

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



Sent Via Electronic Mail

December 20, 2023

Daniel Hernandez, Chief Probation Officer
Orange County Probation Department
1055 N Main Street, 5th Floor
Santa Ana, CA 92701

Dear Daniel Hernandez:

AGREEMENT NUMBER: C5611901
SERVICE: PINE GROVE YOUTH CONSERVATION CAMP SERVICES

Enclosed for your signature is Agreement Number C5611901 and related exhibits. **This Agreement is not valid unless, and until, approved by the Department of General Services, or under its authority, the California Department of Corrections and Rehabilitation (CDCR).** In order to execute this Agreement, the following documents are required:

- DocuSigned Standard Agreement STD 213 form
- Completed Contractor Certification Clauses (CCC 04/2017) (Form attached)
- Copy of the Board Resolution, Board Minutes/Board Order or Purchasing Signing Authority Documentation

The CDCR will send the Standard Agreement STD 213 to you via DocuSign for signature. You do not need a DocuSign account; you will just need to click on the link that is emailed to you to complete your signatures. The other documents listed above can be sent to me via email.

The State has no legal obligation, unless and until the Agreement is approved. When this Agreement is fully approved, an original will be forwarded to you.

If you have any questions, please contact me via email at svetlana.ponomarenko@cdcr.ca.gov.

Sincerely,

Lana Ponomarenko
Lana Ponomarenko, Contract Analyst
Contracts Management Branch

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

| | |
|---------------------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
|---------------------------------------|-------------------|

By (Authorized Signature)

Printed Name and Title of Person Signing

| | |
|---------------|---------------------------|
| Date Executed | Executed in the County of |
|---------------|---------------------------|

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|-------------------------------------|---|
| AGREEMENT NUMBER C5611901 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-------------------------------------|---|

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

CONTRACTING AGENCY NAME
California Department of Corrections and Rehabilitation

CONTRACTOR NAME
County of Orange

2. The term of this Agreement is:

START DATE
Upon Approval

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
(\$112,320.00)

One Hundred Twelve Thousand Three Hundred Twenty Dollars and Zero Cents - Reimbursement to CDCR

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|---------------------|---|------------------|
| Exhibit A | Scope of Work | 12 |
| Exhibit B | Budget Detail and Payment Provisions | 1 |
| Exhibit B-1 | Rate Sheet | 2 |
| + - Exhibit C* | General Terms and Conditions | GTC 04/2017 * |
| + - Exhibit D | Special Terms and Conditions for Public Entity Agreements | 12 |
| + - Exhibit E | Prison Rape Elimination Policy-Volunteer/Contractor Informational Sheet | 3 |
| + - Attachment 1 | County Youthful Offender Camp Screening | 4 |
| + - Attachment 2 | County Youthful Offender Camp Screening Camp Criteria Exemption Request | 1 |
| + - Attachment 3 | Mental Health & Medical Information From Outside Agencies | 3 |
| + - Attachment 4 | Referral Document | 1 |
| + - Attachment 5 | County Youth Delivery Receipt | 1 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of Orange

| | | | |
|--|----------------------------------|-------------|--------------|
| CONTRACTOR BUSINESS ADDRESS 1055 N Main Street, 5th Floor | CITY Santa Ana | STATE CA | ZIP 92701 |
| PRINTED NAME OF PERSON SIGNING DANIEL HERNANDEZ | TITLE Chief Probation Officer | | |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED | | |

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------------------|---|
| AGREEMENT NUMBER C5611901 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------------------|---|

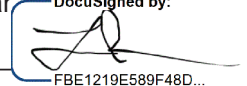
STATE OF CALIFORNIA

| | | | |
|--|---|-------------|--------------|
| CONTRACTING AGENCY NAME California Department of Corrections and Rehabilitation | | | |
| CONTRACTING AGENCY ADDRESS 9838 Old Placerville Road, Suite B-2 | CITY Sacramento | STATE CA | ZIP 95827 |
| PRINTED NAME OF PERSON SIGNING SAMANTHA BRUTON | TITLE Section Chief, Institution Contracts Section | | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED | | |
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) | | |

Approved as to Form
Office of the County Counsel

Oral DocuSigned by:

By



FBE1219E589F48D...

