREA folder)
 - ii. Ensure staff separated the victim from the harasser;
 - iii. Determine if the elements of a sexual harassment incident are present. If so, contact the facility managers and provide a detailed assessment of the situation;
 - iv. Contact the facility manager and if needed local law enforcement agency of jurisdiction to initiate a criminal investigation;
 - v. Initiate a preliminary investigative assessment (PIA) regarding any allegation of sexual harassment. The **PIA shall be completed within 24 hours** and submitted to the facility managers unless approved otherwise by facility manager;
 - vi. Forward the incident reports, the PREA PIA and other documentation related to the event to the PREA Compliance Officer (facility assistant director), and

- vii. Ensure the PIA report clearly states whether the allegation was substantiated, unsubstantiated, or unfounded.

7. PREA Compliance Officer (*Each Facility's Asst. Director*)

- a. Ensure the PREA REPORTED INCIDENT RESPONSE CHECKLIST is followed by the Duty Officer.
- b. Complete the last section of the PREA REPORTED INCIDENT RESPONSE CHECKLIST marked "PREA Compliance Use Only."
- c. Ensure the incident reports, the PREA Incident Checklist for Duty Officers, PIA report, police report and other documentation related to the event are forwarded to the department PREA Coordinator.
- d. PREA incident review: Within 30 days of a PREA investigation, the Compliance Officer shall convene an incident review panel comprised of department PREA Coordinator, the facility Compliance Officer, a representative from the Department of Behavioral Health (DBH) and as needed a representative from Correctional Health Services(CHS). This shall be documented on the INCIDENT REVIEW PANEL form. The purpose of the panel is to determine:
 - i. If a change in policy or practice is needed to better prevent, detect, or respond to sexual abuse.
 - ii. If the incident was motivated by race, ethnicity, gender, identity, lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status, gang affiliated, or was motivated or otherwise caused by a group's dynamics at the facility.
 - iii. If staffing patterns or physical barriers contributed to the abuse; and
 - iv. If the use of technology could have supplemented supervision.
- e. The PREA Compliance Officer shall submit the panel's findings on the INCIDENT REVIEW PANEL form to the Chief Deputy – Institutions and the PREA Coordinator. The facility shall implement recommended changes or document reasons for not implementing changes.
- f. The PREA Compliance Officer shall monitor for retaliation against a youth or staff who reported sexual abuse or harassment or who cooperated with a sexual abuse or sexual harassment investigation. If there is a continued need to monitor past 90 days, the PREA Coordinator and the Chief Deputy of Institutions shall be notified.
- g. The PREA Compliance Officer shall employ necessary protection measures, such as housing unit changes or transfers, removal of alleged staff or youth abusers from contact with victims, and emotional support services for youth or staff who fear retaliation for reporting sexual abuse or harassment or for cooperating with an investigation.
- h. For at least 90 days following a report of sexual abuse, the Compliance Officer shall:
 - i. Monitor the conduct or treatment of youth or staff who reported the sexual abuse and of youth who were reported to have suffered sexual

- abuse to determine if there are changes which may suggest possible retaliation by youth or staff;
- ii. Act promptly to protect against retaliation;
- iii. Monitor youth disciplinary reports, housing or program changes, or negative performance reviews or reassignments of staff.
- iv. Continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need; and
- v. In cases of an extension, notify the PREA Coordinator and Chief Deputy of Institutions.
- vi. Upon completion of the 90-day monitoring the PREA compliance Checklist "90 Day Retaliation Monitoring" section shall be completed and the checklist resent to the PREA Coordinator and the Chief Deputy of Institutions.
- i. Monitoring of youth shall be included in the 30-day case plan.
 - i. The monitoring requirement shall be terminated if it is determined the allegation was unfounded.
 - ii. Ensure youth have access to outside victim advocates for emotional support services by posting toll free hot line numbers to Rape Crisis Centers.

8. Facility Manager

- a. Response to a report of possible sexual abuse:
 - i. Ensure the PREA REPORTED INCIDENT RESPONSE CHECKLIST is followed.
 - ii. Ensure a PIA report is immediately completed on all sexual abuse and the victim is separated from the abuser; and
 - iii. Notify Chief Deputy – Institutions (CDPO of Institutions);
 - iv. Notify the PREA Coordinator
 - v. Report any sexual abuse by staff to the department's Personnel Services Division Director.
 - i. Ensure the victim's parents or legal guardians are notified within 24 hours of incident. If the victim's guardianship is with child welfare system, ensure the caseworker is notified.
 - ii. Ensure the incident reports, the PREA Incident Checklist for Duty Officers, PIA report, police report and other documentation related to the event are forwarded to the department PREA Coordinator.
 - iii. Ensure a PREA Incident Review Panel is conducted within 30 days of the incident.
 - i. Ensure any recommendations from the Incident Review Panel are implemented or document reasons for not implementing changes.
- b. Response to sexual harassment:
 - i. Ensure the PREA REPORTED INCIDENT RESPONSE CHECKLIST is followed.

- ii. Ensure a PIA is completed on all youth on youth sexual harassment and the victim is separated from the harasser; and
- iii. Ensure appropriate actions are taken based on the PIA.
- iv. Report any sexual harassment by staff to the department's Professional Standards Bureau Manager.
- v. Ensure the victim's parents or legal guardians are notified within 24 hours of incident. If the victim's guardianship is with child welfare system, ensure the caseworker is notified.
- vi. Ensure the incident reports, the PREA Incident Checklist for Duty Officers, PIA report, police report and other documentation related to the event are forwarded to the department PREA Coordinator.
- vii. Ensure a PREA Incident Review Panel is conducted within 30 days of the incident.
- viii. Ensure any recommendations from the Incident Review Panel are implemented or document reasons for not implementing changes.

9. Professional Standards Bureau Manager

- a. Respond to allegations of sexual abuse or sexual harassment by staff by assigning appropriately trained investigators to conduct an administrative investigation.
- b. Ensure department investigators have received the following training:
 - i. How to conduct investigations of sexual abuse in confinement facilities;
 - ii. Interviewing techniques for sexual abuse victims;
 - iii. Proper use of Miranda and Garrity warning; and
 - iv. Sexual abuse evidence collection in confinement settings.
- c. Maintain documentation that the required training has been completed.
- d. Maintain communication with the local law enforcement agency conducting the criminal investigation to assist with the administrative investigation.
- e. An investigation shall not be terminated even if the reporting party recants, resigns, or is released from custody.
- f. Youth who report sexual abuse shall not be required to submit to a polygraph or other truth verification devices as a condition to proceed with an investigation.

10. PREA Coordinator

- a. Develops and maintains system-wide PREA operating procedures; monitors responsibilities of each facility's PREA Compliance Manager; provides technical guidance, assistance and feedback department-wide to ensure compliance is met. Serves as the primary contact and resource for management on PREA related inquiries and procedural questions.
- b. Monitors and provides PREA related program services, educational materials and training to internal and external stakeholders to ensure they effectively support departmental goals; oversees the development of educational materials

such as bulletin board posters, brochures and staff guides to educate staff and offenders regarding PREA reporting.

- c. Develops and maintains resources to enable 24 hour reporting for offenders and third parties, and to assure the Department's response to sexual violence is appropriate and adequate; monitors the quality of investigations by establishing a communication flow with each division.
- d. Coordinates the design and implementation of new programs, policies and procedures which affect the agency on PREA. Represents the Department and serves as a resource on national, state and local levels concerning the department's efforts on PREA issues.
- e. Prepares and submits formal reports to the Administration and the U.S. Department of Justice and Director regarding management of PREA standards; reviews audit procedures and provides evaluation responses. Informs agency division heads of critical PREA issues, training needs or information updates.
- f. Prepares and submits formal reports quarterly to the Chief Deputy Probation Officer of Institutions that lists the PREA reported incidents. Such report shall include Incident type, Incident date, a brief description of the incident and the recommendations of the Incident Review Panel and of the case disposition.

11. Chief Deputy Probation Officer of Institutions

- a. Ensures Riverside County Probation Department is committed to maintaining an environment free from sexual abuse and sexual harassment of youth in its facilities and ensures there is zero tolerance for anyone engaged in any form of sexual abuse or sexual harassment of youth.
- b. Shall designate a department PREA Coordinator. This individual shall be a management level staff with sufficient time and authority to develop, implement, and oversee the department's efforts to comply with PREA standards.
- c. The Chief Deputy Probation Officer of Institutions shall review PREA Incident panel report and related recommendations. The Chief Deputy Probation Officer of Institutions, as needed, shall authorize recommended changes or document reasons for not implementing changes. Upon completion of the PREA Incident Review form the document shall be sent to the PREA office for record keeping and archiving.
- d. Shall ensure system-wide PREA operating procedures are effective and operational.
- e. Reviews and approves new programs, policies and procedures which affect the agency on PREA.
- f. Reviews and authorizes the submission of formal reports to agencies outside the department.

Date last reviewed: 01/12/2024

Date(s) revised: 01/12/2024; and 01/29/2016

Created: 09/17/15

Riverside County Probation
PREA Incident Review

EXHIBIT C, ATTACHMENT 4

PER PREA STANDARDS: The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded

Juvenile Facilities

§ 115.386 Sexual abuse incident reviews

- (a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.
- (b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.
- (c) The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.
- (d) The review team shall:
 - (1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;
 - (2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or, gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility;
 - (3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;
 - (4) Assess the adequacy of staffing levels in that area during different shifts;
 - (5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and
 - (6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement and submit such report to the facility head and PREA compliance manager.
- (e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.

Riverside County Probation
PREA Incident Review

INCIDENT DETAILS		Incident Report No.	
Incident reported by:		Date of incident:	
Incident Location			
Incident Report Attached: ☐ No ☐ Yes Sexual Abuse Worksheet Attached: ☐ No ☐ Yes Fact Finding Report Attached: ☐ No ☐ Yes List any additional reports attached for review:			
REVIEW PANEL (must include Mgr, SPO and Mental Health or Medical)			
Review Panel Facilitator:		Review Date:	
Facilitator Email		Facilitator Telephone	
Review Panel members:		Telephone:	
		Telephone	
		Telephone	
		Telephone	
		Telephone	
DESCRIPTION OF REVIEW			
Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect or respond to sexual abuse. Comments:			
Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or, gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility: Comments:			
Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse: Comments:			
Assess the adequacy of staffing levels in the area during the different shifts Comments:			
Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff. Comments:			

Riverside County Probation
 PREA Incident Review

Conclusion (attach additional information if required):				
☐ Substantiated	☐ Unsubstantiated	☐ Unfounded		
Comments: 				
Refer to Juvenile PREA standard 115.373-Reporting to residents regarding post review responsibilities.				

CORRECTIVE ACTIONS				
Contributory Factors	Corrective Actions	Responsible Person	By When?	Action Status (Open or Closed)

Review Panel Facilitator		
NAME:	Signature:	DATE:

Facility Administrator		
NAME:	Signature:	DATE:

PREA Officer - Sign Off		
NAME:	Signature:	DATE:

EXHIBIT C, ATTACHMENT 5

OMB No. 1121-0292: Approval Expires 07/31/27

FORM
(07-09-2024) **SSV-IJ**
SURVEY OF SEXUAL VICTIMIZATION: 2023
Substantiated Incident Form (Juvenile)

 U.S. DEPARTMENT OF JUSTICE
 BUREAU OF JUSTICE STATISTICS
 and ACTING AS COLLECTION AGENT
 U.S. DEPT. OF COMMERCE
 U.S. CENSUS BUREAU

Incident Number ____ out of ____

1. Did the incident include repeated behaviors?01 ☐ Yes 02 ☐ No

If "Yes" → a. On approximately, how many different dates did it occur? . . . ____

→ b. On what date did the most recent incident occur?
Month Day Year

If "No" → a. On what date did the incident occur?

Month Day Year

2. In what facility did the incident occur?

City

State

3. Where did the incident occur? (Mark all that apply.)

- 01 ☐ In the victim's cell or room (If the victim and perpetrator share a cell or room, count as the victim's cell)
- 02 ☐ In the perpetrator's cell or room
- 03 ☐ In a dormitory or other multiple housing unit
- 04 ☐ In a common area (e.g., shower, dayroom, bathroom)
- 05 ☐ In a temporary holding cell or intake area within the facility
- 06 ☐ In a program service area (e.g., commissary, kitchen, storage, laundry, cafeteria, workshop, hallway)
- 07 ☐ In an instructional area (e.g., classroom, school, library, conference room)
- 08 ☐ In a recreation area (e.g., yard, courtyard, gymnasium)
- 09 ☐ In a medical area (e.g., infirmary, health clinic)
- 10 ☐ In a staff area (e.g., office, break room, counselor's office)
- 11 ☐ Off-site or while in transit
- 12 ☐ Other – Specify _____
- 13 ☐ Location unknown
- 14 ☐ Location not applicable (e.g., involved written, phone, or virtual communication)

4. Did the incident take place in an area subject to video monitoring? (Mark all that apply.)01 ☐ Yes 03 ☐ Unknown
02 ☐ No**5. What time did the incident occur? (Mark all that apply.)**

- 01 ☐ Morning (6 a.m. to 11:59 a.m.)
- 02 ☐ Afternoon (noon to 5:59 p.m.)
- 03 ☐ Evening (6 p.m. to 11:59 p.m.)
- 04 ☐ Overnight (midnight to 5:59 a.m.)
- 05 ☐ Time unknown

6. Who reported the incident? (Mark all that apply.)

- 01 ☐ Victim
- 02 ☐ Another youth (nonvictim)
- 03 ☐ Victim's family, friend, or legal guardian
- 04 ☐ Correctional officer or front-line staff
- 05 ☐ Administrative staff
- 06 ☐ Medical, healthcare, or mental health staff
- 07 ☐ Instructor, teacher, or counselor
- 08 ☐ Other staff (e.g., kitchen worker, maintenance staff)
- 09 ☐ Chaplain or other religion official
- 10 ☐ Perpetrator
- 11 ☐ Perpetrator's family, friend, or legal guardian
- 12 ☐ Grievance coordinator, grievance process, or ombuds
- 13 ☐ Attorney (victim's or perpetrator's)
- 14 ☐ Confidential informant, anonymous tip, hotline, or through monitoring (e.g., camera, telephone, or mail)
- 15 ☐ Other – Specify _____

7. What was the type of sexual victimization incident? (See definitions on page 9.)

- 01 ☐ Youth-on-youth sexual abuse
→ **Complete sections A and B**
- 02 ☐ Youth-on-youth sexual harassment
→ **Complete sections A and B**
- 03 ☐ Staff-on-youth sexual abuse
→ **Complete sections A and C**
- 04 ☐ Staff-on-youth sexual harassment
→ **Complete sections A and C**

Burden Statement

Under the Paperwork Reduction Act, we cannot ask you to respond to a collection of information unless it displays a currently valid OMB control number. The burden of this collection is estimated to average 30 minutes per response, including reviewing instructions, searching existing data sources, gathering necessary data, and completing and reviewing this form. Send comments regarding this burden estimate or any aspect of this survey, including suggestions for reducing this burden, to the Director, Bureau of Justice Statistics, 810 Seventh Street, NW, Washington, DC 20531. Do not send your completed form to this address.

Section A VICTIMS OF SEXUAL VICTIMIZATION

8. How many victims were involved in the incident?

Number of victims

→ If more than two victims were involved, please complete this form online.

