REVISED

OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM MCDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 March 15, 2016

LORI GLASGOW
EXECUTIVE OFFICER

March 15, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 78039 FOR FIRE SUPPRESSION CAMP SERVICES BY AND BETWEEN THE COUNTY OF LOS ANGELES AND CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval of Amendment Number Two (Amendment) to County Agreement Number 78039/California Department of Corrections and Rehabilitations (CDCR) Agreement Number 5600003948 (Agreement), with CDCR for Fire Suppression Camp Services (Services).

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement and Exhibit A~~1~~, Fire Camp Services Agreement, with the CDCR for Services, to extend the term of the Agreement for an additional three years, from July 1, 2016, through June 30, 2019. All other terms and conditions remain the same.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 17, 2013, the Board approved an Agreement with CDCR to allow County inmate participation in Services offered by CDCR. Pursuant to the Agreement, CDCR assumes custody of County inmates who are classified as non-violent, non-serious, non-sexual offenders (N3) and assigns them to one of the five Los Angeles County Inmate Fire Suppression Camps (Fire Camps).

The Agreement is funded from the Department's allocation of the Public Safety Realignment Act of 2011 (AB 109) funds. The Amendment extends the Agreement for three years. The offender per-diem rate continues to be $10 per day or $81 per day for female inmates in training, with a Maximum Contract Sum for the term of the Agreement not to exceed $27,000,000.

Implementation of Strategic Plan Goals

The Services provided under the Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability by creating alternative custody beds to house the additional N3 inmate population outside of the County's traditional jail system.

FISCAL IMPACT/FINANCING

Funding has been designated to the Department from local AB 109 allocation to fund the Agreement with CDCR. With the passage of Proposition 47, the Department is experiencing a lower than anticipated number of qualified inmates for the Fire Camps. Any Fire Camp savings will be used to mitigate the overall deficit that the Department experiences as the result of AB 109 funding. The Department will continue to absorb any deficit as a result of the State's underfunding of the program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement was approved by the Board on September 17, 2013. The term of the Agreement commenced October 23, 2013, and terminates on June 30, 2016. CDCR provides housing, sustenance, inmate programs, and routine medical care in exchange for an offender per-diem rate. On September 29, 2015, the Board approved Amendment Number One to the Agreement, which reduced the offender per-diem rate from $46.19 per day to $10 per day and added an offender per-diem rate of $81 per day for female inmates in training, effective January 1, 2014. The Agreement may be terminated by either party with 60 calendar days advance written notice to the other party. The Agreement provides for mutual indemnification by the parties. Both parties acknowledge that they are self-insured to meet their indemnification obligations under the Agreement.

The attached Amendment has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Services have expanded the County's jail system to accommodate the population increase attributable to long-term sentenced N3s. There will be no negative impact on current County services as a result of the Amendment to the Agreement.

CONCLUSION

Upon approval by the Board, please return a copy of the adopted board letter and three original executed copies of the Amendment and Exhibit ~~A1~~ to the Department's Contracts Unit.

Should you have any questions, please contact Contracts Manager, Angelo Faiella, Contracts Unit, at (213) 229-3259.

Sincerely,

JIM McDONNELL
Sheriff

JM:AF:CA:ca

Enclosures

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 77 Pages

(C13.068-2)

AGREEMENT NUMBER	AMENDMENT NUMBER
5600003948	2
REGISTRATION NUMBER	
eP 1316113	

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

   STATE AGENCY'S NAME
   California Department of Corrections and Rehabilitation

   CONTRACTOR'S NAME
   County of Los Angeles

2. The term of this Agreement is October 23, 2013 through June 30, 2019

3. The maximum amount of this Agreement after this amendment is: $ (27,000,000.00) Reimbursement Twenty Seven Million Dollars and Zero Cents.

4. The parties mutually agree to this Amendment Number Two as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   Effective upon approval, Exhibit A, Fire Camp Services Agreement, of Agreement Number 5600003948 for Reimbursement for Temporary Housing, approved on October 23, 2013, is hereby deleted in its entirety and replaced with Exhibit A, Amendment 2, Fire Camp Services Agreement, Agreement Number 5600003948. This action will extend the Agreement for an additional three years up to and through June 30, 2019.