Date

2/13/2024

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

I. INTRODUCTION

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

The services shall be performed at:

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

DEFINITIONS

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

CALFIRE – The California Department of Forestry and Fire Protection.

Day – Calendar day unless otherwise defined in this agreement.

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

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

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

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

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

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

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

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

II. TERM

The term of this Agreement shall commence upon approval by the California Department of General Services and shall remain in effect through June 30, 2026, unless a 30-day termination notice is submitted in writing to the other part by either the COUNTY or CDCR. This contract may be extended upon agreement between the two parties.

III. STANDARD CONDITIONS

A. Youthful Offender Housing

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

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

B. Selection and Placement Process

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

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

The criteria for camp placement is as follows:

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

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

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

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

EXEMPTION REQUESTS

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

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

1. **A violent or serious offense as listed below:**

- a.
 - Murder, First Degree
 - Murder, Second Degree
 - Kidnapping with Death of Victim
 - Kidnapping with Substantial Injury
 - Torture
 - Attempt or conspiracy to commit any of the above
- b.
 - Voluntary Manslaughter
 - Kidnap for Ransom, Reward or Extortion
 - Kidnap for Robbery
 - Kidnap during Carjacking
 - Conspiracy to commit any of the above

Exemptions for COUNTY Youthful Offenders who committed an offense in the above Section One must be approved by the Camp Warden Hiring Authority or the Office of the DJJ Deputy Director.

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

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

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

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

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

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

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

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

- Minute Order or Judicial Council Form (JV-732) (one copy certified). The following information must be included:
 - Offense(s)
 - Disposition/Release date
 - Medication and authority to dispense, if applicable
 - Victim Information
 - Restitution balance
 - Two photos
- Probation Report:
 - Summary of offense
 - Names and status of co-offenders
 - Performance on probation and violation(s), if applicable
 - Gang Information

- Individual Rehabilitation Plan when required by Welfare and Institutions Code Section 875(d)(1)
 - Mental Health and Medical Information from Outside Agencies, (Attachment 3)
 - County Youthful Offender Camp Screening, (Attachment 1).
 - County Youthful Offender Camp Criteria Exemption Request, if applicable (Attachment 2)
 - Completed Referral Document, (Attachment 4)
 - Confidential envelope with victim(s) name and address

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

COUNTY will be allowed to view or receive medical records of the youths under 45 CFR 164.512(k)(5) if COUNTY represents that such protected health information is necessary for the provision of health care to such individuals.

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

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

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

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

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

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

APPEAL PROCESS

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

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

C. Transfer and Delivery of Youthful Offenders

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

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

The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of a COUNTY Youthful Offender from Fire Camp. This retrieval shall occur on the date and time specified by the CDCR and mutually agreed upon by the CDCR and the COUNTY. In the event the COUNTY does not retrieve a COUNTY Youthful Offender on the specified date and time, the COUNTY shall be charged the housing rate of \$10.00 per day for the cost of housing that COUNTY Youthful Offender.

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

D. Youthful Offender Work/Program Assignment Payment

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

E. Return of Youthful Offenders to COUNTY

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

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

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

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

No less than 30 days prior to a COUNTY Youthful Offender's release date, the COUNTY Youthful Offender shall be retrieved by the COUNTY in accordance with Section II, Subsection C. All pre-release processing is the responsibility of the COUNTY. When a COUNTY Youthful Offender returns to the COUNTY, the CDCR shall forward the COUNTY Youthful Offender's current available Trust balance, in the form of a check made payable to the offender but addressed to the COUNTY, in the amount due to the COUNTY Youthful Offender within three (3) to six (6) weeks of the COUNTY Youthful Offender's transfer unless an alternate location is directed by the COUNTY.

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

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

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

IV. OPERATION OF CAMP

A. General Duties

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

B. Medical/Mental Health/Dental

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

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

The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases. The health care record created at the Fire Camp/CDCR is the property of the CDCR. A copy of applicable health records for health care delivered while the COUNTY Youthful Offender was housed at the Fire Camp shall be forwarded to the COUNTY when the COUNTY Youthful Offender is transferred from the Fire Camp. Release of information shall be conducted in accordance with CDCR regulations and policies and shall be subject to statutory limitations on disclosure, including but not limited to state privacy laws, provisions of the federal requirements imposed by HIPAA, and other federal privacy laws.