9. Victim #1: What was the victim's sex assigned at birth?

Sex is a multidimensional construct based on a cluster of anatomical and physiological traits that include external genitalia, secondary sex characteristics, gonads, chromosomes, and hormones.

- 01 Male
02 Female

10. Victim #1: What was the victim's gender identity?

Gender identity is a person's core internal understanding or sense of who they are regardless of sex assigned at birth.

- 01 Male
02 Female
03 Transgender (A person whose gender identity is different from the person's sex assigned at birth.)
04 Intersex (A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as differences in sex development.)
05 Gender nonconforming (A person whose gender identity does not conform to traditional societal gender expectations.)
06 Other – Specify
07 Unknown

11. Victim #1: What was the victim's age at the time of the incident?

_____ years

12. Victim #1: What was the victim's race or ethnicity? (Mark all that apply.)

- 01 White
02 Black or African American
03 Hispanic or Latino
04 American Indian or Alaska Native
05 Asian
06 Native Hawaiian or Pacific Islander
07 Middle Eastern or North African
08 Other racial category in your information system – Specify

13. Victim #1: What was the victim's citizenship?

- 01 A U.S. citizen
02 Not a U.S. citizen
03 Of unknown citizenship status

14. Victim #1: Was the victim identified as having any of the following disabilities at the time of the incident? (Mark all that apply.)

Disability is defined as (a) A physical or mental impairment that substantially limits one or more of the major life activities of [an] individual, (b) a record of such an impairment, or (c) being regarded as having such an impairment.

- 01 A serious and persistent mental illness (e.g., bipolar disorder, major depression, obsessive compulsive disorder, post-traumatic stress disorder, schizophrenia, etc.)
02 A cognitive impairment or intellectual disability (e.g., ADHD, autism spectrum disorder, dementia, a learning disability, etc.)
03 A physical impairment or disability (e.g., back or spinal injury, blindness or low vision, deafness or hearing loss, diabetes, epilepsy, heart disease, mobility impairments, etc.)

15. Victim #1: Did the victim sustain any physical injury during the incident?

- 01 Yes 02 No 03 Unknown

If "Yes" → a. What injuries occurred?
(Mark all that apply.)

- 01 Bruises, black eye, sprains, cuts, scratches, swelling, welts
02 Bites
03 Burns
04 Chipped or knocked out teeth
05 Anal or vaginal tearing
06 Knocked unconscious
07 Broken bones
08 Knife or stab wounds
09 Internal injuries
10 Other – Specify

→ b. Did the victim receive medical treatment for these injuries?

- 01 Yes 02 No 03 Unknown

16. Victim #1: After the incident was reported, was the victim – (Mark all that apply.)

- 01 Provided with counseling or mental health treatment
02 Given a medical examination
03 Administered a sexual assault kit
04 Given post-exposure prophylaxis (PEP) and/or emergency contraception
05 Given a pregnancy test
06 Tested for HIV/AIDS
07 Tested for other sexually transmitted infections
08 Offered but declined testing or treatment and/or counseling
09 Already released/discharged
10 None of the above

Section A VICTIMS OF SEXUAL VICTIMIZATION

17. Victim #1: After the incident was reported, was the victim – (Mark all that apply.)

- 01 ☐ Separated from perpetrator
 02 ☐ Confined to own cell or room
 03 ☐ Placed in or returned to restrictive housing
 04 ☐ Placed in a medical unit, ward, or hospital
 05 ☐ Placed in camera room, under close surveillance, or increased supervision
 06 ☐ Transferred to another housing unit or dorm, or given a single room or cell
 07 ☐ Given a higher custody level or different unit within the facility
 08 ☐ Transferred to another facility
 09 ☐ Issued disciplinary report or loss of privileges
 10 ☐ Other – Specify
 11 ☐ None of the above

→ If there were no other victims, please skip to Section B on pages 4-5 if the incident involved a youth perpetrator or Section C on pages 6-7 if the incident involved a staff perpetrator.

18. Victim #2: What was the victim's sex assigned at birth?

- 01 ☐ Male
 02 ☐ Female

19. Victim #2: What was the victim's gender identity?

- 01 ☐ Male
 02 ☐ Female
 03 ☐ Transgender
 04 ☐ Intersex
 05 ☐ Gender nonconforming
 06 ☐ Other – Specify
 07 ☐ Unknown

20. Victim #2: What was the victim's age at the time of the incident?

_____ years

21. Victim #2: What was the victim's race or ethnicity? (Mark all that apply.)

- 01 ☐ White
 02 ☐ Black or African American
 03 ☐ Hispanic or Latino
 04 ☐ American Indian or Alaska Native
 05 ☐ Asian
 06 ☐ Native Hawaiian or Pacific Islander
 07 ☐ Middle Eastern or North African
 08 ☐ Other racial category in your information system – Specify

22. Victim #2: What was the victim's citizenship?

- 01 ☐ A U.S. citizen
 02 ☐ Not a U.S. citizen
 03 ☐ Of unknown citizenship status

23. Victim #2: Was the victim identified as having any of the following disabilities at the time of the incident? (Mark all that apply.)

- 01 ☐ A serious and persistent mental illness (e.g., bipolar disorder, major depression, obsessive compulsive disorder, post-traumatic stress disorder, schizophrenia, etc.)
 02 ☐ A cognitive impairment or intellectual disability (e.g., ADHD, autism spectrum disorder, dementia, a learning disability, etc.)
 03 ☐ A physical impairment or disability (e.g., back or spinal injury, blindness or low vision, deafness or hearing loss, diabetes, epilepsy, heart disease, mobility impairments, etc.)

24. Victim #2: Did the victim sustain any physical injury during the incident?

- 01 ☐ Yes 02 ☐ No 03 ☐ Unknown

If "Yes" → a. What injuries occurred?
 (Mark all that apply.)

- 01 ☐ Bruises, black eye, sprains, cuts, scratches, swelling, welts
 02 ☐ Bites
 03 ☐ Burns
 04 ☐ Chipped or knocked out teeth
 05 ☐ Anal or vaginal tearing
 06 ☐ Knocked unconscious
 07 ☐ Broken bones
 08 ☐ Knife or stab wounds
 09 ☐ Internal injuries
 10 ☐ Other – Specify

→ b. Did the victim receive medical treatment for these injuries?

- 01 ☐ Yes 02 ☐ No 03 ☐ Unknown

25. Victim #2: After the incident was reported, was the victim – (Mark all that apply.)

- 01 ☐ Provided with counseling or mental health treatment
 02 ☐ Given a medical examination
 03 ☐ Administered a sexual assault kit
 04 ☐ Given post-exposure prophylaxis (PEP) and/or emergency contraception
 05 ☐ Given a pregnancy test
 06 ☐ Tested for HIV/AIDS
 07 ☐ Tested for other sexually transmitted infections
 08 ☐ Offered but declined testing or treatment and/or counseling
 09 ☐ Already released/discharged
 10 ☐ None of the above

26. Victim #2: After the incident was reported, was the victim – (Mark all that apply.)

- 01 ☐ Separated from perpetrator
 02 ☐ Confined to own cell or room
 03 ☐ Placed in or returned to restrictive housing
 04 ☐ Placed in a medical unit, ward, or hospital
 05 ☐ Placed in camera room, under close surveillance, or increased supervision
 06 ☐ Transferred to another housing unit or dorm, or given a single room or cell
 07 ☐ Given a higher custody level or different unit within the facility
 08 ☐ Transferred to another facility
 09 ☐ Issued disciplinary report or loss of privileges
 10 ☐ Other – Specify ☒
 11 ☐ None of the above

Section B YOUTH PERPETRATORS OF SEXUAL VICTIMIZATION

→ If the perpetrator was a staff member, go to Section C on pages 6-7.

27. What was the nature of the incident? (Mark all that apply.)

- 01 ☐ Repeated verbal comments or gestures of a derogatory or offensive sexual nature
 02 ☐ Repeated and unwelcome sexual advances or requests for sexual favors
 03 ☐ Indecent exposure, masturbation, voyeurism, or other actions of a derogatory sexual nature
 04 ☐ Intentional and nonconsensual or coerced touching of the genitalia, anus, groin, breast, inner thigh, or the buttocks
 05 ☐ Nonconsensual sexual act that resulted from pressure or coercion (without force)
 06 ☐ Nonconsensual sexual act that resulted from physical force (or the threat of force)
 07 ☐ Other – Specify ☒

28. What types of pressure, coercion, or force occurred as part of the incident? (Mark all that apply.)

- 01 ☐ Persuasion or talked into sexual activity
 02 ☐ Bribery or blackmail
 03 ☐ Gave the victim drugs or alcohol
 04 ☐ Offered protection from other youth
 05 ☐ Threats made (e.g., threatened harm to victim or victim's family, threatened with a weapon)
 06 ☐ Unwanted touching, grabbing, or groping of the victim by surprise or while the victim was asleep or incapacitated
 07 ☐ Physically held victim down or restrained in some way, including having other youth restrain the victim
 08 ☐ Physical harm or injury
 09 ☐ Other – Specify ☒
 10 ☐ None of the above

29. How many youth perpetrators were involved in the incident?

Number of youth perpetrators

→ If more than two youth perpetrators were involved, please complete this form online.

30. Perpetrator #1: What was the youth perpetrator's sex assigned at birth?

Sex is a multidimensional construct based on a cluster of anatomical and physiological traits that include external genitalia, secondary sex characteristics, gonads, chromosomes, and hormones.

- 01 ☐ Male
 02 ☐ Female

31. Perpetrator #1: What was the youth perpetrator's gender identity?

Gender identity is a person's core internal understanding or sense of who they are regardless of sex assigned at birth.

- 01 ☐ Male
 02 ☐ Female
 03 ☐ Transgender (A person whose gender identity is different from the person's sex assigned at birth.)
 04 ☐ Intersex (A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as differences in sex development.)
 05 ☐ Gender nonconforming (A person whose gender identity does not conform to traditional societal gender expectations.)
 06 ☐ Other – Specify
 07 ☐ Unknown

32. Perpetrator #1: What was the youth perpetrator's age at the time of the incident?

_____ years

33. Perpetrator #1: What was the youth perpetrator's race or ethnicity?
(Mark all that apply.)

- 01 ☐ White
 02 ☐ Black or African American
 03 ☐ Hispanic or Latino
 04 ☐ American Indian or Alaska Native
 05 ☐ Asian
 06 ☐ Native Hawaiian or Pacific Islander
 07 ☐ Middle Eastern or North African
 08 ☐ Other racial category in your information system –
 Specify ☒

34. Perpetrator #1: After the incident, was the youth perpetrator – (Mark all that apply.)

- 01 ☐ Confined to own cell or room
 02 ☐ Placed in or returned to restrictive housing
 03 ☐ Placed in higher custody level, restricted unit or program, within the same facility
 04 ☐ Transferred to other unit/cell or separated from victim
 05 ☐ Transferred to another facility
 06 ☐ Sent to counseling or mental health treatment
 07 ☐ Given medical treatment or testing (e.g., post-exposure prophylaxis (PEP), HIV/AIDS)
 08 ☐ Loss of "good/gain" time, increase in "bad" time or delayed release
 09 ☐ Given extra work
 10 ☐ Loss of privileges, disciplinary report or conduct violation, or other reprimand
 11 ☐ Arrested or referred to law enforcement agency
 12 ☐ Referred for prosecution or indicted
 13 ☐ Convicted, plead guilty, given new sentence, or fined
 14 ☐ Awaiting a legal outcome
 15 ☐ Other – Specify ☒

→ If there were no other perpetrators, please skip to Notes on page 8 (if applicable) or submit form.

35. Perpetrator #2: What was the youth perpetrator's sex assigned at birth?

- 01 ☐ Male
 02 ☐ Female

36. Perpetrator #2: What was the youth perpetrator's gender identity?
(See definitions on page 9.)

- 01 ☐ Male
 02 ☐ Female
 03 ☐ Transgender
 04 ☐ Intersex
 05 ☐ Gender nonconforming
 06 ☐ Other – Specify ☒
 07 ☐ Unknown

37. Perpetrator #2: What was the youth perpetrator's age at the time of the incident?

_____ years

38. Perpetrator #2: What was the youth perpetrator's race or ethnicity?
(Mark all that apply.)

- 01 ☐ White
 02 ☐ Black or African American
 03 ☐ Hispanic or Latino
 04 ☐ American Indian or Alaska Native
 05 ☐ Asian
 06 ☐ Native Hawaiian or Pacific Islander
 07 ☐ Middle Eastern or North African
 08 ☐ Other racial category in your information system –
 Specify ☒

39. Perpetrator #2: After the incident, was the youth perpetrator – (Mark all that apply.)

- 01 ☐ Confined to own cell or room
 02 ☐ Placed in or returned to restrictive housing
 03 ☐ Placed in higher custody level, restricted unit or program, within the same facility
 04 ☐ Transferred to other unit/cell or separated from victim
 05 ☐ Transferred to another facility
 06 ☐ Sent to counseling or mental health treatment
 07 ☐ Given medical treatment or testing (e.g., post-exposure prophylaxis (PEP), HIV/AIDS)
 08 ☐ Loss of "good/gain" time, increase in "bad" time or delayed release
 09 ☐ Given extra work
 10 ☐ Loss of privileges, disciplinary report or conduct violation, or other reprimand
 11 ☐ Arrested or referred to law enforcement agency
 12 ☐ Referred for prosecution or indicted
 13 ☐ Convicted, plead guilty, given new sentence, or fined
 14 ☐ Awaiting a legal outcome
 15 ☐ Other – Specify ☒

Section C STAFF PERPETRATORS OF SEXUAL VICTIMIZATION

→ If the perpetrator was a youth, go to Section B on pages 4-5.

40. What was the nature of the incident? (Mark all that apply.)

- 01 ☐ Repeated suggestive, derogatory, or obscene verbal comments or gestures of a sexual nature
- 02 ☐ Wrote letters, showed pictures, talked on the phone, or through video conferencing
- 03 ☐ Exhibited grooming or manipulative behaviors such as providing gifts, special privileges, or favors to youth
- 04 ☐ Indecent exposure, invasion of privacy, or voyeurism
- 05 ☐ Any attempt, threat, or request related to abusive sexual contact or sexual acts
- 06 ☐ Any touching or kissing for sexual gratification
- 07 ☐ Pressure or abuse of power resulting in a sexual act
- 08 ☐ Physical force resulting in a sexual act
- 09 ☐ Other – Specify ✓

41. How many staff perpetrators were involved in the incident?

Number of staff . . .

→ If more than two staff were involved, please complete this form online.