   All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
County of Los Angeles

BY *(Authorized Signature)* Hilda L. Solis
DATE SIGNED *(Do not type)* 3-15-16

PRINTED NAME AND TITLE OF PERSON SIGNING
Hilda L. Solis, Chair

ADDRESS
500 West Temple Street
Los Angeles, California 90012
(213) 974-5555

COUNTY OF LOS ANGELES CALIFORNIA

STATE OF CALIFORNIA

AGENCY NAME
California Department of Corrections and Rehabilitation

BY *(Authorized Signature)* Debra L. Smith
DATE SIGNED *(Do not type)* 4/4/16

PRINTED NAME AND TITLE OF PERSON SIGNING
Debra L. Smith, Chief

ADDRESS
9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827

CALIFORNIA Department of General Services Use Only

APPROVED
APR 21 2016
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

[ ] Exempt per:

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

STATE OF CALIFORNIA,
DEPARTMENT OF CORRECTIONS AND REHABILITATION

FOR

FIRE SUPPRESSION CAMP SERVICES

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A STATEMENT OF WORK

B PRICE SCHEDULE

C LIST OF FIRE CAMPS

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F COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

G COUNTY FIRE CAMP OFFENDER INFORMATION FORM

H STATE ALLOWABLE PROPERTY FOR OFFENDERS

I COUNTY ALLOWABLE PROPERTY FOR OFFENDERS

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AGREEMENT
FOR
FIRE SUPPRESSION CAMP SERVICES

This Agreement for Fire Suppression Camp Services ("Agreement") is made and entered into this 15th day of March, 2016, by and between the County of Los Angeles ("County") and the State of California, Department of Corrections and Rehabilitation ("State") (collectively, the "parties").

RECITALS

WHEREAS, as a result of the Public Safety Realignment of 2011, the County requires correctional bed space and services for certain low-level Offenders sentenced to County jail facilities; and

WHEREAS, the State is a public agency which has entered into State Agreement Number 5600002332 ("Fire District-CDCR Agreement") with the Consolidated Fire Protection District of Los Angeles County ("Fire District") for the Fire District to operate five (5) inmate fire suppression camps ("Fire Camps") located within Los Angeles County; and

WHEREAS, the Fire Camps located within Los Angeles County currently house a State inmate population, but with the transfer of low-level Offenders to the County pursuant to Assembly Bill 109, the parties desire to transition County Offenders into the Fire Camps; and

WHEREAS, the successful operation of the Fire Camp program under this Agreement and under the Fire District-CDCR Agreement depends on a strong partnership between the Fire District, CDCR, and the County, including the Los Angeles County Sheriff's Department ("Department"); and

WHEREAS, the State has the lawful authority to enter into this Agreement and perform or have performed the required services as set forth herein; and

WHEREAS, this Agreement is authorized pursuant to Assembly Bill 109 and California Penal Code section 2057.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the County and the State hereby agree as follows:

78039 Supplement No. 2

1.0 APPLICABLE DOCUMENTS

1.1 AGREEMENT

This base document, along with Exhibits A through J, attached hereto, and any fully executed Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and State and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. This Agreement is not intended to change any of the terms and requirements of the Fire District-CDCR Agreement, and the Fire District will remain the lead agency operating the Fire Camps.

1.2 INTERPRETATION

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits, according to the following priority:

1.2.1 EXHIBIT A - Statement of Work

1.2.2 EXHIBIT B - Price Schedule

1.2.3 EXHIBIT C - List of Fire Camps

1.2.4 EXHIBIT D - Fire Camp Offender Criteria – Criminal History

1.2.5 EXHIBIT E - Fire Camp Offender Criteria – Medical/Mental Health/Dental

1.2.6 EXHIBIT F - County Fire Camp Offender Screening and Processing Form

1.2.7 EXHIBIT G - County Fire Camp Offender Information

1.2.8 EXHIBIT H - State Allowable Property for Offenders

1.2.9 EXHIBIT I - County Allowable Property for Offenders

1.2.10 EXHIBIT J - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

In addition, the parties shall make every effort to interpret this Agreement consistent with and in the spirit of the Fire District-CDCR Agreement.

1.3 CONSTRUCTION

The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for reference and convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

The following capitalized words and terms as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 "Amendment" has the meaning set forth in Paragraph 8.1, Amendments, of this Agreement.

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

2.4 "Correctional Officer" means any individual employed by State pursuant to California Penal Code Section 830.5 and who was hired and has received training in accordance with California Penal Code Section 832 and/or 6035, as applicable.

2.5 "County" has the meaning set forth in the preamble.

2.6 "County Project Director" has the meaning set forth in Paragraph 6.1, County Project Director, of this Agreement.

2.7 "County Project Manager" has the meaning set forth in Paragraph 6.2, County Project Manager, of this Agreement.