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

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

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

C. Death of a COUNTY Youthful Offender

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

A certified copy of the death certificate and the COUNTY Youthful Offender's file and medical records shall be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR. The CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY shall notify the designated next of kin of the deceased Youthful Offender, if any, as soon as practicable after death.

The CDCR shall not be responsible for expenses relative to any necessary preparation, storage, shipment, and disposal of the body.

D. COUNTY Youthful Offender Work and Training

All COUNTY Youthful Offenders shall participate in the Fire Camp programs, firefighter training, in-camp work assignments, and work at the Fire Camp, unless otherwise medically or administratively precluded. A COUNTY Youthful Offender who refuses to participate in the Fire Camp Work/Training Program shall be returned to the COUNTY in accordance with Section II, Subsection C.

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

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

E. COUNTY Youthful Offender Programs

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

F. Religious Opportunity

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

G. Recreation, Packages and Canteen

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

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

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

H. Telephone

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

I. Clothing

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

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

J. Meals

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

K. Mail

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

L. Visitation

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

M. COUNTY Youthful Offender Property

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

N. COUNTY Youthful Offender Appeals

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

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

O. Access to Courts

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

Any court order to produce a COUNTY Youthful Offender that is presented to the COUNTY shall immediately be forwarded to the CDCR Headquarters for processing. The COUNTY is

responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, CDCR may transport in accordance with Section II, Subsection C.

P. Youthful Offender Records and Progress Reports

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

All warrants, holds and detainers received by the COUNTY for a COUNTY Youthful Offender shall be forwarded to the CDCR within 24 hours. All warrants, holds and detainers received by the CDCR for a COUNTY Offender shall be forwarded to the COUNTY within 24 hours.

The COUNTY shall perform all time calculations for the COUNTY Youthful Offender while housed in the Fire Camp and shall provide the CDCR with an initial COUNTY Youthful Offender release date and any changes to the COUNTY Youthful Offender release date. This information is required to facilitate the return of the COUNTY Youthful Offender to the COUNTY within 30 days of the COUNTY Youthful Offender's release.

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

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

Q. Transportation and Security

The CDCR shall provide security for the COUNTY Youthful Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere. The CDCR shall provide transportation and transportation staffing consistent with CDCR regulations and policies to and from urgent and emergent medical care.

The COUNTY is responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, the CDCR may transport in accordance with Section II, Subsection C.

R. Escapes

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

The escape pursuit shall be in cooperation with the Sheriff of the county where the Fire Camp is located and CDCR Headquarters. Cooperation between CDCR and Sheriff of the county where the Fire Camp is located includes, but is not limited to: notification timeframes, incident command, mutual aid, intelligence sharing, etc.

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

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

S. Notification of Offender Incidents, Emergencies and Discipline

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

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

T. Earned Time/Good Time

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

U. Initial Intake and Annual Program Review

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

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

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

W. Termination

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

X. Notices

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system or United States Mail, postage prepaid, at the addresses listed below, until written notice of change of address is received from either party. In addition, personal

delivery of any notice may also be provided. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

Y. Invoicing and Payment

- a.**
 1. The COUNTY shall pay directly to CDCR per Youthful Offender a per day rate of \$81.00 for each COUNTY Youthful Offender while in the required fire-fighting training up to 14 days.
 2. Upon completion of the fire-fighting training, the COUNTY shall pay directly to CDCR a per Youthful Offender per day rate of \$10.00 for each COUNTY Youthful Offender housed at the CDCR Fire Camp.
 3. The COUNTY shall reimburse CDCR expenses as set forth in this Agreement as a COUNTY cost reimbursement obligation.
- b.** The CDCR will submit an invoice based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement, with supporting documentation, to the County in arrears on a monthly basis within ten business days of month-end, although the failure to do so shall not negate the obligation of the COUNTY to pay such invoice for the preceding month's services.
- c.** Payments will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting Office below:

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

Z. Contacts

Project Representatives during the terms of the Agreement will be:

| | |
|---|---|
| <u>State Agency:</u> California Department of Corrections and Rehabilitation | <u>County:</u> County of Orange Probation Department ATTN: Probation Payable |
| <u>Name:</u> Carolyn Flores, Associate Warden Contract Beds Unit | <u>Name:</u> Priscilla Suzuki, Division Director |
| <u>Phone:</u> (916) 341-6935 | <u>Phone:</u> 714-935-7593 |
| <u>Email:</u> Carolyn.Flores@cdcr.ca.gov | <u>Email:</u> Priscilla.Suzuki@prob.ocgov.com |

1. Invoicing and Payment (reimbursement contracts)

- a.** The CDCR will submit an Invoice to the Contractor, by the 10th day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b.** Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

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

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

| HOUSING COSTS | | | | | | |
|------------------------------|---|-----------------------------|---|--------------------------------------|-------------------------------|----------------------|
| Offenders (estimated) | | Per Day Housing Rate | | # of Housing Days (estimated) | Total | Fiscal Year |
| 10 | X | \$10 | X | 53 | \$5,300. ⁰⁰ | 23/24 (Leap Year) |
| 10 | X | \$10 | X | 365 | \$36,500. ⁰⁰ | 24/25 |
| 10 | X | \$10 | X | 365 | \$36,500. ⁰⁰ | 25/26 |
| | | | | ESTIMATED Agreement Total | \$78,300.⁰⁰ | |

| TRAINING COSTS | | | | | | |
|--|---|------------------------------|---|---|--------------------------------|----------------------|
| Offenders (estimated) | | Per Day Training Rate | | # of Training Days (up to 14 days) | Total | Fiscal Year |
| 10 | X | \$81 | X | 14 | \$11,340. ⁰⁰ | 23/24 (Leap Year) |
| 10 | X | \$81 | X | 14 | \$11,340. ⁰⁰ | 24/25 |
| 10 | X | \$81 | X | 14 | \$11,340. ⁰⁰ | 25/26 |
| | | | | ESTIMATED Agreement Total | \$34,020.⁰⁰ | |
| TOTAL ESTIMATED AMOUNT OF AGREEMENT | | | | | \$112,320.⁰⁰ | |

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

Agreement Term: Upon Approval through June 30, 2026. This contract may be extended upon agreement between CDCR and the COUNTY.

HOUSING COSTS

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$10.00 per day, or any part

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

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable state statutes.
2. The total estimated amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation, and medical guarding, for up to 10 Youthful Offenders.

The total estimated amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation, and medical guarding is \$112,320.⁰⁰

3. The numbers of days shown above are estimates. The total amount of camp costs may vary based on the number of County Youthful Offenders housed. The COUNTY is responsible for paying for each County Youthful Offender housed in camp.
4. For payment instructions, please refer to the invoice which will be issued by CDCR Accounting Services Branch. For invoice related questions, please reach out to:

CDCR Accounting Services Branch – Rancho Cucamonga Office

Hours: 8 a.m. to 5 p.m.

Phone Number: (909) 483-1545

ASB-RC.ARInvoices@cdcr.ca.gov

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

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

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

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

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

2. **Confidentiality of Data**

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

The parties shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the parties' possession that is independently developed by the parties outside the scope of the Agreement or is rightfully obtained from third parties.

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

3. **Accounting Principles**

The parties will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants.

4. **Taxes**

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

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

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

6. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, CDCR is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the County regarding resumption of work by CDCR.

7. Extension of Term

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

8. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the parties whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting youth, inmate and/or parolee rights, to immediately notify the other party of the incident(s), to cause an investigation to be conducted, and to provide each party with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to youth/inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure each party that youth, inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the parties have taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with youth, inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by a party fails to so assure the other party, the other party may require any implicated staff be denied access to and the supervision of County youth, inmates and/or parolees at the facility and access to youth, inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the CDCR, County retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of each party to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of the other party to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

9. Subcontracting

Services provided are to be performed primarily with the staff of the CDCR or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies

to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

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

10. Subcontractor/Consultant Information

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

11. Liability for Nonconforming Work

The parties will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered, the non-conforming party will be given a reasonable opportunity to cure the nonconformity. The non-conforming party shall be responsible for reimbursing the conforming party for any additional expenses incurred to cure such defects.

12. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the CDCR shall be temporarily unable to perform the work as required, the State, during the period of the CDCR's inability to perform, reserves the right to accomplish the work by other means. County shall not be required to pay the CDCR for any additional costs above the Agreement price.

13. Contract Violations

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

14. Employment of Ex-Offenders

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

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. CDCR shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).

- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

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

15. **Conflict of Interest**

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

a. **County Employees**

To the extent required by law, County employees shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 annually during the life of the Agreement. Other certain employees may be required to file a Form 700 whenever it appears that a conflict of interest may be at issue.

b. **Current State Employees**

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

c. **Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

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

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

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

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

16. Compliance with Legal Requirements

The parties shall be aware of and comply with all Federal and State statutes, rules, regulations, and directives applicable to the Contract, including but not limited to California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the parties have been informed by the other party.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with,

individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

18. Travel

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

19. Notification of Personnel Changes

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

20. Security Clearance/Fingerprinting

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

21. Computer Software

The parties certify that they have appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

22. Electronic Waste Recycling

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

23. Liability for Loss and Damages

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

24. Disclosure

The parties agree to disclose any statement made that affects camp participants or those who come in contact with participants.

25. Additional Disclosure

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

26. Workers' Compensation

Each party hereby represents and warrants that it is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at its own expense, or that it is self-insured for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of each party's obligation to perform under this agreement.

Prior to approval of this agreement and before performing any work, the parties shall furnish to each other evidence of valid workers' compensation coverage. The parties agree that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, the party agrees to give at least thirty (30) days prior notice to the other party before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. Each party reserves the right to verify the other's evidence of coverage. In the event a party fails to keep workers' compensation insurance coverage in effect at all times, the other party reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State. Each party also agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all of the party's workers' compensation claims and losses by its officers, agents and employees related to the performance of this agreement.

27. Insurance Requirements

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

by the State of California.

CDCR agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, CDCR shall provide the County within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The County reserves the right to verify the CDCR's evidence of coverage. In the event the CDCR fails to keep insurance coverage as required herein in effect at all times, the County reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

CDCR hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured for the minimum coverage indicated in the first paragraph in this Section. CDCR shall provide proof of self-insurance.

28. Mutual Hold Harmless

This provision, under the provisions of California Government Code §895.4, supersedes Section 5 entitled "Indemnification" of the "General Terms and Conditions contained in Exhibit C.

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

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

29. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, the parties and their employees who are assigned to work with, near, or around youth/inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

The parties and their employees who have any contact (physical or nonphysical) with youth/inmates/parolees, shall be required to furnish the other party with a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

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

30. Blood borne Pathogens

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

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

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

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

- a. Persons who are not employed by CDCR but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or youth. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual youth are permitted with written

- k. consent of each youth if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

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

32. Clothing Restrictions

While on institution grounds, County and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by youth or inmates at the institution. Specifically, blue denim pants and blue chambray shirts,

orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is youth or inmate attire. County should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the County and their employees are in compliance.

33. Tobacco-Free Environment

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

34. Prison Rape Elimination Policy

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

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

Each party and its employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

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

Neither party shall assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

By signing this contract, the parties agree to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions during a background check by a party's employee regarding misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

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

35. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the County and its employees shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. County and County employees shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and County-owned equipment used by the County for performance pursuant to this Agreement, shall be rendered temporarily inoperative by the County when not in use, by locking or other means unless specified otherwise.
- c. Due to security procedures, the County and its employees may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the County.
- d. County and its employees shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- e. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds unless required for law enforcement purposes in relation to performance under the Agreement.
- f. County and its employees shall not cause undue interference with the operations of the institution.
- g. No picketing is allowed on State property.

36. Gate Clearance

The County will provide to CDCR a list of all its transportation officers, who are sworn peace officers, to keep on file. These officers will be deemed cleared to drop off and pick up youth from the institution.

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

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

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

Historical Information

Both Congress and the California Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice National Standards of 2012, Title 28 CFR section 115 et seq., to help prevent, detect and respond to sexual abuse, sexual misconduct and sexual harassment of incarcerated persons. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to incidents by youth and staff.

Policy

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

CDCR's policy provides for the following:

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

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

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

Professional Behavior

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

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

Preventive Measures

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

The following are ways in which you can help:

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

Detection

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

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

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation. Staff must comply with any applicable mandatory child abuse reporting.