42. Staff #1: What was the staff perpetrator's gender?

- 01 ☐ Male
- 02 ☐ Female

43. Staff #1: What was the staff perpetrator's age at the time of the incident?

_____ years

44. Staff #1: What was the staff perpetrator's race or ethnicity? (Mark all that apply.)

- 01 ☐ White
- 02 ☐ Black or African American
- 03 ☐ Hispanic or Latino
- 04 ☐ American Indian or Alaska Native
- 05 ☐ Asian
- 06 ☐ Native Hawaiian or Pacific Islander
- 07 ☐ Middle Eastern or North African
- 08 ☐ Other racial category in your information system – Specify ✓

45. Staff #1: Was the staff perpetrator involved in the incident –

- 01 ☐ Full- or part-time paid employee
- 02 ☐ Contract employee or vendor
- 03 ☐ Volunteer or intern
- 04 ☐ Other – Specify ✓

46. Staff #1: What was the primary position description of the staff perpetrator involved in the incident?

- 01 ☐ Correctional officer, supervisory or security staff, or direct care staff
- 02 ☐ Maintenance and other facility support staff, including groundskeepers, janitors, cooks, and drivers
- 03 ☐ Medical or healthcare staff, including counselors, doctors, dentists, psychologists, psychiatrists, social workers, nurses, and medical assistants
- 04 ☐ Education staff, including instructors, teachers, librarians, and education assistants
- 05 ☐ Member of the clergy or chaplaincy
- 06 ☐ Administrator, including wardens, superintendents, assistants and others in administrative positions
- 07 ☐ Clerical staff including secretaries, clerks, receptionists, and other administrative support
- 08 ☐ Other program staff
- 09 ☐ Volunteers or interns
- 10 ☐ Other staff – Specify ✓

47. Staff #1: At the time of the incident, how long had the staff perpetrator worked at the facility?

- 01 ☐ Less than 6 months
- 02 ☐ 6 months to 1 year
- 03 ☐ 1 to 5 years
- 04 ☐ 6 to 10 years
- 05 ☐ 11 or more years

48. Staff #1: After the incident, was the staff perpetrator – (Mark all that apply.)

- 01 ☐ Sent to training or counseling
- 02 ☐ Reprimanded or disciplined
- 03 ☐ Transferred to another facility or unit
- 04 ☐ Demoted, diminished responsibilities, suspended temporarily, or placed on administrative leave
- 05 ☐ Discharged, terminated, or contract not renewed
- 06 ☐ Staff resigned (prior to completion of investigation)
- 07 ☐ Staff resigned (after investigation was completed)
- 08 ☐ Arrested or referred to law enforcement agency
- 09 ☐ Referred for prosecution or indicted
- 10 ☐ Convicted, plead guilty, sentenced, or fined
- 11 ☐ Awaiting a legal outcome
- 12 ☐ Other – Specify ✓

13 ☐ No action taken

→ If there were no other staff perpetrators involved, please skip to Notes on page 8 (if applicable) or submit form.

49. Staff #2: What was the staff perpetrator's gender?

- 01 ☐ Male
02 ☐ Female

50. Staff #2: What was the staff perpetrator's age at the time of the incident?

_____ years

51. Staff #2: What was the race/ethnic origin of the staff perpetrator involved in the incident? (Mark all that apply.)

- 01 ☐ White
02 ☐ Black or African American
03 ☐ Hispanic or Latino
04 ☐ American Indian or Alaska Native
05 ☐ Asian
06 ☐ Native Hawaiian or Pacific Islander
07 ☐ Middle Eastern or North African
08 ☐ Other racial category in your information system – Specify ☒

52. Staff #2: Was the staff perpetrator involved in the incident –

- 01 ☐ Full- or part-time paid employee
02 ☐ Contract employee or vendor
03 ☐ Volunteer or intern
04 ☐ Other – Specify ☒

53. Staff #2: What was the primary position description of the staff perpetrator involved in the incident?

- 01 ☐ Correctional officer, supervisory or security staff, or direct care staff
02 ☐ Maintenance and other facility support staff, including groundskeepers, janitors, cooks, and drivers
03 ☐ Medical or healthcare staff, including counselors, doctors, dentists, psychologists, psychiatrists, social workers, nurses, and medical assistants
04 ☐ Education staff, including instructors, teachers, librarians, and education assistants
05 ☐ Member of the clergy or chaplaincy
06 ☐ Administrator, including wardens, superintendents, assistants and others in administrative positions
07 ☐ Clerical staff including secretaries, clerks, receptionists, and other administrative support
08 ☐ Other program staff
09 ☐ Volunteers or interns
10 ☐ Other staff – Specify ☒

54. Staff #2: At the time of the incident, how long had the staff perpetrator worked at the facility?

- 01 ☐ Less than 6 months
02 ☐ 6 months to 1 year
03 ☐ 1 to 5 years
04 ☐ 6 to 10 years
05 ☐ 11 or more years

55. Staff #2: After the incident, was the staff perpetrator – (Mark all that apply.)

- 01 ☐ Sent to training or counseling
02 ☐ Reprimanded or disciplined
03 ☐ Transferred to another facility or unit
04 ☐ Demoted, diminished responsibilities, or suspended temporarily, or placed on administrative leave
05 ☐ Discharged, terminated, or contract not renewed
06 ☐ Staff resigned (prior to completion of investigation)
07 ☐ Staff resigned (after investigation was completed)
08 ☐ Arrested or referred to law enforcement agency
09 ☐ Referred for prosecution or indicted
10 ☐ Convicted, plead guilty, sentenced, or fined
11 ☐ Awaiting a legal outcome
12 ☐ Other – Specify ☒

13 ☐ No action taken

A blank notebook page with a dark green cover at the top. The word "NOTES" is printed in white, bold, uppercase letters on the cover. A horizontal line divides the page into two sections. The top section is white, and the bottom section is a light cream color. The page is otherwise blank.

Definitions

Sexual victimization

Youth-on-youth sexual abuse: Sexual abuse of a youth, detainee, or resident by another youth, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- 1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- 2) Contact between the mouth and the penis, vulva, or anus;
- 3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- 4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Youth-on-youth sexual harassment: Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one youth, detainee, or resident directed toward another.

Staff-on-youth sexual abuse: Sexual abuse of a youth, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the youth, detainee, or resident:

- 1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- 2) Contact between the mouth and the penis, vulva, or anus;
- 3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- 4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- 5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- 6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1) - (5) of this section;
- 7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a youth, detainee, or resident, and
- 8) Voyeurism by a staff member, contractor, or volunteer.

Staff-on-youth sexual harassment: Repeated verbal comments or gestures of a sexual nature to a youth, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Sex and gender identity

Sex: A multidimensional construct based on a cluster of anatomical and physiological traits that include external genitalia, secondary sex characteristics, gonads, chromosomes, and hormones.

Gender identity: A person's core internal understanding or sense of who they are regardless of sex assigned at birth.

Intersex: A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as differences in sex development (DSD).

Gender nonconforming: A person whose gender identity does not conform to traditional societal gender expectations.

Transgender: A person whose gender identity is different from the person's sex assigned at birth.

Disability

Disability: A (1) physical or mental impairment that substantially limits one or more of the major life activities of [an] individual, (2) a record of such an impairment, or (3) being regarded as having such an impairment.

EXHIBIT C

Policy
1008

Riverside County Probation Department
Policy Manual

Prison Rape Elimination Act (PREA) of 2003

1008.1 PURPOSE AND SCOPE

Agency Content

The purpose is to establish and implement written policy and procedures regarding the Federal Prison Rape Elimination Act (PREA) of 2003 and to outline the department's approach to prevent, detect, respond to and audit an incident of sexual abuse or sexual harassment of youth. This policy applies to all juvenile facility staff, contract employees/vendors, volunteers, and visitors.

1008.1.1 DEFINITIONS

Agency Content

Definitions related to this policy include:

Compliance officer (CO) - Each facility shall designate a compliance officer to coordinate the facilities with PREA standards.

Contract employee/vendor - A person who provides service on a recurring basis pursuant to a contractual agreement with the department.

Exigent circumstances - Temporary and unforeseen circumstances that require immediate action.

Gender non-conforming - A youth whose appearance or manner does not conform to traditional masculine and feminine gender norms.

Intersex - A youth whose sexual or reproductive anatomy or chromosomal pattern does not fit typical definitions of male or female.

Mandated child abuse reporter - Pursuant to California Penal Code Section 11166, any person who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes child abuse or neglect.

PREA program coordinator - A management level staff with sufficient time and authority to develop, implement, and oversee the department's compliance with Prison Rape Elimination Act (PREA) standards.

Secure juvenile facility - A facility in which movement and activities of youth may be restricted or subject to control through the use of physical barriers or staff supervision. A facility that allows youth access to the community to achieve treatment or correctional objectives, such as educational or employment programs typically will not be considered to be a secure juvenile facility.

Security staff - Staff primarily responsible for the supervision and control of youth in housing units, recreational, or program areas of the facility.

Sexual abuse - Sexual abuse of a youth by another youth includes any of the following acts if the victim does not consent, is coerced into such an act by overt or implied threats of violence, or is unable to consent or refuse:

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- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- Contact between the mouth and the penis, vulva or anus;
- Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object or other instrument; and,
- Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of a youth by a staff member, contract employee/vendor, volunteer or visitor includes any of the following acts:

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- Contact between the mouth and the penis, vulva or anus;
- Contact between the mouth and any body part with the intent to abuse, arouse or gratify sexual desire;
- Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, unrelated to official duties or with the intent to abuse, arouse or gratify sexual desire;
- Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh or the buttocks, that is unrelated to official duties or with the intent to abuse, arouse or gratify sexual desire;
- Any attempt, threat, or request to engage in the activities described above;
- Any display of genitalia, buttocks or breast in the presence of youth; and,
- Voyeurism.

Sexual harassment - Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures or actions of a derogatory or offensive sexual nature by one youth directed toward another. Repeated verbal comments or gestures of a sexual nature to a youth by a staff member, contract employee/vendor, volunteer, or visitor, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Sexual misconduct - Any behavior or act of a sexual nature, directed toward a person under the care, custody, or supervision of the department and/or collateral contact by the person in authority, including, but not limited to: family members, employers, friends, and other close associates.

Substantiated allegations - An allegation that was investigated and determined to have occurred.

Transgender - A person whose gender identity (i.e. internal sense of feeling male or female) is different from their physical gender identification.

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Unfounded allegations - An allegation that was investigated and determined not to have occurred.

Unsubstantiated allegations - An allegation that was investigated and determined that insufficient evidence existed as to whether or not the event occurred.

Visitors - A person who is granted access to see or spend time with a youth in an official/professional capacity, such as an attorney, clergy, social worker, CASA worker, law enforcement official or therapist.

Volunteer - An individual who donates time and effort to enhance the activities and the programs of the department.

Voyeurism - An invasion of privacy of a youth for reasons unrelated to official duties, such as peering at a youth who is using a toilet in his/her cell; requiring a youth to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a youth's naked body or of a youth performing bodily functions.

1008.2 AUTHORITY AND REFERENCES

Agency Content

- Board of State and Community Corrections Title 15 §§ 1350.5 and 1453;
- Department of Justice Standards on Prison Rape Elimination Act (PREA) 2003;
- California Penal Code § 11166;
- Juvenile Facility Services Policies: Appointment and Qualifications, Safety Checks, Classification, Separation Policy, Searches, Grievance Procedure, Reporting of Incidents and Other Information, Telephone Access, Access to Legal Services, Incentives and Discipline Process, Confidentiality, Intake Health Screening, Behavioral Health Services and Transfer to a Treatment Facility, General Treatment of Youth, Working with Youth of the Opposite Gender, Chain of Evidence, Duty Officer (DO), Summoning Law Enforcement & Reporting Suspected Child Abuse.
- Welfare and Institutions Code § 223

1008.3 POLICY

Agency Content

The Riverside County Probation Department is committed to maintaining an environment free from sexual abuse, sexual harassment, and sexual misconduct in its juvenile facilities. There is zero tolerance for anyone engaged in any form of sexual abuse, sexual harassment, or sexual misconduct of youth. Sexual abuse and sexual harassment of youth is prohibited by Federal and State law.

1008.4 PREVENTION

Agency Content

Riverside County Probation Department

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Prison Rape Elimination Act (PREA) of 2003

1008.4.1 EMPLOYEE TRAINING AND EDUCATION

Agency Content

All staff who have contact with youth shall be trained on their responsibility under PREA standards. New employees shall complete PREA training within their first year of employment. Each employee shall complete refresher training on PREA every two years from the date of initial training. The Department's Staff Development Unit shall monitor the PREA training and provide the PREA coordinator and compliance officers (COs) with a PREA training compliance report semi-annually.

1008.4.2 CONTRACT EMPLOYEE/VENDOR, VOLUNTEER AND VISITOR TRAINING AND EDUCATION

Agency Content

All contract employees/vendors, volunteers and visitors who have contact with youth shall be given the pamphlet, A Guide to the Prevention of and Reporting of Sexual Abuse and Sexual Harassment of Probation Clients, which contains information on their responsibilities regarding the prevention, detection, and reporting of sexual abuse and sexual harassment. (The CO shall maintain documentation as long as services are provided and for at least 4 four years after separation of services.) The documentation shall confirm the contract employees/vendors, volunteers, and visitors understood the training they received.

1008.4.3 YOUTH EDUCATION

Agency Content

During the admittance process, the detention control officer (DCO) shall explain the department's zero tolerance policy regarding sexual abuse and sexual harassment and have the youth sign the PREA advisement form. The youth shall be advised on how to report incidents or suspicions of sexual abuse or sexual harassment. The PREA advisement form shall be retained in the youth's facility file.

During the admittance process, staff shall discuss and review the Juvenile Facility Orientation Checklist with the youth. This includes their right to be free from sexual abuse and sexual harassment, the procedure for reporting such incidents, and the right to be free from retaliation for reporting such incidents. Youth shall be given a copy for reference. The unit supervising probation officer (SPO) shall ensure staff have placed a copy of the Juvenile Facility Orientation Checklist sign-off sheet in the youth's facility file and have entered the information into the client management system under detention contacts.

The CO shall ensure youth education materials are available in formats accessible to all youth, including those who are limited English proficient, deaf or hard of hearing, visually impaired or otherwise disabled, as well as to youth who have limited reading skills. The CO shall ensure the information is continuously and readily available or visible to youth through posters or other written formats. The PREA coordinator shall provide the material referenced above to the COs.

1008.4.4 MEDICAL AND BEHAVIORAL HEALTH CARE

Agency Content

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All medical and behavioral health staff shall be trained during their facility orientation in the following:

- (a) Proper detection and assessment of signs of sexual abuse and sexual harassment;
- (b) Effective and professional response to juvenile victims of sexual abuse and sexual harassment; and,
- (c) Procedures for reporting allegations or suspicions of sexual abuse and sexual harassment.

The facility manager or designee shall maintain documentation stating medical and behavioral health staff have received the above training.

1008.4.5 SUPERVISION AND MONITORING

Agency Content

The facility managers, through the duty officer (DO), shall maintain adequate staffing to ensure the safety and security of the youth.

Where available, video monitoring shall be used to assist in monitoring and protecting youth against sexual abuse or sexual harassment. In calculating adequate staffing levels, facility managers and DOs shall take into consideration the following:

- (a) Generally accepted detention and correctional practices;
- (b) Any judicial findings of inadequacy;
- (c) Any findings of inadequacy from Federal investigative agencies;
- (d) Any findings of inadequacy from internal or external oversight bodies;
- (e) All components of the facility's physical plant (including blind-spots or areas where staff or youth may be isolated);
- (f) The composition of the juvenile facility population;
- (g) The number and placement of SPOs;
- (h) Facility programs occurring on a particular shift;
- (i) Any applicable state or local laws, regulations or standards;
- (j) The prevalence of substantiated and unsubstantiated incidents of sexual abuse and harassment; and,
- (k) Any other relevant factors.