2.8 "Department" means the Los Angeles County Sheriff's Department.

2.9 "Department Fire Camp Operations" means the County designee for providing administrative oversight of the Department's Fire Camp operations.

2.10 "Department Medical Services Bureau" means the Department's Medical Services Bureau which provides health care services for all inmates housed within the Department's jail system.

2.11 "DGS" means the California Department of General Services.

2.12 "Fire Camp" means a dormitory housing facility utilized by the State pursuant to the Fire District-CDCR Agreement to house Offenders that staff inmate fire suppression crews for fire suppression, fire prevention, pre-suppression, reforestation, afforestation, on-site training, and emergency incident, event, activity, and project response.

2.13 "Fire Camp State Administrative Office" means the designated State location responsible for providing administrative oversight for State Fire Camp functions, including but not limited to classification screening of Offenders considered for Fire Camp placement.

2.14 "Fire District" means the Consolidated Fire Protection District of Los Angeles County.

2.15 "Fire District-CDCR Agreement" means State Agreement Number 5600002332 between the State and the Fire District for the operation of five (5) inmate fire suppression camps located within Los Angeles County, and all amendments or new versions of that contract.

2.16 "Fiscal Year" means the twelve (12) month period beginning July 1 and ending the following June 30.

2.17 "Maximum Annual Contract Sum" means the maximum amount payable by the County to the State in any contract year for providing the required Work under this Agreement, inclusive of all applicable salaries, benefits, administrative costs, overhead, and taxes, and more specifically means the not-to-exceed amount set forth in Paragraph 5.0, Contract Sum and Rates, of this Agreement. Notwithstanding, the Maximum Annual Contract Sum does not include Non-Routine Medical Care costs, which are incurred directly by the County or payable by the County directly to the emergency medical provider.

2.18 "Maximum Contract Sum" means the maximum amount payable by the County to the State for providing the required Work during the term of this Agreement, inclusive of all applicable salaries, benefits, administrative costs, overhead, and taxes, and more specifically means the not-to-exceed amount set forth in Paragraph 5.0, Contract Sum and Rates, of this Agreement. Notwithstanding, the Maximum Annual Contract Sum does not include Non-Routine Medical Care costs, which are incurred directly by the County or payable by the County directly to the emergency medical provider.

2.19 "Non-Routine Medical Care" means treatment for any medical or dental condition which requires hospitalization, emergency response, or specialization that cannot be performed or provided by the State on-site at a Fire Camp as part of Routine Medical Care. Examples of Non-Routine Medical Care include the administration of medication which requires nursing intervention, sutures, surgery, neurological care, trauma, cardiac care, burns, rape/sodomy cases, cancer treatment, "active" HIV/AIDS, and any care that requires emergency or ambulance services. Non-Routine Medical Care does not include medical care and transportation costs associated with a workers' compensation injury, which shall be the responsibility of the State.

2.20 "Offender" means any adult male or female person incarcerated in County jail and assigned to Fire Camps for housing and supervision under this Agreement.

2.21 "Offender Camp File" or "OCF" means a file containing documents concerning an Offender, including documents submitted by the County, that is maintained by the Fire Camp State Administrative Office.

2.22 "Pre-Release Processing" means pre-release case preparation by the County prior to an Offender's release from incarceration, which may include but is not limited to victim notifications and any required registration.

2.23 "Routine Medical Care" means basic healthcare which requires only minimum nursing intervention. Examples include basic first aid and the administration of over-the-counter medications. Medications provided by the State to Offenders as part of Routine Medical Care shall not require administration by a nurse.

2.24 "Serious Disciplinary" means the act or action of the Offender is an act of force or violence against another person; a breach of or presenting a threat to Fire Camp security; a serious disruption of Fire Camp 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 an Offender to commit any such act coupled with a present ability to carry out the act if not prevented from doing so.

2.25 "Sheriff" means the Sheriff of the County of Los Angeles.

2.26 "Special Custodial Costs" means expenses incurred by the State in the provision of transportation of Offenders and salaries and overtime salaries and benefits incurred by the State when an Offender is transported by the State to a destination previously approved by the County or temporarily housed at a State prison or State contracted medical facility.

2.27 "State" has the meaning set forth in the preamble.

2.28 "State Project Director" has the meaning set forth in Paragraph 7.1, State Project Director, of this Agreement.

2.29 "State Project Manager" has the meaning set forth in Paragraph 7.2, State Project Manager, of this Agreement.

2.30 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit A, Statement of Work, to this Agreement, as the same may be amended by any fully executed Amendment.