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

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Assigned Facility(s)

Contact Telephone Number

Organization

Distribution:

For Volunteers: 1) Original to Community Resource Manager; and 2) Copy to Volunteer

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

**PRISON RAPE ELIMINATION POLICY
Volunteer/Contractor Information Sheet (Part B)**

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

Duty to Report:

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution?
Yes No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
Yes No If yes, provide the date of the incident and the facility name in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question 2 above?
Yes No If yes, provide the date of the incident and the facility name in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of a youth/inmate in a prison, jail, lock up, community confinement facility or other institution?
Yes No If yes, provide the date of the incident and the facility name in the space below.
- 5) Have you ever resigned from a position pending an investigation of an allegation of sexual abuse?
Yes No If yes, provide the date of the incident and the facility name in the space below.

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

| |
|-----------------------------|
| Date: _____ |
| Facility/County Name: _____ |
| Details: _____ |
| _____ |

As a contract employee, you have a continuing duty to promptly notify your employer and the Superintendent or Warden of the Facility to which you are assigned, if the answer to any of the above questions changes.

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

| | |
|---------------------|------------|
| Printed Name: _____ | |
| Signature: _____ | Date _____ |

Distribution:

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

COUNTY YOUTHFUL OFFENDER CAMP SCREENING

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

Referral Offense(s) _____

Release Date _____

SECTION A: Standard Camp Criteria:

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

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

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

- Serious or Violent Offense (Requires approval from Camp Warden Hiring Authority, Pine Grove Camp Associate Warden or DJJ Deputy Director or designee)
- Runaway/AWOL
- Sexual misconduct rule violation
- Birthplace outside of the U. S.
- Mental Health history
- Release Date < 6 mos., >72 months
- Previous camp removal
- Possession of illegal fireworks
- Serious Rule Violation in the last 60 days
- Public interest case

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

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

COMPLETED BY:

County Representative

Signature

Date

Telephone Number

Email

SECTION C: Medical Screening:

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

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

3. List of all prescribed medications.

4. Is there a history of asthma? no yes

5. Is there a history of seizure disorder? no yes

6. What is the youth's visual acuity (with corrective lenses if applicable)

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

COMPLETED BY:

County Medical Representative

Signature

Date

Telephone Number

Email

SECTION D: Mental Health Screening:

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

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

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

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

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

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

COMPLETED BY:

| | | |
|--------------------------------|-----------|------|
| County Mental Health Clinician | Signature | Date |
| Telephone Number | Email | |

SECTION E: Fire Camp Placement Referral:

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

| | | |
|----------------------|-----------|------|
| County Administrator | Signature | Date |
| Telephone Number | Email | |

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

COUNTY YOUTHFUL OFFENDER CAMP CRITERIA EXEMPTION REQUEST

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

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

Name: _____ **Date of Birth** _____
County: _____ **Referral Offense(s):** _____

Camp exclusionary criteria from which exemption is requested:

- Serious or Violent Offense ((Requires approval from Camp Warden Hiring Authority, Pine Grove Camp Associate Warden or DJJ Deputy Director or designee))
- | | | |
|--|---|--|
| <input type="checkbox"/> Runaway/AWOL | <input type="checkbox"/> Sexual misconduct rule violation | <input type="checkbox"/> Birthplace outside of the U. S. |
| <input type="checkbox"/> Mental Health history | <input type="checkbox"/> Release Date < 6 mos. > 72 mos | <input type="checkbox"/> Previous camp removal |
| <input type="checkbox"/> Possession of illegal fireworks | <input type="checkbox"/> Serious Rule Violation in the last 60 days | <input type="checkbox"/> Public interest case |

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

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

Submitted By: _____

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

Fire Camp Administrator(or Designee) or Associate Warden

Approved Denied

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

Office of the Deputy Director(Designee) or Warden

Approved Denied

Comments: _____

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

Mental Health & Medical Information from Outside Agencies

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

Name: _____ DOB: _____

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

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

Primary diagnosis: _____

Secondary diagnoses: _____

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

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

4. Has the youth required any of the following:

a. Voluntary or involuntary treatment in a mental health setting? (Psychiatric hospital, residential mental health placement). Past Six Months? Yes No Ever? Yes No