1008.4.6 UPGRADES TO FACILITIES AND TECHNOLOGIES

Agency Content

When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility managers and/or project manager shall consider the effect of the design, acquisition, expansion or modification on the department's ability to protect youth from sexual abuse or harassment.

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When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the facility managers and/or project manager shall consider how such technology may enhance the department's ability to protect youth from sexual abuse or sexual harassment.

1008.4.7 THIRD-PARTY REPORTING

Agency Content

Each facility, at its entrance, lobby or area in which the public has access, shall list the phone numbers to all the department's juvenile facilities with instructions on how to report sexual abuse and sexual harassment.

1008.5 DETECTION

Agency Content

1008.5.1 SCREENING FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

Agency Content

During the admittance process and every 180 days thereafter, unless an incident or information warrants a screening sooner, all youth shall be screened using the PREA Screening assessment in the client management system. Screening shall include gathering information on the following topics:

- (a) Prior sexual victimization or abusiveness;
- (b) Gender nonconforming appearance or manner; or identification as lesbian, gay or bisexual, transgender, queer or intersex, and whether the youth may, therefore, be vulnerable to sexual abuse;
- (c) Current charges and offense history;
- (d) Age;
- (e) Level of emotional and cognitive development;
- (f) Physical size and stature;
- (g) Mental illness or mental disabilities;
- (h) Intellectual or developmental disabilities;
- (i) Physical disabilities;
- (j) The youth's perception of vulnerability; and,
- (k) Any other specific information about the individual youth that may indicate heightened needs for supervision, additional safety precautions, or separation from certain other youth.

Staff shall ascertain this information through conversations with the youth during the admittance process, medical and behavioral health screenings; during classification assessments; and by reviewing court records, case files, facility behavioral records, and other relevant documentation from the youth's files.

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Youth shall be identified as either: Vulnerable to Victimization (VV), Sexually Aggressive Behavior (SAB) or Violent Aggressive Behavior (VAB), based on results from the assessment. This information shall be used as part of the youth's classification process in determining the appropriate housing unit, bed space, program, educational setting and work assignments. Staff and SPOs shall take precautionary measures when there are VV, SAB and VAB youth housed in the same unit.

When obtaining information during the intake process, if the youth indicates he/she has experienced prior sexual victimization or perpetrated sexual abuse, whether in a juvenile facility setting or in the community, staff shall complete, submit and distribute all the necessary paperwork/phone call(s) required of mandated reporters. Additionally, a behavioral health referral shall be made, staff shall complete an incident report and advise the DO. On-site health care staff shall follow up with the youth during the youth's health assessment.

Within 14 days behavioral health staff shall sign and date the behavioral health referral at the conclusion of their follow up and submit the signed behavioral health referral to the DO.

A behavioral health evaluation of all known youth-on-youth sexual abuse shall be conducted as soon as possible not to exceed 48 hours of the reported sexual abuse history. When deemed appropriate by behavioral health staff, treatment shall be offered.

Health care and behavioral health staff shall obtain informed consent from youth before reporting information about prior sexual victimization that did not occur in a juvenile facility setting, unless the youth is under the age of 18. If the youth is under the age of 18 and is vulnerable to victimization or a vulnerable person, health care and behavioral health staff shall advise the youth of their mandate to report to the DO and to follow mandatory reporting procedures.

The facility administrator shall be responsible for ensuring screenings of sexual victimization and abusiveness are being conducted in a timely manner and utilize reports in the client management system.

Information regarding a youth's propensity toward SAB, VAB or VV shall be considered sensitive information. It shall be shared with unit staff, supervisors, behavioral health staff, correctional health staff, and any other staff deemed appropriate by the unit supervisor or duty officer. This information shall be restricted to the extent that releasing it would expose the youth to exploitation by staff or other youth.

1008.6 RESPONSE

Agency Content

1008.6.1 REPORTING SEXUAL ABUSE OR SEXUAL HARASSMENT

Agency Content

Youth, who are the victim or have knowledge, suspicion or information regarding sexual abuse or harassment, may report it through the following means verbally, in writing, anonymously, or via third parties:

- (a) Grievance procedure;

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- (b) Directly to staff, contractors, volunteers or visitors;
- (c) Behavioral health referral;
- (d) Health care referral/nursing request;
- (e) Calling the toll-free PREA Hotline, or,
- (f) Contacting the ombudsman.

A youth's parent or legal guardian shall be allowed to file a complaint regarding allegations of sexual misconduct.

All juvenile facility staff, contract employees/vendors, volunteers and visitors shall report immediately to the DO and, if appropriate, document any knowledge, suspicion or information regarding:

- (a) Any incident of sexual abuse or sexual harassment that occurred in the facility or in another facility;
- (b) Retaliation against youth or staff who reported such incidents;
- (c) Any staff neglect or violation of responsibilities which may have contributed to an incident or retaliation; and/or
- (d) Any information that a youth may be at substantial risk of sexual abuse.
- (e) If the reporting party is a mandated reporter and the incident falls under the Sexual Abuse definition, complete a Suspected Child Abuse Report.

1008.6.2 IN THE EVENT A SEXUAL ABUSE INCIDENT HAS OCCURRED OR ALLEGEDLY OCCURRED

Agency Content

Staff first responder responsibilities:

- (a) Separate the victim from the abuser;
- (b) Assess the victim. If a life threatening condition exists, call 911;
- (c) Preserve and protect the crime scene until appropriate steps can be taken to collect any evidence. Physical evidence can be obtained up to 120 hours after an incident of abuse has occurred. If an incident is reported within that time frame, ensure the victim does not take any actions that could destroy physical evidence. This includes showering or washing, brushing teeth, changing clothes, urinating, defecating, drinking or eating;
- (d) Complete a Suspected Child Abuse Report form (one report per incident shall be completed by the initial staff involved) and submit it to the DO prior to the conclusion of the shift; and,
- (e) Document the information in an incident report in the client management system and submit it to the DO prior to the conclusion of the shift.

Duty officer (DO) responsibilities:

- (a) Immediately respond to the scene and assess the victim;

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- (b) Ensure the victim is separated from the alleged perpetrator. Isolate the alleged perpetrator or place the alleged perpetrator in a dry cell, if possible, (cell without a sink or toilet) to help preserve evidence.
- (c) Interviews may be conducted with the alleged perpetrator based on age requirements. Miranda warning must be cited prior to the interview, and before the waiver of any Miranda rights, a youth 17 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived.
- (d) Determine if the elements of a sexual abuse incident are present. If so, contact the facility manager(s) and provide a detailed assessment of the situation;
- (e) At the direction of the facility manager or designee, initiate a preliminary investigative assessment (PIA) regarding any allegation of sexual abuse. The PIA shall be completed within 24 hours unless approved by the facility manager(s);
- (f) Submit the PIA report to the facility manager(s);
- (g) Ensure the PIA clearly states whether the allegation was substantiated, unsubstantiated or unfounded;
- (h) At the direction of facility management, contact the local law enforcement agency of jurisdiction to initiate a criminal investigation;
- (i) Request on-site health care and behavioral health staff to respond. Ensure the victim receives on-site health and behavioral health care, as needed. Follow directives of medical staff or law enforcement for the treatment of or collection of evidence.
- (j) Contact Riverside Area Rape Crisis Center for victim advocacy.
- (k) Collect incident reports from all staff involved prior to the end of their shifts; and,
- (l) Ensure mandated reporters complete a Suspected Child Abuse Report form (one report per incident shall be completed by the initial staff involved).

Facility manager or designee responsibilities:

- (a) Notify the Chief Deputy Probation Officer for Institutions;
- (b) Notify the department's Probation Human Resources Division Director; and,
- (c) Ensure the victim's parent/legal guardians are notified within 24 hours of incident. If the Department of Public Social Services (DPSS) has guardianship of the victim, ensure his/her social worker is notified.
- (d) Ensure the victim's attorney of record is notified within 14 days of receiving the allegation.
- (e) Ensure a PIA is completed on all youth-on-youth sexual abuse and the victim is separated from the perpetrator; and
- (f) Ensure appropriate actions are taken based on the results of the PIA report.

On-site health care and behavioral health staff responsibilities:

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- (a) Each facility shall offer medical and behavioral health evaluations and appropriate treatment to all youth who have been victimized in a Riverside County Probation juvenile facility.
- (b) The evaluation and treatment shall include follow-up services, treatment plans and when necessary, referrals for continued care upon their transfer to or placement in other facilities and or upon their release from care.
- (c) Health care and behavioral health services shall be consistent with the level of community care.
- (d) A youth who is a victim of vaginal penetration, while in the department's facilities, shall be offered pregnancy tests. If the youth tests positive for being pregnant, the youth shall receive timely and comprehensive information about, and timely access to, all lawful pregnancy-related health care services.
- (e) Youth who are victims of sexual abuse, while in the department's facilities, shall be offered tests for sexually transmitted diseases.
- (f) Treatment services shall be provided to the youth without financial cost and regardless of whether the youth names the abuser or cooperates with any investigation arising from the incident.

1008.6.3 IN THE EVENT A SEXUAL HARASSMENT INCIDENT HAS OCCURRED OR ALLEGEDLY OCCURRED

Agency Content

Staff first responder responsibilities:

- (a) Intervene and stop the harassment;
- (b) Separate the youth from the harasser; and,
- (c) Document the information in an incident report in the client management system and submit it to the DO prior to the conclusion of the shift.

Duty officer (DO) responsibilities:

- (a) Ensure staff separated the victim from the harasser;
- (b) At the direction of the facility manager, initiate a PIA regarding any allegation of sexual harassment. The PIA shall be completed within 24 hours unless approved by the facility manager(s);
- (c) Submit the PIA report to the facility manager(s); and,
- (d) Ensure the PIA clearly states whether the allegation was substantiated, unsubstantiated or unfounded.

Facility manager responsibilities:

- (a) Report any sexual harassment by staff to the department's Probation Human Resources Division Director;
- (b) Ensure a PIA is completed on all youth-on-youth sexual harassment and the victim is separated from the harasser; and,

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- (c) Ensure appropriate actions are taken based on the results of the PIA report.

1008.6.4 PROFESSIONAL STANDARDS BUREAU DIVISION DIRECTOR RESPONSIBILITIES

Agency Content

Respond to allegations of sexual abuse or sexual harassment by staff by assigning appropriately trained investigators to conduct an administrative investigation.

Ensure department investigators have received the following training:

- (a) How to conduct investigations of sexual abuse and sexual harassment in confinement facilities;
- (b) Interviewing techniques for sexual abuse/harassment victims;
- (c) Proper use of Miranda and Garrity Warning; and,
- (d) Sexual abuse/harassment evidence collection in confinement settings. Maintain documentation that the required training has been completed.

Maintain communication with the local law enforcement agency conducting the criminal investigation to assist with the administrative investigation.

An investigation shall not be terminated even if the source of the investigation recants, resigns or is released from custody.

Youth who report sexual abuse shall not be required to submit to a polygraph or other truth verification devices as a condition to proceed with an investigation.

1008.6.5 COMPLIANCE OFFICER (CO) RESPONSIBILITIES

Agency Content

The facility CO will ensure youth have access to outside victim advocates for emotional support services by posting toll-free hotline numbers to Rape Crisis Centers.

Sexual misconduct incident review: Within 30 days of a sexual misconduct investigation, the CO shall convene an incident review panel comprised of the PREA coordinator, the CO, a line supervisor and on-site health care or behavioral health staff. The purpose of the panel is to determine:

- (a) If a change in policy or practice is needed to better prevent, detect, or respond to sexual abuse;
- (b) If the incident was motivated by race, ethnicity, gender, identity, lesbian, gay, bisexual, transgender or intersex identification, status or perceived status, gang affiliation, or was motivated or otherwise caused by a group's dynamics at the facility;
- (c) If staffing patterns or physical barriers contributed to the abuse; and,
- (d) If the use of technology could have supplemented supervision.

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The CO shall submit the incident review panel's findings to the Chief Deputy Probation Officer for Institutions. The facility shall implement recommended changes or document reasons for not implementing changes.

The CO shall monitor for retaliation against a youth or staff who reported sexual abuse or sexual harassment, or who cooperated with a sexual abuse or sexual harassment investigation. If there is a continued need to monitor past 90 days, the PREA coordinator and the Chief Deputy Probation Officer for Institutions shall be notified. The CO shall employ necessary protection measures such as; living unit changes or transfers, removal of alleged staff or youth abusers from contact with victims and emotional support services for youth or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with an investigation. For at least 90 days following a report of sexual abuse/harassment, the CO shall:

- (a) Monitor the conduct or treatment of youth or staff who reported the sexual abuse/harassment and of youth who were reported to have suffered sexual abuse/harassment to determine if there are changes which may suggest possible retaliation by youth or staff;
- (b) Act promptly to protect against retaliation;
- (c) Monitor youth disciplinary reports, housing or program changes, negative performance reviews, and reassignments of staff;
- (d) Continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need; and,
- (e) If an extension is necessary, notify the PREA coordinator and Chief Deputy Probation Officer for Institutions.

The monitoring requirement shall be terminated if it is determined the allegation was unfounded.

1008.7 DISCIPLINE AND/OR CORRECTIVE ACTIONS

Agency Content

1008.7.1 YOUTH

Agency Content

The disciplinary process shall consider whether a youth's mental disabilities or mental illness contributed to his/her behavior when determining what type of sanction, if any, should be imposed.

A report of sexual abuse made in good faith based upon a reasonable belief the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

Sexual activity between youth in juvenile facilities is prohibited and is subject to disciplinary actions for such activity. The department may not, however, deem such activity to constitute sexual abuse if it determines the activity is not coerced.

1008.7.2 STAFF

Agency Content

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Staff shall be subject to disciplinary sanctions up to termination for violating this policy.

1008.7.3 CONTRACT EMPLOYEES/VENDORS, VOLUNTEERS AND VISITORS

Agency Content

Any contract employee/vendor, volunteer or visitor who engages in sexual abuse or sexual misconduct shall be prohibited from contact with youth in the department's facilities. They shall be reported to relevant licensing bodies.

Corrective action shall be taken for those who engage in sexual harassment of a youth in a department facility. The facility manager(s) shall determine whether contact with the youth is prohibited.

In case of contract employees and vendors, the department shall report such incident to the contractor/service provider and demand corrective action. A failure to comply to the department's satisfaction could result in a termination of the contract agreement.

1008.8 ADVISEMENT OF DISPOSITION OF A SEXUAL ABUSE INVESTIGATION

Agency Content

At the completion of the investigation, the youth who are still detained shall be notified whether their allegation of sexual abuse was substantiated, unsubstantiated or unfounded.

Following a youth's allegation that a staff member has committed sexual misconduct against the youth (unless the allegation was unfounded), the victim shall be notified in writing the following:

- (a) If the staff member shall be assigned to the youth's living unit;
- (b) If the staff member shall remain employed at the facility;
- (c) If the staff member has been indicted on a charge related to sexual abuse; and,
- (d) If the staff member has been convicted on a charge related to sexual abuse.

Following a youth's allegation that he/she has been sexually abused by another youth, the victim shall be notified in writing the following:

- (a) If the youth perpetrator has been indicted on a charge related to sexual abuse; and,
- (b) If the youth perpetrator has been convicted on a charge related to sexual abuse.