2.31 "Title 15" means Title 15 of the California Code of Regulations.

2.32 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of State including the work required pursuant to this Agreement, including Exhibit A, Statement of Work, and all other Exhibits to this Agreement, and any and all fully executed Amendments hereto.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the State shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth herein, including Exhibit A, Statement of Work, of this Agreement.

3.2 If the State provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the State, and the State shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall commence October 23, 2013 and shall terminate June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The term of this Agreement may be extended upon the mutual consent of the parties. All such extensions shall be in the form of a written Amendment, executed by the County Board of Supervisors and State, in accordance with Subparagraph 8.1.1 of this Agreement. It is the intent of the parties to coordinate the term and any extension of this Agreement with the term and any extensions of the Fire District-CDCR Agreement.

4.3 The parties shall meet and confer at least one hundred and eighty (180) calendar days prior to the expiration of this Agreement to discuss the possible renewal or extension of this Agreement. The parties agree to consult with the Fire District and make every attempt to coordinate any renewal or extension of this Agreement with the term of the Fire District-CDCR Agreement. Absent the mutual consent of the parties and a written Amendment extending the term of this Agreement in accordance with Paragraph 4.2 above, this Agreement shall expire at the conclusion of the then-existing term.

4.4 In the event of termination by either party or upon expiration of this Agreement, the State and the County shall fully cooperate in the transition and relocation of Offenders to a new correctional facility.

5.0 CONTRACT SUM AND RATES

5.1 Maximum Annual Contract Sum and Maximum Contract Sum

5.1.1 The Maximum Annual Contract Sum shall not exceed $9,000,000.

5.1.2 The Maximum Contract Sum for the term of this Agreement shall not exceed $27,000,000.

5.2 Offender Per-Diem Rate

5.2.1 The State shall be paid for all services performed based upon the Offender Per-Diem Rate set forth in Exhibit B, Price Schedule, of this Agreement. The Offender Per-Diem Rate shall cover all Offender housing, sustenance, supervision, education, programs, Routine Medical Care, and all other services and accommodations as required by this Agreement and otherwise by law.

5.2.2 The County shall begin to incur Offender Per-Diem Rate charges pursuant to this Paragraph 5.2, Offender Per-Diem Rate, upon the

delivery of the first Offender to the Fire Camps. If this Agreement is executed and effective prior to the County's transportation and delivery of Offenders to the Fire Camps, the County shall incur no charges during that time period and prior to the Offender's arrival at the Fire Camps.

5.2.3 The Offender Per-Diem rate shall be payable for an Offender commencing on the first day that the Offender is housed at a Fire Camp. However, such Offender Per-Diem rate shall not be payable for an Offender on the Offender's last day in the Fire Camp, which shall be the day of the Offender's release or transfer from the Fire Camp back to the County.

5.2.4 The Offender Per-Diem Rate set forth on Exhibit B, Price Schedule, of this Agreement shall be firm and fixed for the term of this Agreement.

5.3 **Payments for Non-Routine Medical Care**

5.3.1 With the exception of medical care and transportation costs associated with a workers' compensation injury which are the responsibility of the State, the costs associated with Non-Routine Medical Care shall be the responsibility of the County as set forth herein.

5.3.2 The County shall pay Non-Routine Medical Care costs, which include costs incurred directly by the County and the actual medical expenses incurred in the provision of emergency medical care provided to Offenders by emergency medical providers, as well as emergency transportation by ambulance to such emergency medical providers. Such costs shall be paid directly by the County to the emergency medical providers. The State shall assist, as necessary, in the facilitation of billing and payments between the County and the emergency medical providers.

5.4 **Special Custodial Costs**

5.4.1 The County shall reimburse the State for Special Custodial Costs, which include transportation and salaries/overtime salaries and benefits for State custodial staff when the State transports an Offender to a destination previously approved by the County or when an Offender is temporarily housed at a State prison or State contracted medical facility. The State shall be reimbursed a flat daily rate, inclusive of transportation and custodial staff salary/benefits, not to exceed the amount set forth on Exhibit B, Price Schedule, of this Agreement.

5.4.2 The Special Custodial Costs payable under this Paragraph 5.4, Special Custodial Costs, must be pre-approved by the Department Fire Camp Operations or such expenses shall not be reimbursable by the County.