If yes, provide dates and attach discharge summaries. _____

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

If yes, describe type/date/reason. _____

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

If yes, describe type/date/reason. _____

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

Mental Health & Medical Information from Outside Agencies

Name: _____ DOB: _____ County: _____

Yes No Yes No

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

e. Evaluation and treatment for serious impairment of functioning in most domains (i.e. thinking abilities, emotional control, judgment, relationships with others, grooming, and ability to make good use of food, clothing, and shelter in current placement). **Past Six Months?** Yes No **Ever?** Yes No
If yes, describe. _____

f. Treatment of a mental illness using psychotropic medications? **Past Six Months?** Yes No **Ever?** Yes No
If yes, describe. _____

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

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

7. Has the youth been non-compliant with medication for a medical or mental health diagnosis? **Past Six Months?** Yes No **Ever?** Yes No

If yes, describe. _____

8. Response to current pharmacologic treatment. _____

Mental Health & Medical Information from Outside Agencies

Pine Grove ATTACHMENT #3 (6/22)

Mental Health & Medical Information from Outside Agencies

Name: _____ DOB: _____ County: _____

9. Diagnoses associated with use of medications. _____

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

Print Name/Title of Licensed Mental Health Provider

Print Name/Title of Health Care Provider

Signature of Licensed Mental Health Provider

Signature of Health Care Provider

Representing

Representing

Contact Phone Number

Contact Phone Number

Date

Date

Referral Document
Pine Grove Attachment #4 (6/22)

| | | | | | |
|--|----------------------------|--|--|--|------------------------|
| NAME (LAST- FIRST- MIDDLE) | | DOB (mm/dd/yyyy) | ETHNICITY | | Social Security Number |
| <input type="text"/> | | <input type="text"/> | <input type="text"/> | | <input type="text"/> |
| OTHER NAME(S) - (ALIASES) | | MONIKERS | | GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE | CII NUMBER |
| <input type="text"/> | | <input type="text"/> | | | <input type="text"/> |
| LAST ADDRESS (NUMBER - STREET - CITY - ZIP) | | BIRTHPLACE (CITY/STATE) | | US CITIZEN <input type="checkbox"/> YES <input type="checkbox"/> NO | DMV NUMBER |
| <input type="text"/> | | <input type="text"/> | | | <input type="text"/> |
| IS FEMALE PREGNANT? <input type="checkbox"/> YES <input type="checkbox"/> NO | | MONTHS | MEDICAL - COMMUNICABLE - CHRONIC DISEASE - SUICIDAL - DISABILITY | | |
| <input type="text"/> | | <input type="text"/> | <input type="text"/> | | |
| COURT | COUNTY | COURT NUMBER | COMMITMENT DATE | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| SCHOOL LAST ATTENDED | ADDRESS OF SCHOOL | | DATE ATTENDED | GRADE | IEP CODE |
| <input type="text"/> | <input type="text"/> | | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| FOR FURTHER INFORMATION FROM COUNTY, CONTACT (NAME): | | | TELEPHONE | | |
| <input type="text"/> | | | <input type="text"/> | | |
| FAMILY RELATIONSHIPS (Include significant relationships - siblings - children - legal guardians) | | | | | |
| RELATIONSHIP | NAME (LAST- FIRST- MIDDLE) | ADDRESS (NUMBER - STREET - CITY - STATE - ZIP) | | TELEPHONE NUMBER | |
| FATHER | <input type="text"/> | <input type="text"/> | | <input type="text"/> | |
| MOTHER | <input type="text"/> | <input type="text"/> | | <input type="text"/> | |
| MOTHER'S MAIDEN | <input type="text"/> | | | | |
| SIBLINGS, CHILDREN, LEGAL GUARDIANS | <input type="text"/> | | | | |
| CO-OFFENDERS (MOST RECENT OFFENSE) | | | | | |
| NAME (LAST- FIRST- MIDDLE) | AGE | DISPOSITION | | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | | |

COUNTY Youth Delivery Receipt

DATE _
TIME OF RECEIPT _
INSTITUTION _

Youth listed below were received on this date from:

NAME _____

COUNTY _____

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