Any notifications shall be documented, signed by the youth and placed in the youth's facility file.

1008.9 AUDIT

Agency Content

1008.9.1 DATA COLLECTION

Agency Content

The CO shall complete the Survey of Sexual Violence (Juvenile Incident Form) for each allegation of sexual abuse and sexual harassment involving staff, except for those unfounded. The completed survey shall be forwarded to the PREA coordinator. The form is located [here](#).

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The PREA coordinator shall provide the data from the previous calendar year to the Department of Justice, upon request.

1008.9.2 DATA REVIEW FOR CORRECTIVE ACTION

Agency Content

Annually, the PREA coordinator and COs shall submit a report to the Chief Deputy Probation Officer of Institutions after reviewing collected data in order to assess and improve the effectiveness of sexual abuse prevention, detection and response policies, practices and training, including:

- (a) Identifying problems;
- (b) Taking corrective action on an ongoing basis; and,
- (c) Preparing an annual report of its findings and corrective actions.

The report shall include a comparison of the current year's data and corrective actions from the prior years. It shall provide an assessment of the department's progress in addressing sexual abuse and sexual harassment.

1008.9.3 DATA STORAGE, PUBLICATION AND DESTRUCTION

Agency Content

The PREA coordinator shall secure and retain all data collected regarding sexual abuse and sexual harassment for a minimum of ten (10) years unless Federal, State or local laws require otherwise.

Date last reviewed: 01/12/2024

Date(s) revised: 01/12/2024; 10/08/2020; 10/30/2019; and 05/05/2016

Created: 03/01/2009

Attachments:

1. [PREA Incident Checklist Harassment](#)
2. [PREA Incident Checklist Sexual Abuse](#)
3. [PREA Protocol](#)
4. [PREA Incident Review Panel Summary](#)
5. [Survey Of Sexual Victimization](#)

**EXHIBIT C, ATTACHMENT 1****RIVERSIDE COUNTY PROBATION DEPARTMENT**

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**PREA Incident Checklist (Harassment)**

IR# _____

☐ IJH ☐ SJH ☐ YTEC☐ Detention ☐ Pathways to Success ☐ Treatment

Reporting Information			
Victim Name:	_____	IID:	_____
Alleged Suspect(s) Name:	_____	IID:	_____
	_____		_____
	_____		_____
	_____		_____
Date Reported:	_____	Time Reported:	_____
	_____	Report Received Via:	_____
Date of Incident:	_____	Time of Incident:	_____
	_____	Unit/ Location:	_____
Incident Type: ☐ Sexual Harassment Youth on Youth ☐ Sexual Harassment Staff on Youth			

**Incidents Involving Staff are Confidential and are not Documented in the Client Management System

Duty Officer Section	
Duty Officer Completing Checklist: _____	
Sworn First Responder:	_____ ☐ N/A
Non-Sworn First Responder and Department:	_____ ☐ N/A
Non-Sworn Department/Organization: _____	
Duty Officer Notified ☐ No ☐ Yes	Interpreter Utilized ☐ No ☐ Yes
Separate the Victim and Suspect ☐ No ☐ Yes	Alleged Suspect Placed on Separation ☐ No ☐ Yes
Incident Report Submitted Prior to Leaving the Facility ☐ No ☐ Yes. If No, Why?	
Duty Officer Section: Notification	
Date Victims DPO Notified: _____	Name of DPO Notified: _____
Date Manager Notified: _____	Name of Facility Manager Notified: _____
Duty Officer Section: Behavioral Health (BHS) and Correctional Health Services (CHS) Notification	
Victim seen by BHS ☐ No ☐ Yes	BH Staff Notified: _____
Suspect seen by BHS ☐ No ☐ Yes	☐ On Site ☐ On Call
Victim seen by CHS ☐ No ☐ Yes	Nurse Notified: _____
Suspect seen by CHS ☐ No ☐ Yes	



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Manager Section: Notification	
Manager Completing Checklist: _____	Date: _____
Date PIA was Assigned: _____	Name of SPO Assigned: _____
Date CPDO Institutions Notified: _____	Name of CDPO Notified: _____
Law Enforcement Referral ☐ No ☐ Yes	If Yes, Policy Report #: _____
Agency: _____	Officer/Badge: _____
Victims Parent/Guardian Notified within 24 Hours ☐ No ☐ Yes	Name of Person Contacted: _____
Manager Section: Follow up	
PIA Outcome: _____	Unit SPO to Update PREA Assessment on Victim ☐ No ☐ Yes
☐ Unfounded ☐ Unsubstantiated ☐ Substantiated	Unit SPO to Update PREA Assessment on Suspect ☐ No ☐ Yes
Referred to District Attorneys Officer ☐ No ☐ Yes ☐ N/A	If Yes, Date Referred: _____
(If Involving Staff) Referred to Professional Standards Bureau ☐ N/A	Date Referred: _____
Submitted to the PREA Compliance Officer on: _____	
Compliance Officer Section	
PREA Compliance Officer Completing Checklist: _____ Date: _____	
Review and Finalize the PREA Packet:	☐ Incident Report(s) Completed. ☐ PREA Risk Assessment Updated on Victim, if Applicable. ☐ PREA Risk Assessment Updated on Suspect, if Applicable. ☐ PREA PIA Completed with Findings Attached. ☐ All Other Related Documentation Attached.
Compliance Officer Section: Notification	
PREA Coordinator Notified and PREA Packet Sent to preacompliance@RIVCO.ORG Date: _____	
PREA Packet Sent to PREA Coordinator at preacompliance@RIVCO.ORG Date: _____	
Victim Notified Required for any Unsubstantiated or Substantiated Cases	☐ Yes, Date: _____ ☐ No, Incident was Unfounded



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Compliance Officer Section: Incident Follow Up	
Incident Report Panel Must be Completed Within 30 Days from Reported Incident	
Incident Report Panel Completed on: _____	
Incident Review Panel Concludes Findings to be:	☐ Substantiated Sexual Harassment ☐ Unsubstantiated Sexual Harassment ☐ Unfounded Sexual Harassment
Incident Review Panel Packet Completed and Sent to preacompliance@RIVCO.ORG on: _____	
90 Days Retaliation Monitoring: Review for all Investigation (excluding unfounded/ no evidence), Assign Staff to Monitor the Victim and Youth / Staff Who Participated in the Investigation	
Staff Assigned: _____	Assigned On: _____ Concluded On: _____
If the Youth is Transferred, Notify the Receiving Facility to Assign Staff to Monitor ☐ Yes ☐ N/A	

_____ Department PREA Coordinator Name	_____ Date Packet Received
_____ Department PREA Coordinator Signature	_____ Date to CDPO



EXHIBIT C, ATTACHMENT 2
RIVERSIDE COUNTY PROBATION DEPARTMENT
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PREA Incident Checklist (Sexual Assault) IR# _____

☐ IJH ☐ SJH ☐ YTEC

☐ Detention ☐ Pathways to Success ☐ Treatment

Reporting Information			
Victim Name: _____	IID: _____	DOB: _____	
Alleged Suspect(s) Name: _____	IID: _____	DOB: _____	
_____	_____	_____	
_____	_____	_____	
Date Reported: _____	Time Reported: _____	Report Received Via: _____	
Date of Incident: _____	Time of Incident: _____	Unit/ Location: _____	
Incident Type: ☐ Sexual Assault/Abuse Youth on Youth ☐ Sexual Assault/Abuse Staff on Youth			

**Incidents Involving Staff are Confidential and are not Documented in the Client Management System

Duty Officer Section	
Duty Officer Completing Checklist: _____	
Sworn First Responder: _____	☐ N/A
Non-Sworn First Responder and Department: _____	☐ N/A
Non-Sworn Department/Organization: _____	
Duty Officer Notified ☐ No ☐ Yes	Interpreter Utilized ☐ No ☐ Yes
Separate the Victim and Suspect ☐ No ☐ Yes	Alleged Suspect Placed on Separation ☐ No ☐ Yes
Crime Scene and Evidence Preservation: ☐ Preserve/Protect the Scene and/or Any Evidence. ☐ Place Victim and or Suspect in a Dry Cell ☐ Request Victim and Ensure the Suspect Does Not Wash, Brush Teeth, Change Clothing, Urinate, Eat or Drink.	
Incident Report Submitted Prior to Leaving the Facility ☐ No ☐ Yes. If No, Why? _____	
Duty Officer Section: Notification	
Date Victims DPO Notified: _____	Name of DPO Notified: _____
Date Manager Notified: _____	Name of Facility Manager Notified: _____



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Duty Officer Section: Behavioral Health (BHS) and Correctional Health Services (CHS) Notification	
Identify If the Incident Occurred Within 120 Hours of Being Reported? ☒ No ☐ Yes	
Victim seen by BHS ☐ No ☐ Yes	BH Staff Notified: _____
Suspect seen by BHS ☐ No ☐ Yes	☐ On Site ☐ On Call
Victim seen by CHS ☐ No ☐ Yes	Nurse Notified: _____
Suspect seen by CHS ☐ No ☐ Yes	
Was the Victim Transported to the Hospital for A Forensic Exam? ☐ No ☐ Yes	
If not, why? _____	

Victim Advocate: For Allegations of Non-Consensual Acts, Offer the Victim Access to a Victim Advocate. Riverside and Southwest Area Contact the Riverside Area Rape Crisis Center at 951-686-7273 and Request for a Victim's Advocate to Respond to Riverside County University Medical System (RUHS). Desert Area Contact the Coachella Valley Sexual Assault Services at 760-568-9071 and Request a Victim's Advocate to Respond to John F Kennedy Hospital. ☐ Victim Accepted ☐ Declined a Victim Advocate If Accepted, Name and Agency of the Advocate: _____ Did the Advocate Participate in Any of the Following: ☐ Forensic Examination ☐ Investigative Interviews ☐ Emotional Support / Crisis Intervention	
--	--

Manager Section: Notification	
Manager Completing Checklist: _____	Date: _____
Date PIA was Assigned: _____	Name of SPO Assigned: _____
Date CPDO Institutions Notified: _____	Name of CDPO Notified: _____
Law Enforcement Referral ☐ No ☐ Yes	If Yes, Policy Report #: _____
Agency: _____	Officer/Badge: _____
Victims Parent/Guardian Notified within 24 Hours ☐ No ☐ Yes	Name of Person Contacted: _____
Manager Section: Follow up	
PIA Outcome: _____	Unit SPO to Update PREA Assessment on Victim ☐ No ☐ Yes
☐ Unfounded ☐ Unsubstantiated ☐ Substantiated	Unit SPO to Update PREA Assessment on Suspect ☐ No ☐ Yes
Referred to District Attorneys Officer ☐ No ☐ Yes ☐ N/A	If Yes, Date Referred: _____
(If Involving Staff) Referred to Professional Standards Bureau ☐ N/A	Date Referred: _____
Submitted to the PREA Compliance Officer on: _____	



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Compliance Officer Section	
PREA Compliance Officer Completing Checklist: _____	Date: _____
Review and Finalize the PREA Packet:	☐ Incident Report(s) Completed. ☐ PREA Risk Assessment Updated on Victim, if Applicable. ☐ PREA Risk Assessment Updated on Suspect, if Applicable. ☐ PREA PIA Completed with Findings Attached. ☐ All Other Related Documentation Attached.
Compliance Officer Section: Notification	
PREA Coordinator Notified and PREA Packet Sent to preacompliance@RIVCO.ORG	Date: _____
PREA Packet Sent to PREA Coordinator at preacompliance@RIVCO.ORG	Date: _____
Victim Notified Required for any Unsubstantiated or Substantiated Cases	☐ Yes, Date: _____ ☐ No, Incident was Unfounded
Compliance Officer Section: Incident Follow Up	
Incident Report Panel Must be Completed Within 30 Days from Reported Incident	
Incident Report Panel Completed on: _____	
Incident Review Panel Concludes Findings to be: ☐ Substantiated Sexual Assault ☐ Unsubstantiated Sexual Assault ☐ Unfounded Sexual Assault	
Incident Review Panel Packet Completed and Sent to preacompliance@RIVCO.ORG on: _____	
90 Days Retaliation Monitoring: Review for all Investigation (excluding unfounded/ no evidence), Assign Staff to Monitor the Victim and Youth / Staff Who Participated in the Investigation	
Staff Assigned: _____	Assigned On: _____ Concluded On: _____
If the Youth is Transferred, Notify the Receiving Facility to Assign Staff to Monitor ☐ Yes ☐ N/A	

_____ Department PREA Coordinator Name	_____ Date Packet Received
_____ Department PREA Coordinator Signature	_____ Date to CDPO

EXHIBIT C, ATTACHMENT 3**RIVERSIDE COUNTY PROBATION DEPARTMENT**
Serving Courts • Protecting Our Community • Changing Lives**TO: All Institutional Staff****FROM:****DATE: 01/12/2024****RE: Prison Rape Elimination Act (PREA) Protocol**

The protocol listed below is to provide guidance in responding to a reported PREA Incident. All staff are encouraged to know and understand the PREA Policy as well as this protocol. When in doubt the PREA Policy is the ultimate guide but this will help with specific duties when faced with a PREA incident.

I. PROTOCOL:**A. Reporting Sexual Abuse or Sexual Harassment:**

1. **Youth:** Youth, who are the victim or have knowledge, suspicion, or information regarding sexual abuse or harassment, may report through the following means:
 - a. Grievance procedure;
 - b. Directly to staff, contractors, volunteers or visitors;
 - c. Behavioral Health staff;
 - d. Correctional Health staff; or
 - e. Contact the Ombudsman by dialing #7 on the living unit pay phone.
2. **Contract employees/vendors, volunteers, or visitors:** who have knowledge, suspicion, or information regarding sexual abuse or harassment, shall report immediately to the duty officer and document any knowledge, suspicion, or information regarding:
 - a. An incident of sexual abuse and sexual harassment that occurred in the facility or in another facility;
 - b. Retaliation against youth or staff who reported such incidents;
 - c. Any staff neglect or violation of responsibilities which may have contributed to an incident or retaliation; and/or

- d. Any information that a youth may be at substantial risk of sexual abuse.

If the reporting party is a mandated reporter and the incident falls under the Sexual Abuse definition, complete a Suspected Child Abuse Report.

- 3. **Ombudsman:** who has knowledge, suspicion, or information regarding sexual abuse or harassment, shall document any knowledge, suspicion, or information as follows:

- a. Complete the Ombudsman Contact Feedback sheet. Be sure to provide enough detail for appropriate follow up (approximate date time of incident, location and who was involved).
 - i. *At the facility:* Present the Ombudsman Contact sheet to the Duty Officer for signature. The Duty Officer shall make a copy for the facility and follow up as described in section 6.
 - ii. *Off site or information acquired via telephone:* Scan and send copy of the Ombudsman Contact to the Duty Officer at the appropriate facility as listed on the Ombudsman contact sheet and send a copy to the PREA Coordinator (PreaCompliance@rcprob.us).