5.5 The State shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Except as provided for in the Fire District-CDCR Agreement, assumption or takeover of any of the State's duties, responsibilities, or obligations, or performance of same by any entity other than the State, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.6 The State shall maintain a system of record keeping that will allow the State to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Agreement. Upon occurrence of this event, the State shall send written notification to the County Project Director and County Project Director at the addresses set forth in Paragraph 6.0, Administration of Agreement-County, of this Agreement.

5.7 The State shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the State after the expiration or other termination of this Agreement. Should the State receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the State. This provision shall survive the expiration or other termination of this Agreement.

5.8 **Invoices and Payments**

5.8.1 All Work performed under this Agreement shall be payable in arrears on a monthly basis in accordance with the terms and conditions of this Agreement, including this Section 5.0, Contract Sum and Rates.

5.8.2 The State shall prepare and submit invoices to the County for Work provided under this Agreement. The State's invoices shall be priced at the Offender Per-Diem Rate set forth in Paragraph 5.2, Offender Per-Diem Rate, of this Agreement and shall set forth the total amount claimed for the prior month's service. All invoices shall include a roster of Offenders, which sets forth the Offender's name, booking number, the number of days for which payment is sought, and the Offender Per-Diem Rate.

5.8.3 Monthly invoices shall also include a separate section for reimbursement claims for Special Custodial Costs, if any. The claim shall reflect the daily rate set forth on Exhibit B, Price Schedule, of this Agreement and the number of custodial staff and hours for service. The State shall attach documentation sufficient to justify reimbursement of such costs. The documentation required shall be mutually agreed upon by the County and the State.

5.8.4 The State shall submit the monthly invoices to the County by the fifteenth (15th) calendar day of the month following the month of service.

5.8.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

Los Angeles County Sheriff's Department
Fiscal Administration
Attn: Accounts Payable-5th Floor
211 West Temple Street
Los Angeles, California 90012

5.8.6 All invoices submitted by the State for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

6.1 COUNTY PROJECT DIRECTOR

6.1.1 The County Project Director shall be the following person:

Chief Eric G. Parra
450 Bauchet Street
Los Angeles, California 90012
Phone: 323-526-5501
Fax: 323-415-3221
Email: egparra@lasd.org

6.1.2 The County Project Director shall be responsible for ensuring that the objectives of this Agreement are met and providing direction to the State in the areas relating to County policy, information requirements, and procedural requirements.

6.1.3 The County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not

authorized to further obligate the County in any respect whatsoever.

6.1.4 The County shall notify the State in writing of any change in the name or address of the County Project Director listed above.

6.2 COUNTY PROJECT MANAGER

6.2.1 The County Project Manager shall be the following person:

Captain Patrick J. Jordan
Twin Towers Correctional Facility
Inmate Services Bureau
450 Bauchet Street, Room E888
Los Angeles, California 90012
Phone: 213-473-2974
Fax: 323-415-3768
Email: PJJordan@lasd.org

6.2.2 The County Project Manager shall be responsible for meeting with the State Project Manager on a regular basis and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the State.

6.2.3 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.2.4 The County shall notify the State in writing of any change in the name or address of the County Project Manager listed above.

6.2.5 The County Project Manager, at his discretion, may designate in writing a person or person(s) which shall serve as the daily direct County contact for various issues relating to this Agreement.

7.0 ADMINISTRATION OF AGREEMENT - STATE

7.1 STATE PROJECT DIRECTOR

7.1.1 The State Project Director shall be the following person:

Warden Heidi Lackner
Sierra Conservation Center
5100 O'Byrnes Ferry Rd
Jamestown, CA 95327
Phone: 209-984-5291x5422

Fax: 209-984-3607
Email: Heidi.Lackner@cdcr.ca.gov

7.1.2 The State Project Director shall be responsible for the State's performance of all work and ensuring the State's compliance with this Agreement.

7.1.3 During the term of this Agreement, the State Project Director shall be available to meet and confer with the County Project Director at least weekly, in person or by phone, to review project progress and discuss project coordination.

7.1.4 The State shall notify the County in writing of any change in the name or address of the State Project Director listed above.

7.2 STATE PROJECT MANAGER

7.2.1 The State Project Manager shall be the following person:

Associate Warden Clifford Smith
Sierra Conservation Center
5100 O'Byrnes Ferry Rd
Jamestown, CA 95327
Phone: 209-984-5291 x5458
Fax: 209-984-3607
Email: Clifford.Smith@cdcr.ca.gov

7.2.2 The State Project Manager shall be responsible for State's day-to-day activities as related to this Agreement.

7.2.3 During the term of this Agreement, the State Project Manager shall be available to confer with County by telephone, as necessary.