- 4. **Sworn Staff:** who has knowledge, suspicion, or information regarding sexual abuse or harassment, shall document any knowledge, suspicion, or information as follows:

- a. Report immediately to the duty officer and document any knowledge, suspicion, or information regarding:
 - i. An incident of sexual abuse and sexual harassment that occurred in the facility or in another facility;
 - ii. Retaliation against youth or staff who reported such incidents;
 - iii. Any staff neglect or violation of responsibilities which may have contributed to an incident or retaliation; and/or
 - iv. Any information a youth may be at substantial risk of sexual abuse.
- b. Response to possible sexual abuse:
 - i. Separate the victim from the abuser;
 - ii. Assess the victim. If a life threatening condition exists, call 911;
 - iii. Preserve and protect the crime scene until appropriate steps can be taken to collect any evidence. Physical evidence can be obtained up to 120 hours after an incident of abuse has occurred. If an incident is reported within that time frame, ensure the victim does not take any actions that could destroy physical evidence. This includes showering or washing, brushing teeth, changing clothes, urinating, defecating, drinking, or eating;
 - iv. Complete a Suspected Child Abuse Report and submit it to the duty

- officer prior to the conclusion of the shift; and
 - v. Document the information in an incident report and submit it to the duty officer prior to the conclusion of the shift.
 - c. Response to possible sexual harassment:
 - i. Intervene and stop the harassment;
 - ii. Separate the youth from the harasser; and
 - iii. Document the information in an incident report and submit to the duty officer
- 5. Correctional Health and Behavioral Health:** who has knowledge, suspicion, or information regarding sexual abuse or harassment, shall document any knowledge, suspicion, or information as follows:
- a. Each facility shall offer medical and behavioral health evaluations and appropriate treatment to all youth who have been victimized in a Riverside County Probation facility.
 - b. As required, complete a Suspected Child Abuse Report and submit it to the duty officer prior to the conclusion of the shift.
 - c. The evaluation and treatment shall include follow-up services, treatment plans, and when necessary, referrals for continued care upon their transfer to or placement in other facilities and or upon their release from care.
 - d. Medical and behavioral health services shall be consistent with the level of community care.
 - e. A youth who is a victim of vaginal penetration while in the department's facilities shall be offered pregnancy tests. If the youth tests positive for being pregnant, the youth shall receive timely and comprehensive information about, and timely access to, all lawful pregnancy-related medical services.
 - f. Youth who are victims of sexual abuse while in the department's facilities shall be offered tests for sexually transmitted diseases.
 - g. Treatment services shall be provided to the youth without financial cost and regardless of whether the youth names the abuser or cooperates with any investigation arising from the incident.

6. Duty Officer

- a. Response to a report of possible sexual abuse:
 - i. Initiate the PREA REPORTED INCIDENT RESPONSE CHECKLIST (Probation Intranet – PREA folder)
 - ii. Immediately respond to the scene and review the assessment of the victim;
 - iii. Ensure the victim is separated from the alleged perpetrator. Isolate the alleged perpetrator or place the alleged perpetrator in a dry cell to help preserve evidence. Do not interview the alleged perpetrator;
 - iv. Determine if the elements of a sexual abuse incident are present. If so,

- contact the facility managers and provide a detailed assessment of the situation;
 - v. Contact the Facility Manager and if needed local law enforcement agency of jurisdiction to initiate a criminal investigation;
 - vi. Request medical and behavioral health staff to respond. Ensure the victim receives on-site medical and behavioral health care, as needed, prior to transporting the victim to Riverside County Regional Medical Center for a Sexual Assault Forensic Examination (SAFE) or Sexual Assault Nurse's Examination (SANE);
 - vii. Contact nearest Rape Crisis Center:
 - i. (Riverside and Southwest) Riverside Area Rape Crisis Center at 951-686-7273 and request for a victim's advocate to respond to Riverside University Medical Center;
 - ii. (Desert) Coachella Valley Sexual Assault Services at 760-568-9071 and request a victim's advocate to respond to John F. Kennedy Hospital.
 - viii. Collect incident reports from all staff involved prior to the end of their shifts;
 - ix. Ensure mandated reporters complete a Suspected Child Abuse Report and submit it to the duty officer prior to the conclusion of the shift.;
 - x. Gather all documentation, incident reports, the PREA Incident Checklist for Duty Officers, PIA report, police report and other documentation related to the event and forward as a packet to the PREA Compliance Officer (Asst. Director)
 - xi. For all substantiated Sexual Abuse, ensure the victim's attorney of record is notified within 14 days of the investigative finding.
- b. Response to sexual harassment:
- i. Initiate the PREA REPORTED INCIDENT RESPONSE CHECKLIST (Probation Intranet – PREA folder)
 - ii. Ensure staff separated the victim from the harasser;
 - iii. Determine if the elements of a sexual harassment incident are present. If so, contact the facility managers and provide a detailed assessment of the situation;
 - iv. Contact the facility manager and if needed local law enforcement agency of jurisdiction to initiate a criminal investigation;
 - v. Initiate a preliminary investigative assessment (PIA) regarding any allegation of sexual harassment. The **PIA shall be completed within 24 hours** and submitted to the facility managers unless approved otherwise by facility manager;
 - vi. Forward the incident reports, the PREA PIA and other documentation related to the event to the PREA Compliance Officer (facility assistant director), and

- vii. Ensure the PIA report clearly states whether the allegation was substantiated, unsubstantiated, or unfounded.

7. PREA Compliance Officer (*Each Facility's Asst. Director*)

- a. Ensure the PREA REPORTED INCIDENT RESPONSE CHECKLIST is followed by the Duty Officer.
- b. Complete the last section of the PREA REPORTED INCIDENT RESPONSE CHECKLIST marked "PREA Compliance Use Only."
- c. Ensure the incident reports, the PREA Incident Checklist for Duty Officers, PIA report, police report and other documentation related to the event are forwarded to the department PREA Coordinator.
- d. PREA incident review: Within 30 days of a PREA investigation, the Compliance Officer shall convene an incident review panel comprised of department PREA Coordinator, the facility Compliance Officer, a representative from the Department of Behavioral Health (DBH) and as needed a representative from Correctional Health Services(CHS). This shall be documented on the INCIDENT REVIEW PANEL form. The purpose of the panel is to determine:
 - i. If a change in policy or practice is needed to better prevent, detect, or respond to sexual abuse.
 - ii. If the incident was motivated by race, ethnicity, gender, identity, lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status, gang affiliated, or was motivated or otherwise caused by a group's dynamics at the facility.
 - iii. If staffing patterns or physical barriers contributed to the abuse; and
 - iv. If the use of technology could have supplemented supervision.
- e. The PREA Compliance Officer shall submit the panel's findings on the INCIDENT REVIEW PANEL form to the Chief Deputy – Institutions and the PREA Coordinator. The facility shall implement recommended changes or document reasons for not implementing changes.
- f. The PREA Compliance Officer shall monitor for retaliation against a youth or staff who reported sexual abuse or harassment or who cooperated with a sexual abuse or sexual harassment investigation. If there is a continued need to monitor past 90 days, the PREA Coordinator and the Chief Deputy of Institutions shall be notified.
- g. The PREA Compliance Officer shall employ necessary protection measures, such as housing unit changes or transfers, removal of alleged staff or youth abusers from contact with victims, and emotional support services for youth or staff who fear retaliation for reporting sexual abuse or harassment or for cooperating with an investigation.
- h. For at least 90 days following a report of sexual abuse, the Compliance Officer shall:
 - i. Monitor the conduct or treatment of youth or staff who reported the sexual abuse and of youth who were reported to have suffered sexual

- abuse to determine if there are changes which may suggest possible retaliation by youth or staff;
- ii. Act promptly to protect against retaliation;
- iii. Monitor youth disciplinary reports, housing or program changes, or negative performance reviews or reassignments of staff.
- iv. Continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need; and
- v. In cases of an extension, notify the PREA Coordinator and Chief Deputy of Institutions.
- vi. Upon completion of the 90-day monitoring the PREA compliance Checklist "90 Day Retaliation Monitoring" section shall be completed and the checklist resent to the PREA Coordinator and the Chief Deputy of Institutions.
- i. Monitoring of youth shall be included in the 30-day case plan.
 - i. The monitoring requirement shall be terminated if it is determined the allegation was unfounded.
 - ii. Ensure youth have access to outside victim advocates for emotional support services by posting toll free hot line numbers to Rape Crisis Centers.

8. Facility Manager

- a. Response to a report of possible sexual abuse:
 - i. Ensure the PREA REPORTED INCIDENT RESPONSE CHECKLIST is followed.
 - ii. Ensure a PIA report is immediately completed on all sexual abuse and the victim is separated from the abuser; and
 - iii. Notify Chief Deputy – Institutions (CDPO of Institutions);
 - iv. Notify the PREA Coordinator
 - v. Report any sexual abuse by staff to the department's Personnel Services Division Director.
 - i. Ensure the victim's parents or legal guardians are notified within 24 hours of incident. If the victim's guardianship is with child welfare system, ensure the caseworker is notified.
 - ii. Ensure the incident reports, the PREA Incident Checklist for Duty Officers, PIA report, police report and other documentation related to the event are forwarded to the department PREA Coordinator.
 - iii. Ensure a PREA Incident Review Panel is conducted within 30 days of the incident.
 - i. Ensure any recommendations from the Incident Review Panel are implemented or document reasons for not implementing changes.
- b. Response to sexual harassment:
 - i. Ensure the PREA REPORTED INCIDENT RESPONSE CHECKLIST is followed.

- ii. Ensure a PIA is completed on all youth on youth sexual harassment and the victim is separated from the harasser; and
- iii. Ensure appropriate actions are taken based on the PIA.
- iv. Report any sexual harassment by staff to the department's Professional Standards Bureau Manager.
- v. Ensure the victim's parents or legal guardians are notified within 24 hours of incident. If the victim's guardianship is with child welfare system, ensure the caseworker is notified.
- vi. Ensure the incident reports, the PREA Incident Checklist for Duty Officers, PIA report, police report and other documentation related to the event are forwarded to the department PREA Coordinator.
- vii. Ensure a PREA Incident Review Panel is conducted within 30 days of the incident.
- viii. Ensure any recommendations from the Incident Review Panel are implemented or document reasons for not implementing changes.

9. Professional Standards Bureau Manager

- a. Respond to allegations of sexual abuse or sexual harassment by staff by assigning appropriately trained investigators to conduct an administrative investigation.
- b. Ensure department investigators have received the following training:
 - i. How to conduct investigations of sexual abuse in confinement facilities;
 - ii. Interviewing techniques for sexual abuse victims;
 - iii. Proper use of Miranda and Garrity warning; and
 - iv. Sexual abuse evidence collection in confinement settings.
- c. Maintain documentation that the required training has been completed.
- d. Maintain communication with the local law enforcement agency conducting the criminal investigation to assist with the administrative investigation.
- e. An investigation shall not be terminated even if the reporting party recants, resigns, or is released from custody.
- f. Youth who report sexual abuse shall not be required to submit to a polygraph or other truth verification devices as a condition to proceed with an investigation.

10. PREA Coordinator

- a. Develops and maintains system-wide PREA operating procedures; monitors responsibilities of each facility's PREA Compliance Manager; provides technical guidance, assistance and feedback department-wide to ensure compliance is met. Serves as the primary contact and resource for management on PREA related inquiries and procedural questions.
- b. Monitors and provides PREA related program services, educational materials and training to internal and external stakeholders to ensure they effectively support departmental goals; oversees the development of educational materials

such as bulletin board posters, brochures and staff guides to educate staff and offenders regarding PREA reporting.

- c. Develops and maintains resources to enable 24 hour reporting for offenders and third parties, and to assure the Department's response to sexual violence is appropriate and adequate; monitors the quality of investigations by establishing a communication flow with each division.
- d. Coordinates the design and implementation of new programs, policies and procedures which affect the agency on PREA. Represents the Department and serves as a resource on national, state and local levels concerning the department's efforts on PREA issues.
- e. Prepares and submits formal reports to the Administration and the U.S. Department of Justice and Director regarding management of PREA standards; reviews audit procedures and provides evaluation responses. Informs agency division heads of critical PREA issues, training needs or information updates.
- f. Prepares and submits formal reports quarterly to the Chief Deputy Probation Officer of Institutions that lists the PREA reported incidents. Such report shall include Incident type, Incident date, a brief description of the incident and the recommendations of the Incident Review Panel and of the case disposition.

11. Chief Deputy Probation Officer of Institutions

- a. Ensures Riverside County Probation Department is committed to maintaining an environment free from sexual abuse and sexual harassment of youth in its facilities and ensures there is zero tolerance for anyone engaged in any form of sexual abuse or sexual harassment of youth.
- b. Shall designate a department PREA Coordinator. This individual shall be a management level staff with sufficient time and authority to develop, implement, and oversee the department's efforts to comply with PREA standards.
- c. The Chief Deputy Probation Officer of Institutions shall review PREA Incident panel report and related recommendations. The Chief Deputy Probation Officer of Institutions, as needed, shall authorize recommended changes or document reasons for not implementing changes. Upon completion of the PREA Incident Review form the document shall be sent to the PREA office for record keeping and archiving.
- d. Shall ensure system-wide PREA operating procedures are effective and operational.
- e. Reviews and approves new programs, policies and procedures which affect the agency on PREA.
- f. Reviews and authorizes the submission of formal reports to agencies outside the department.

Date last reviewed: 01/12/2024

Date(s) revised: 01/12/2024; and 01/29/2016

Created: 09/17/15

Riverside County Probation
PREA Incident Review

EXHIBIT C, ATTACHMENT 4

PER PREA STANDARDS: The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded

Juvenile Facilities

§ 115.386 Sexual abuse incident reviews

(a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.

(b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.

(c) The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.

(d) The review team shall:

(1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;

(2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or, gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility;

(3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;

(4) Assess the adequacy of staffing levels in that area during different shifts;

(5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and

(6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement and submit such report to the facility head and PREA compliance manager.

(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.

Riverside County Probation
PREA Incident Review

INCIDENT DETAILS		Incident Report No.	
Incident reported by:		Date of incident:	
Incident Location			
Incident Report Attached: ☐ No ☐ Yes Sexual Abuse Worksheet Attached: ☐ No ☐ Yes Fact Finding Report Attached: ☐ No ☐ Yes List any additional reports attached for review:			
REVIEW PANEL (must include Mgr, SPO and Mental Health or Medical)			
Review Panel Facilitator:		Review Date:	
Facilitator Email		Facilitator Telephone	
Review Panel members:		Telephone:	
		Telephone	
		Telephone	
		Telephone	
		Telephone	
DESCRIPTION OF REVIEW			
Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect or respond to sexual abuse. Comments:			
Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or, gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility: Comments:			
Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse: Comments:			
Assess the adequacy of staffing levels in the area during the different shifts Comments:			
Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff. Comments:			

Riverside County Probation
 PREA Incident Review

Conclusion (attach additional information if required):				
☐ Substantiated	☐ Unsubstantiated	☐ Unfounded		
Comments: 				
Refer to Juvenile PREA standard 115.373-Reporting to residents regarding post review responsibilities.				