7.2.4 The State shall notify the County in writing of any change in the name or address of State Project Manager listed above.

7.2.5 The State Project Manager shall provide the County Project Manager with emergency contact information in the event of an emergency.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which materially affects the Scope of Work, term, Price Schedule, Maximum Contract Sum, payments, or any other

term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the State and the Board.

8.1.2 For any immaterial change, defined as an administrative or clerical modification, to the Agreement, an Amendment to this Agreement shall be executed by the State and the Sheriff.

8.1.3 Notwithstanding Paragraph 8.1.1 of the Agreement, for (1) any change to the day-to-day operational requirements set forth in this Agreement, which do not increase the Offender Per-Diem Rate, Special custodial Costs Rate, Maximum Annual Contract Sum, Maximum Contract Sum, term of the Agreement, or county's liability under the Agreement, and (2) any decrease in the Offender Per-Diem Rate or Special Custodial Costs Rate for which the same services are provided to County, provided however that written notice is provided to the Board, an Amendment shall be executed by the State and the Sheriff.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Except as provided for in the Fire District-CDCR Agreement, the State shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to this Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole discretion, against the claims, which the State may have against the County.

8.2.2 Except as provided for in the Fire District-CDCR Agreement, any assumption, assignment, delegation, or takeover of any of the State's duties, responsibilities, obligations, or performance of same by any entity other than the State, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Agreement, which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the State as it could pursue in the event of default by the State.

8.3 AUTHORIZATION WARRANTY

8.3.1 The State represents and warrants that the person executing this Agreement for the State is an authorized agent who has actual authority to bind the State to each and every term, condition, and

obligation of this Agreement and that all requirements of the State have been fulfilled to provide such actual authority.

8.3.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority. Following approval by the Board, the County shall provide to the State a copy of the adopted Board letter authorizing execution of this Agreement.

8.4 BACKGROUND AND SECURITY INVESTIGATIONS

8.4.1 Each of the State's staff performing services under this Agreement, unless currently employed by the State in a sworn peace officer status, shall undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the sole expense of the State, regardless if the member of the State's staff passes or fails the background investigation.

8.4.2 If a member of the State's proposed staff does not pass the background investigation, the proposed staff member may not be hired by State to perform services under this Agreement. If the County becomes aware of any derogatory information about any State staff member, the derogatory information will be passed on to the State's Internal Affairs officer for an investigation. The results of the investigation shall be made available to the County at the conclusion of the investigation.

8.4.3 Disqualification of any member of the State's staff pursuant to this Paragraph 8.4, Background and Security Investigations, of this Agreement shall not relieve the State of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

8.4.4 Except as provided for in the Fire District-CDCR Agreement, the State shall provide the County with written notice regarding any subcontractor or volunteer who will be working in the Fire Camp or having contact with Offenders. The State shall be responsible for conducting background investigations, as provided in this Paragraph 8.4, Background and Security Investigations, of this

Agreement, for each subcontractor, their employees, and each volunteer who will be working in the Fire Camp or having contact with Offenders as a condition for beginning and continuing to perform services within the Fire Camp or in contact with Offenders.

8.5 BUDGET REDUCTIONS

8.5.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the State under this Agreement shall also be reduced correspondingly. The County's notice to the State regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the State shall continue to provide all of the services set forth in this Agreement.

8.5.2 If in the sole discretion of the State, it is determined that the services provided pursuant to this Agreement cannot be continued effectively within the reduced compensation, the State shall have the right to terminate this Agreement with ninety (90) calendar days advance written notice to the County.

8.6 COMPLAINTS

The State shall develop, maintain, and operate procedures for receiving, investigating, and responding to Offender complaints.

8.6.1 Within ten (10) Business Days after the effective date of this Agreement, the State shall provide the County with the State's policy for receiving, investigating, and responding to Offender complaints.

8.6.2 The County will review the State's policy and provide the State with approval of said plan or with requested changes.

8.6.3 If the County requests changes in the State's policy, the State shall make such changes and resubmit the plan within ten (10) Business Days for County approval.

8.6.4 If, at any time, the State wishes to change the State's policy, the State shall submit proposed changes to the County for approval before implementation.

8.6.5 The State shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within thirty (30) Business Days of receiving the complaint.