CORRECTIVE ACTIONS				
Contributory Factors	Corrective Actions	Responsible Person	By When?	Action Status (Open or Closed)

Review Panel Facilitator		
NAME:	Signature:	DATE:

Facility Administrator		
NAME:	Signature:	DATE:

PREA Officer - Sign Off		
NAME:	Signature:	DATE:

EXHIBIT C, ATTACHMENT 5

OMB No. 1121-0292: Approval Expires 07/31/27

FORM **SSV-IJ**
(07-09-2024)**SURVEY OF SEXUAL VICTIMIZATION: 2023**
Substantiated Incident Form (Juvenile)U.S. DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE STATISTICS
and ACTING AS COLLECTION AGENT
U.S. DEPT. OF COMMERCE
U.S. CENSUS BUREAU

Incident Number ____ out of ____

1. Did the incident include repeated behaviors?01 ☐ Yes 02 ☐ NoIf "Yes" → a. On approximately, how many
different dates did it occur? . . . ____→ b. On what date did the most
recent incident occur?Month Day Year
____If "No" → a. On what date did the incident
occur?Month Day Year
____**2. In what facility did the incident occur?**

City State
____**3. Where did the incident occur? (Mark all that apply.)**

- 01 ☐ In the victim's cell or room (If the victim and perpetrator share a cell or room, count as the victim's cell)
- 02 ☐ In the perpetrator's cell or room
- 03 ☐ In a dormitory or other multiple housing unit
- 04 ☐ In a common area (e.g., shower, dayroom, bathroom)
- 05 ☐ In a temporary holding cell or intake area within the facility
- 06 ☐ In a program service area (e.g., commissary, kitchen, storage, laundry, cafeteria, workshop, hallway)
- 07 ☐ In an instructional area (e.g., classroom, school, library, conference room)
- 08 ☐ In a recreation area (e.g., yard, courtyard, gymnasium)
- 09 ☐ In a medical area (e.g., infirmary, health clinic)
- 10 ☐ In a staff area (e.g., office, break room, counselor's office)
- 11 ☐ Off-site or while in transit
- 12 ☐ Other – *Specify* ☐
- 13 ☐ Location unknown
- 14 ☐ Location not applicable (e.g., involved written, phone, or virtual communication)

4. Did the incident take place in an area subject to video monitoring? (Mark all that apply.)01 ☐ Yes 03 ☐ Unknown
02 ☐ No**5. What time did the incident occur? (Mark all that apply.)**

- 01 ☐ Morning (6 a.m. to 11:59 a.m.)
- 02 ☐ Afternoon (noon to 5:59 p.m.)
- 03 ☐ Evening (6 p.m. to 11:59 p.m.)
- 04 ☐ Overnight (midnight to 5:59 a.m.)
- 05 ☐ Time unknown

6. Who reported the incident? (Mark all that apply.)

- 01 ☐ Victim
- 02 ☐ Another youth (nonvictim)
- 03 ☐ Victim's family, friend, or legal guardian
- 04 ☐ Correctional officer or front-line staff
- 05 ☐ Administrative staff
- 06 ☐ Medical, healthcare, or mental health staff
- 07 ☐ Instructor, teacher, or counselor
- 08 ☐ Other staff (e.g., kitchen worker, maintenance staff)
- 09 ☐ Chaplain or other religion official
- 10 ☐ Perpetrator
- 11 ☐ Perpetrator's family, friend, or legal guardian
- 12 ☐ Grievance coordinator, grievance process, or ombuds
- 13 ☐ Attorney (victim's or perpetrator's)
- 14 ☐ Confidential informant, anonymous tip, hotline, or through monitoring (e.g., camera, telephone, or mail)
- 15 ☐ Other – *Specify* ☐

7. What was the type of sexual victimization incident? (See definitions on page 9.)

- 01 ☐ Youth-on-youth sexual abuse
→ **Complete sections A and B**
- 02 ☐ Youth-on-youth sexual harassment
→ **Complete sections A and B**
- 03 ☐ Staff-on-youth sexual abuse
→ **Complete sections A and C**
- 04 ☐ Staff-on-youth sexual harassment
→ **Complete sections A and C**

Burden Statement

Under the Paperwork Reduction Act, we cannot ask you to respond to a collection of information unless it displays a currently valid OMB control number. The burden of this collection is estimated to average 30 minutes per response, including reviewing instructions, searching existing data sources, gathering necessary data, and completing and reviewing this form. Send comments regarding this burden estimate or any aspect of this survey, including suggestions for reducing this burden, to the Director, Bureau of Justice Statistics, 810 Seventh Street, NW, Washington, DC 20531. Do not send your completed form to this address.

Section A VICTIMS OF SEXUAL VICTIMIZATION

8. How many victims were involved in the incident?Number of victims

→ If more than two victims were involved, please complete this form online.

9. Victim #1: What was the victim's sex assigned at birth?

Sex is a multidimensional construct based on a cluster of anatomical and physiological traits that include external genitalia, secondary sex characteristics, gonads, chromosomes, and hormones.

- 01 ☐ Male
02 ☐ Female

10. Victim #1: What was the victim's gender identity?

Gender identity is a person's core internal understanding or sense of who they are regardless of sex assigned at birth.

- 01 ☐ Male
02 ☐ Female
03 ☐ Transgender (A person whose gender identity is different from the person's sex assigned at birth.)
04 ☐ Intersex (A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as differences in sex development.)
05 ☐ Gender nonconforming (A person whose gender identity does not conform to traditional societal gender expectations.)
06 ☐ Other – Specify
07 ☐ Unknown

11. Victim #1: What was the victim's age at the time of the incident? years**12. Victim #1: What was the victim's race or ethnicity? (Mark all that apply.)**

- 01 ☐ White
02 ☐ Black or African American
03 ☐ Hispanic or Latino
04 ☐ American Indian or Alaska Native
05 ☐ Asian
06 ☐ Native Hawaiian or Pacific Islander
07 ☐ Middle Eastern or North African
08 ☐ Other racial category in your information system – Specify

13. Victim #1: What was the victim's citizenship?

- 01 ☐ A U.S. citizen
02 ☐ Not a U.S. citizen
03 ☐ Of unknown citizenship status

14. Victim #1: Was the victim identified as having any of the following disabilities at the time of the incident? (Mark all that apply.)

Disability is defined as (a) A physical or mental impairment that substantially limits one or more of the major life activities of [an] individual, (b) a record of such an impairment, or (c) being regarded as having such an impairment.

- 01 ☐ A serious and persistent mental illness (e.g., bipolar disorder, major depression, obsessive compulsive disorder, post-traumatic stress disorder, schizophrenia, etc.)
02 ☐ A cognitive impairment or intellectual disability (e.g., ADHD, autism spectrum disorder, dementia, a learning disability, etc.)
03 ☐ A physical impairment or disability (e.g., back or spinal injury, blindness or low vision, deafness or hearing loss, diabetes, epilepsy, heart disease, mobility impairments, etc.)

15. Victim #1: Did the victim sustain any physical injury during the incident?

- 01 ☐ Yes 02 ☐ No 03 ☐ Unknown

If "Yes" → a. What injuries occurred?
(Mark all that apply.)

- 01 ☐ Bruises, black eye, sprains, cuts, scratches, swelling, welts
02 ☐ Bites
03 ☐ Burns
04 ☐ Chipped or knocked out teeth
05 ☐ Anal or vaginal tearing
06 ☐ Knocked unconscious
07 ☐ Broken bones
08 ☐ Knife or stab wounds
09 ☐ Internal injuries
10 ☐ Other – Specify

→ b. Did the victim receive medical treatment for these injuries?

- 01 ☐ Yes 02 ☐ No 03 ☐ Unknown

16. Victim #1: After the incident was reported, was the victim – (Mark all that apply.)

- 01 ☐ Provided with counseling or mental health treatment
02 ☐ Given a medical examination
03 ☐ Administered a sexual assault kit
04 ☐ Given post-exposure prophylaxis (PEP) and/or emergency contraception
05 ☐ Given a pregnancy test
06 ☐ Tested for HIV/AIDS
07 ☐ Tested for other sexually transmitted infections
08 ☐ Offered but declined testing or treatment and/or counseling
09 ☐ Already released/discharged
10 ☐ None of the above

Section A VICTIMS OF SEXUAL VICTIMIZATION

17. Victim #1: After the incident was reported, was the victim – (Mark all that apply.)

- 01 ☐ Separated from perpetrator
 02 ☐ Confined to own cell or room
 03 ☐ Placed in or returned to restrictive housing
 04 ☐ Placed in a medical unit, ward, or hospital
 05 ☐ Placed in camera room, under close surveillance, or increased supervision
 06 ☐ Transferred to another housing unit or dorm, or given a single room or cell
 07 ☐ Given a higher custody level or different unit within the facility
 08 ☐ Transferred to another facility
 09 ☐ Issued disciplinary report or loss of privileges
 10 ☐ Other – Specify z

11 ☐ None of the above

→ If there were no other victims, please skip to Section B on pages 4-5 if the incident involved a youth perpetrator or Section C on pages 6-7 if the incident involved a staff perpetrator.

18. Victim #2: What was the victim's sex assigned at birth?

- 01 ☐ Male
 02 ☐ Female

19. Victim #2: What was the victim's gender identity?

- 01 ☐ Male
 02 ☐ Female
 03 ☐ Transgender
 04 ☐ Intersex
 05 ☐ Gender nonconforming
 06 ☐ Other – Specify z
 07 ☐ Unknown

20. Victim #2: What was the victim's age at the time of the incident?

 years

21. Victim #2: What was the victim's race or ethnicity? (Mark all that apply.)

- 01 ☐ White
 02 ☐ Black or African American
 03 ☐ Hispanic or Latino
 04 ☐ American Indian or Alaska Native
 05 ☐ Asian
 06 ☐ Native Hawaiian or Pacific Islander
 07 ☐ Middle Eastern or North African
 08 ☐ Other racial category in your information system – Specify z

22. Victim #2: What was the victim's citizenship?

- 01 ☐ A U.S. citizen
 02 ☐ Not a U.S. citizen
 03 ☐ Of unknown citizenship status

23. Victim #2: Was the victim identified as having any of the following disabilities at the time of the incident? (Mark all that apply.)

- 01 ☐ A serious and persistent mental illness (e.g., bipolar disorder, major depression, obsessive compulsive disorder, post-traumatic stress disorder, schizophrenia, etc.)
 02 ☐ A cognitive impairment or intellectual disability (e.g., ADHD, autism spectrum disorder, dementia, a learning disability, etc.)
 03 ☐ A physical impairment or disability (e.g., back or spinal injury, blindness or low vision, deafness or hearing loss, diabetes, epilepsy, heart disease, mobility impairments, etc.)

24. Victim #2: Did the victim sustain any physical injury during the incident?

- 01 ☐ Yes 02 ☐ No 03 ☐ Unknown

If "Yes" → a. What injuries occurred?
 (Mark all that apply.)

- 01 ☐ Bruises, black eye, sprains, cuts, scratches, swelling, welts
 02 ☐ Bites
 03 ☐ Burns
 04 ☐ Chipped or knocked out teeth
 05 ☐ Anal or vaginal tearing
 06 ☐ Knocked unconscious
 07 ☐ Broken bones
 08 ☐ Knife or stab wounds
 09 ☐ Internal injuries
 10 ☐ Other – Specify z

→ b. Did the victim receive medical treatment for these injuries?

- 01 ☐ Yes 02 ☐ No 03 ☐ Unknown

25. Victim #2: After the incident was reported, was the victim – (Mark all that apply.)

- 01 ☐ Provided with counseling or mental health treatment
 02 ☐ Given a medical examination
 03 ☐ Administered a sexual assault kit
 04 ☐ Given post-exposure prophylaxis (PEP) and/or emergency contraception
 05 ☐ Given a pregnancy test
 06 ☐ Tested for HIV/AIDS
 07 ☐ Tested for other sexually transmitted infections
 08 ☐ Offered but declined testing or treatment and/or counseling
 09 ☐ Already released/discharged
 10 ☐ None of the above

26. Victim #2: After the incident was reported, was the victim – (Mark all that apply.)

- 01 ☐ Separated from perpetrator
 02 ☐ Confined to own cell or room
 03 ☐ Placed in or returned to restrictive housing
 04 ☐ Placed in a medical unit, ward, or hospital
 05 ☐ Placed in camera room, under close surveillance, or increased supervision
 06 ☐ Transferred to another housing unit or dorm, or given a single room or cell
 07 ☐ Given a higher custody level or different unit within the facility
 08 ☐ Transferred to another facility
 09 ☐ Issued disciplinary report or loss of privileges
 10 ☐ Other – Specify ☒ _____

11 ☐ None of the above

Section B YOUTH PERPETRATORS OF SEXUAL VICTIMIZATION

→ If the perpetrator was a staff member, go to Section C on pages 6-7.

27. What was the nature of the incident? (Mark all that apply.)

- 01 ☐ Repeated verbal comments or gestures of a derogatory or offensive sexual nature
 02 ☐ Repeated and unwelcome sexual advances or requests for sexual favors
 03 ☐ Indecent exposure, masturbation, voyeurism, or other actions of a derogatory sexual nature
 04 ☐ Intentional and nonconsensual or coerced touching of the genitalia, anus, groin, breast, inner thigh, or the buttocks
 05 ☐ Nonconsensual sexual act that resulted from pressure or coercion (without force)
 06 ☐ Nonconsensual sexual act that resulted from physical force (or the threat of force)
 07 ☐ Other – Specify ☒ _____

28. What types of pressure, coercion, or force occurred as part of the incident? (Mark all that apply.)

- 01 ☐ Persuasion or talked into sexual activity
 02 ☐ Bribery or blackmail
 03 ☐ Gave the victim drugs or alcohol
 04 ☐ Offered protection from other youth
 05 ☐ Threats made (e.g., threatened harm to victim or victim's family, threatened with a weapon)
 06 ☐ Unwanted touching, grabbing, or groping of the victim by surprise or while the victim was asleep or incapacitated
 07 ☐ Physically held victim down or restrained in some way, including having other youth restrain the victim
 08 ☐ Physical harm or injury
 09 ☐ Other – Specify ☒ _____

10 ☐ None of the above

29. How many youth perpetrators were involved in the incident?

Number of youth perpetrators

→ If more than two youth perpetrators were involved, please complete this form online.

30. Perpetrator #1: What was the youth perpetrator's sex assigned at birth?

Sex is a multidimensional construct based on a cluster of anatomical and physiological traits that include external genitalia, secondary sex characteristics, gonads, chromosomes, and hormones.

- 01 ☐ Male
 02 ☐ Female

31. Perpetrator #1: What was the youth perpetrator's gender identity?

Gender identity is a person's core internal understanding or sense of who they are regardless of sex assigned at birth.

- 01 ☐ Male
 02 ☐ Female
 03 ☐ Transgender (A person whose gender identity is different from the person's sex assigned at birth.)
 04 ☐ Intersex (A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as differences in sex development.)
 05 ☐ Gender nonconforming (A person whose gender identity does not conform to traditional societal gender expectations.)
 06 ☐ Other – Specify
 07 ☐ Unknown

32. Perpetrator #1: What was the youth perpetrator's age at the time of the incident?
 years
33. Perpetrator #1: What was the youth perpetrator's race or ethnicity?
(Mark all that apply.)