8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.6.7 Copies of all written responses shall be sent to the County Project Manager within thirty (30) Business Days of delivery to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, State shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.8 CONFIDENTIALITY

The State shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

8.9 COUNTY'S QUALITY ASSURANCE PLAN

8.9.1 The County or its agent will evaluate the State's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the State's compliance with all Agreement terms and conditions and performance standards. State deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

8.9.2 The report will include improvement/corrective action measures taken by the County and the State. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.10 FACSIMILE REPRESENTATIONS

The County and the State hereby agree to regard facsimile

representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, Amendments, of this Agreement and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents, except where required by DGS.

8.11 FORCE MAJEURE

8.11.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractor), freight embargoes, or other similar events to those described above, but in every such case, the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.11.2 Notwithstanding the foregoing, a default by a subcontractor of the State shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the State and such subcontractor, and without any fault or negligence of either of them. In such case, the State shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the State to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" mean subcontractor at any tier.

8.11.3 In the event the State's failure to perform arises out of a force majeure event, the State agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.12 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The State agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.13 INDEPENDENT CONTRACTOR STATUS

8.13.1 This Agreement is by and between the County and the State and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the State. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.13.2 The State shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the State.

8.13.3 The State understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the State and not employees of the County. The State shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the State pursuant to this Agreement.

8.13.4 The State shall adhere to the provisions stated in Paragraph 8.8, Confidentiality, of this Agreement.

8.14 INDEMNIFICATION PER GOVERNMENT CODE SECTION 895.4

8.14.1 The State shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the State's acts and/or omissions arising from and/or relating to this Agreement.

8.14.2 The County shall indemnify, defend and hold harmless the State, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

8.14.3 County and State acknowledge that each party is self-insured to meet its indemnification obligations required hereunder.

8.15 INTENTIONALLY OMITTED

8.16 INTENTIONALLY OMITTED

8.17 INTENTIONALLY OMITTED

8.18 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.18.1 The State certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.18.2 The State shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.18.3 The State certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.18.4 The State certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.18.5 The State shall allow County representatives access to the State's employment records during regular business hours to verify

compliance with the provisions of this Paragraph 8.18 when so requested by the County.

8.18.6 If the County finds that any provisions of this Paragraph 8.18 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the State has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the State has violated the anti-discrimination provisions of this Agreement.

8.19 NOTICE OF DISPUTES

The State shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the State regarding the performance of services as stated in this Agreement. The parties shall continue with their respective responsibilities under this Agreement during any dispute. If the County Project Director and State Project Director are not able to resolve the dispute, the Sheriff and the Secretary of the California Department of Corrections and Rehabilitation (or their respective designees) shall resolve it.

8.20 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the County Project Director or State Project Director, as the case may be, at the addresses set forth in Paragraph 6.0, Administration of Agreement – County, and Paragraph 7.0, Administration of Agreement - State. Addresses may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party. The County Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.21 PUBLIC RECORDS ACT

8.21.1 Any documents submitted by the State and all information obtained in connection with the County's right to audit and inspect the State's documents, books, and accounting records pursuant to Paragraph 8.22, Record Retention and Inspection/Audit Settlement, of this Agreement become the exclusive property of the County. All such documents become a matter of public record and

shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and that are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.21.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.22 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.22.1 The State shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The State shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The State agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the State and shall be made available to the County during the term of this Agreement and for a period of three (3) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

8.22.2 In the event that an audit of the State is conducted specifically regarding this Agreement by any federal or State auditor, or by any auditor or accountant employed by the State or otherwise, then the State shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the State's receipt thereof, unless otherwise provided by applicable federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.22.3 Failure on the part of the State to comply with any of the provisions of this Paragraph 8.22, Record Retention and Inspection/Audit Settlement, shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.22.4 If, at any time during the term of this Agreement or within three (3) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the State regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the State, then the difference shall be determined by agreement between the parties and either: a) repaid by the State to the County by cash payment upon demand or b) deducted from any amounts due to the State from the County. If the parties are unable to reach an agreement, then the issue shall be resolved as provided in Paragraph 8.19, Notice of Disputes, of this Agreement. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the State, then the difference shall be paid to the State by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.23 SUBCONTRACTING

8.23.1 Except as provided for in the Fire District-CDCR Agreement, the requirements of this Agreement may not be subcontracted by the State without the advance approval of the County. Any attempt by the State to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.23.2 Except as provided for in the Fire District-CDCR Agreement, if the State desires to subcontract, the State shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.23.3 The State shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the State employees.

8.23.4 The State shall remain fully responsible for all performances required of it under this Agreement, including those that the State has determined to subcontract, notwithstanding the County's approval of the State's proposed subcontract.