- 01 ☐ White
 02 ☐ Black or African American
 03 ☐ Hispanic or Latino
 04 ☐ American Indian or Alaska Native
 05 ☐ Asian
 06 ☐ Native Hawaiian or Pacific Islander
 07 ☐ Middle Eastern or North African
 08 ☐ Other racial category in your information system –
 Specify ☒

34. Perpetrator #1: After the incident, was the youth perpetrator – (Mark all that apply.)

- 01 ☐ Confined to own cell or room
 02 ☐ Placed in or returned to restrictive housing
 03 ☐ Placed in higher custody level, restricted unit or program, within the same facility
 04 ☐ Transferred to other unit/cell or separated from victim
 05 ☐ Transferred to another facility
 06 ☐ Sent to counseling or mental health treatment
 07 ☐ Given medical treatment or testing (e.g., post-exposure prophylaxis (PEP), HIV/AIDS)
 08 ☐ Loss of "good/gain" time, increase in "bad" time or delayed release
 09 ☐ Given extra work
 10 ☐ Loss of privileges, disciplinary report or conduct violation, or other reprimand
 11 ☐ Arrested or referred to law enforcement agency
 12 ☐ Referred for prosecution or indicted
 13 ☐ Convicted, plead guilty, given new sentence, or fined
 14 ☐ Awaiting a legal outcome
 15 ☐ Other – Specify ☒

→ If there were no other perpetrators, please skip to Notes on page 8 (if applicable) or submit form.

35. Perpetrator #2: What was the youth perpetrator's sex assigned at birth?

- 01 ☐ Male
 02 ☐ Female

36. Perpetrator #2: What was the youth perpetrator's gender identity?
(See definitions on page 9.)

- 01 ☐ Male
 02 ☐ Female
 03 ☐ Transgender
 04 ☐ Intersex
 05 ☐ Gender nonconforming
 06 ☐ Other – Specify ☒
 07 ☐ Unknown

37. Perpetrator #2: What was the youth perpetrator's age at the time of the incident?
 years
38. Perpetrator #2: What was the youth perpetrator's race or ethnicity?
(Mark all that apply.)

- 01 ☐ White
 02 ☐ Black or African American
 03 ☐ Hispanic or Latino
 04 ☐ American Indian or Alaska Native
 05 ☐ Asian
 06 ☐ Native Hawaiian or Pacific Islander
 07 ☐ Middle Eastern or North African
 08 ☐ Other racial category in your information system –
 Specify ☒

39. Perpetrator #2: After the incident, was the youth perpetrator – (Mark all that apply.)

- 01 ☐ Confined to own cell or room
 02 ☐ Placed in or returned to restrictive housing
 03 ☐ Placed in higher custody level, restricted unit or program, within the same facility
 04 ☐ Transferred to other unit/cell or separated from victim
 05 ☐ Transferred to another facility
 06 ☐ Sent to counseling or mental health treatment
 07 ☐ Given medical treatment or testing (e.g., post-exposure prophylaxis (PEP), HIV/AIDS)
 08 ☐ Loss of "good/gain" time, increase in "bad" time or delayed release
 09 ☐ Given extra work
 10 ☐ Loss of privileges, disciplinary report or conduct violation, or other reprimand
 11 ☐ Arrested or referred to law enforcement agency
 12 ☐ Referred for prosecution or indicted
 13 ☐ Convicted, plead guilty, given new sentence, or fined
 14 ☐ Awaiting a legal outcome
 15 ☐ Other – Specify ☒

Section C STAFF PERPETRATORS OF SEXUAL VICTIMIZATION

→ If the perpetrator was a youth, go to Section B on pages 4-5.

40. What was the nature of the incident? (Mark all that apply.)

- 01 ☐ Repeated suggestive, derogatory, or obscene verbal comments or gestures of a sexual nature
- 02 ☐ Wrote letters, showed pictures, talked on the phone, or through video conferencing
- 03 ☐ Exhibited grooming or manipulative behaviors such as providing gifts, special privileges, or favors to youth
- 04 ☐ Indecent exposure, invasion of privacy, or voyeurism
- 05 ☐ Any attempt, threat, or request related to abusive sexual contact or sexual acts
- 06 ☐ Any touching or kissing for sexual gratification
- 07 ☐ Pressure or abuse of power resulting in a sexual act
- 08 ☐ Physical force resulting in a sexual act
- 09 ☐ Other – Specify ☐

41. How many staff perpetrators were involved in the incident?

Number of staff . . .

→ If more than two staff were involved, please complete this form online.

42. Staff #1: What was the staff perpetrator's gender?

- 01 ☐ Male
- 02 ☐ Female

43. Staff #1: What was the staff perpetrator's age at the time of the incident?

years

44. Staff #1: What was the staff perpetrator's race or ethnicity? (Mark all that apply.)

- 01 ☐ White
- 02 ☐ Black or African American
- 03 ☐ Hispanic or Latino
- 04 ☐ American Indian or Alaska Native
- 05 ☐ Asian
- 06 ☐ Native Hawaiian or Pacific Islander
- 07 ☐ Middle Eastern or North African
- 08 ☐ Other racial category in your information system – Specify ☐

45. Staff #1: Was the staff perpetrator involved in the incident –

- 01 ☐ Full- or part-time paid employee
- 02 ☐ Contract employee or vendor
- 03 ☐ Volunteer or intern
- 04 ☐ Other – Specify ☐

46. Staff #1: What was the primary position description of the staff perpetrator involved in the incident?

- 01 ☐ Correctional officer, supervisory or security staff, or direct care staff
- 02 ☐ Maintenance and other facility support staff, including groundskeepers, janitors, cooks, and drivers
- 03 ☐ Medical or healthcare staff, including counselors, doctors, dentists, psychologists, psychiatrists, social workers, nurses, and medical assistants
- 04 ☐ Education staff, including instructors, teachers, librarians, and education assistants
- 05 ☐ Member of the clergy or chaplaincy
- 06 ☐ Administrator, including wardens, superintendents, assistants and others in administrative positions
- 07 ☐ Clerical staff including secretaries, clerks, receptionists, and other administrative support
- 08 ☐ Other program staff
- 09 ☐ Volunteers or interns
- 10 ☐ Other staff – Specify ☐

47. Staff #1: At the time of the incident, how long had the staff perpetrator worked at the facility?

- 01 ☐ Less than 6 months
- 02 ☐ 6 months to 1 year
- 03 ☐ 1 to 5 years
- 04 ☐ 6 to 10 years
- 05 ☐ 11 or more years

48. Staff #1: After the incident, was the staff perpetrator – (Mark all that apply.)

- 01 ☐ Sent to training or counseling
- 02 ☐ Reprimanded or disciplined
- 03 ☐ Transferred to another facility or unit
- 04 ☐ Demoted, diminished responsibilities, suspended temporarily, or placed on administrative leave
- 05 ☐ Discharged, terminated, or contract not renewed
- 06 ☐ Staff resigned (prior to completion of investigation)
- 07 ☐ Staff resigned (after investigation was completed)
- 08 ☐ Arrested or referred to law enforcement agency
- 09 ☐ Referred for prosecution or indicted
- 10 ☐ Convicted, plead guilty, sentenced, or fined
- 11 ☐ Awaiting a legal outcome
- 12 ☐ Other – Specify ☐

- 13 ☐ No action taken

→ If there were no other staff perpetrators involved, please skip to Notes on page 8 (if applicable) or submit form.

49. Staff #2: What was the staff perpetrator's gender?

- 01 ☐ Male
02 ☐ Female

50. Staff #2: What was the staff perpetrator's age at the time of the incident?

years

51. Staff #2: What was the race/ethnic origin of the staff perpetrator involved in the incident? (Mark all that apply.)

- 01 ☐ White
02 ☐ Black or African American
03 ☐ Hispanic or Latino
04 ☐ American Indian or Alaska Native
05 ☐ Asian
06 ☐ Native Hawaiian or Pacific Islander
07 ☐ Middle Eastern or North African
08 ☐ Other racial category in your information system – Specify ☐

52. Staff #2: Was the staff perpetrator involved in the incident –

- 01 ☐ Full- or part-time paid employee
02 ☐ Contract employee or vendor
03 ☐ Volunteer or intern
04 ☐ Other – Specify ☐

53. Staff #2: What was the primary position description of the staff perpetrator involved in the incident?

- 01 ☐ Correctional officer, supervisory or security staff, or direct care staff
02 ☐ Maintenance and other facility support staff, including groundskeepers, janitors, cooks, and drivers
03 ☐ Medical or healthcare staff, including counselors, doctors, dentists, psychologists, psychiatrists, social workers, nurses, and medical assistants
04 ☐ Education staff, including instructors, teachers, librarians, and education assistants
05 ☐ Member of the clergy or chaplaincy
06 ☐ Administrator, including wardens, superintendents, assistants and others in administrative positions
07 ☐ Clerical staff including secretaries, clerks, receptionists, and other administrative support
08 ☐ Other program staff
09 ☐ Volunteers or interns
10 ☐ Other staff – Specify ☐

54. Staff #2: At the time of the incident, how long had the staff perpetrator worked at the facility?

- 01 ☐ Less than 6 months
02 ☐ 6 months to 1 year
03 ☐ 1 to 5 years
04 ☐ 6 to 10 years
05 ☐ 11 or more years

55. Staff #2: After the incident, was the staff perpetrator – (Mark all that apply.)

- 01 ☐ Sent to training or counseling
02 ☐ Reprimanded or disciplined
03 ☐ Transferred to another facility or unit
04 ☐ Demoted, diminished responsibilities, or suspended temporarily, or placed on administrative leave
05 ☐ Discharged, terminated, or contract not renewed
06 ☐ Staff resigned (prior to completion of investigation)
07 ☐ Staff resigned (after investigation was completed)
08 ☐ Arrested or referred to law enforcement agency
09 ☐ Referred for prosecution or indicted
10 ☐ Convicted, plead guilty, sentenced, or fined
11 ☐ Awaiting a legal outcome
12 ☐ Other – Specify ☐
13 ☐ No action taken

NOTES

Definitions

Sexual victimization

Youth-on-youth sexual abuse: Sexual abuse of a youth, detainee, or resident by another youth, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- 1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- 2) Contact between the mouth and the penis, vulva, or anus;
- 3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- 4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Youth-on-youth sexual harassment: Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one youth, detainee, or resident directed toward another.

Staff-on-youth sexual abuse: Sexual abuse of a youth, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the youth, detainee, or resident:

- 1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- 2) Contact between the mouth and the penis, vulva, or anus;
- 3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- 4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- 5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- 6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1) - (5) of this section;
- 7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a youth, detainee, or resident, and
- 8) Voyeurism by a staff member, contractor, or volunteer.

Staff-on-youth sexual harassment: Repeated verbal comments or gestures of a sexual nature to a youth, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Sex and gender identity

Sex: A multidimensional construct based on a cluster of anatomical and physiological traits that include external genitalia, secondary sex characteristics, gonads, chromosomes, and hormones.

Gender identity: A person's core internal understanding or sense of who they are regardless of sex assigned at birth.

Intersex: A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as differences in sex development (DSD).

Gender nonconforming: A person whose gender identity does not conform to traditional societal gender expectations.

Transgender: A person whose gender identity is different from the person's sex assigned at birth.

Disability

Disability: A (1) physical or mental impairment that substantially limits one or more of the major life activities of [an] individual, (2) a record of such an impairment, or (3) being regarded as having such an impairment.



RIVERSIDE COUNTY PROBATION DEPARTMENT

Serving Courts • Protecting Our Community • Changing Lives



Date: Tuesday, September 2, 2025

From: Christopher H. Wright, Chief Probation Officer

To: Purchasing Agent

Via: Todd Hough, Assistant Division Director
951.358.4866

Subject: Request for Sole Source, First Institute Training & Management, Inc.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

☐ Single Source ☒ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

☐ Supplier Quote ☒ Supplier Sole Source Letter ☐ Final draft agreement

☒ Final draft Form 11 ☐ H-11 approved by RCIT/TSOC ☐ Grant Agreement

☐ Other: _____ (i.e.
CA Secretary of State Business Entity Information, Dept. of Justice Registration
Conformation for non-profits, etc.)

1. Requested Supplier Name: First Institute Training & Management Supplier ID: New

- a. Describe the goods/service being requested: First Institute Training & Management, Inc. (FITM) provides students with the foundational knowledge required to succeed in the workforce. Specifically, we are requesting First Institute to provide a Welding Technology Program at AMC-YTEC. This is a comprehensive 180 clock hour welding program that prepares students for an entry level position in the general field of welding. The focus of the program is to teach students the skills necessary in a welding process positioning them to successfully complete an industry standard welding certification test governed by the American Welding Society (AWS).

- b. Explain the unique features of the goods/services being requested from this supplier: (FITM) will provide a mobile trailer that will be parked on the YTEC Detention Center property for the duration of the program. This mobile trailer is a comprehensive welding shop and classroom, which can hold up to 8 students at a time. FITM is the only provider of mobile occupational skills training in the field of Welding Technology via its mobile welding lab, approved to operate under the California Bureau for Private Postsecondary (BPPE, school code #29965963) in the Inland Empire.
- c. What are the operational benefits to your department? Youth gain valuable vocational skills that can lead to employment opportunities post-release, promoting rehabilitation and reducing recidivism. The program provides a structured and productive environment, helping to keep youth engaged and focused, which can reduce behavioral issues. This program fosters positive interactions between staff and youth, enhancing relationships and trust, which can improve overall facility morale and safety. Welding education can complement other educational programs, contributing to a well-rounded curriculum that meets the diverse needs of youth. Utilizing the provided mobile trailer for a welding school maximizes the use of facility resources. By focusing on skill-building, the department reinforces its commitment to rehabilitation, which can improve public perception and support for the facility. As the youth we serve inherently come with various skills, abilities and interests, it is imperative to have a vocational program brought to our facility which usually is not an option. Lastly, participation in the program can serve as an incentive for positive behavior, encouraging youth to engage in more constructive activities.
- d. Provide details on any cost benefits/discounts.
2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?
- ☐ Yes ☒ No
- a. If yes, please explain why you are requesting to utilize an SSJ process
3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*
- ☐ Yes SSJ# _____ ☒ No
- a. What was the total annual and aggregate amount?
4. Identify all costs for this requested in the table below:

If review is for multiple years, all costs must be identified below:

Description:	FY 25/26	FY 26/27	FY 27/28	FY 28/29 Option to renew	FY 29/30 Option to Renew	Total
One-time Costs: Welding Technology Course	\$109,200	\$109,200	\$109,200	\$109,200	\$109,200	\$546,000
Estimated Fee/Payment						
Other Costs:						
Total Costs	\$109,200	\$109,200	\$109,200	\$109,200	\$109,200	\$546,000

Note: 10% Contingency not to exceed \$54,600 (if needed)

5. Period of Performance: 3 years

Ratify Start Date (if applicable): N/A

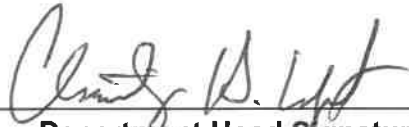
Initial Term Start Date: 9/22/2025 End Date: 6/30/2028

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): Three years with an option to renew for two additional one-year periods

Aggregate Term/End Date: 6/30/2030

6. Projected Board of Supervisor Date (if applicable): 9/22/2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

<u>Christopher H. Wright</u> Print Name	 Department Head Signature (Executive Level Designee)	<u>9-9-25</u> Date
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PCS Reviewed:

<u>Patrick Meeks</u> Print Name	 Signature	<u>12/01/2025</u> Date
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Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

☐ One-time \$ _____

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 600,600

☐ Aggregate Amount \$ _____

Stacy Orton

Purchasing Agent Signature

12/10/2025

Date

26-088

Tracking Number

(Reference on Purchasing Documents)