8.23.5 Except as to the Fire District-CDCR Agreement, the County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The State is responsible to notify its subcontractor of this County right.

8.23.6 Except as to the Fire District-CDCR Agreement, the County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, State shall forward a fully executed subcontract to the County for their files.

8.23.7 The State shall be solely liable and responsible for all payments or other compensation to all subcontractor and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.23.8 Except as to the Fire District-CDCR Agreement, the State shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The State shall ensure delivery of all such documents to the County Project Director before any subcontractor employee may perform any work hereunder.

8.24 TERMINATION FOR CONVENIENCE

8.24.1 This Agreement may be terminated, in whole or in part, by either the County or the State, from time to time, when such termination is deemed to be in the best interest of the terminating party. Termination of this Agreement shall be effected by notice of termination to the other party specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than sixty (60) calendar days after the notice of termination is sent.

8.24.2 After receipt of a notice of termination and except as otherwise directed by the County, the State shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.24.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the State under this Agreement shall be maintained by the State in accordance with Paragraph 8.22, Record Retention and Inspection/Audit Settlement, of this Agreement.

8.25 TERMINATION FOR DEFAULT

8.25.1 The County may, by written notice to the State, terminate the whole or any part of this Agreement, if, in the judgment of County Project Director:

- The State has materially breached this Agreement; or

- The State fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

- The State fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement or of any obligations of this Agreement and, in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.25.2 If, after the County has given notice of termination under the provisions of this Paragraph 8.25, Termination for Default, it is determined by the County that the State was not in default under the provisions of this Paragraph 8.25, Termination for Default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.24, Termination for Convenience, of this Agreement.

8.25.3 The State may by written notice to the County, immediately terminate this Agreement for cause. The term "for cause" shall mean that the County fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the County.

8.25.4 The rights and remedies of the parties provided in this Paragraph 8.25, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.26 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.27 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.27, Waiver, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.28 STATE OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH) COMPLIANCE

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, the State provides services to the County and the State receives, has access to and/or creates Protected Health Information as defined in Exhibit I in order to provide those services. The County and the State therefore agree to the terms of Exhibit I, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), of this Agreement.

AGREEMENT
FOR
FIRE SUPPRESSION CAMP SERVICES

IN WITNESS WHEREOF, the State has caused this Agreement to be executed by its duly authorized representative, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of the Board of Supervisors.

STATE OF CALIFORNIA
Department of Corrections and Rehabilitation

By _____
Debra L. Smith, Chief

Date: _____

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 MAR 15 2016

LORI GLASGOW
EXECUTIVE OFFICER

ATTEST:
LORI GLASGOW
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Michele Jackson
Principal Deputy County Counsel

APPROVED AS TO FORM:

By _____

STATEMENT OF WORK

Unless otherwise defined herein, all capitalized words and terms used herein shall have the meaning set forth in Paragraph 2.0, Definitions, of the Agreement, unless otherwise apparent from the context in which they are used.

A. GENERAL SCOPE OF SERVICES

1. The State will be responsible for providing housing, sustenance, supervision, education, inmate programs, and other services and accommodations for Offenders provided by County at the Fire Camps listed on Exhibit C, List of Fire Camps, of this Agreement. It is understood by the parties that the Fire District-CDCR Agreement sets forth the responsibilities of the State and the Fire District for the operations of the Fire Camps. This Agreement may be expanded by way of written Amendment pursuant to Paragraph 8.1, Amendments, of the Agreement to add additional fire camps located outside of the County which are operated and maintained by Cal Fire.

2. The parties shall make reasonable efforts to maintain Offender populations in the Fire Camps in the amounts set forth on Exhibit C, List of Fire Camps, of this Agreement.

3. The State shall provide and maintain adequate staffing to provide all required services to Offenders when such Offenders are under the custody and control of the State.

4. Once the County transfers custody of an Offender to the State, such Offender will be the sole responsibility of the State and will be under the custody and control of the State, including but not limited to when such Offenders are working on fire crews with the Fire District.

5. The State will ensure the secure custody, care, and safekeeping of all Offenders. The State will be solely responsible for developing and implementing State policies, procedures, rules, and regulations related to the secure custody, care, and safekeeping of Offenders in Fire Camps.

6. The State will provide all services under this Agreement in accordance with all federal, State, and local law, rules, regulations, policies, procedures, and correctional standards, including but not limited to Title 15, and all State policies, procedures, rules, and regulations. The County shall have no liability for the State's failure to comply with such federal, State, and local rules, regulations, policies, procedures, and correctional standards. The County shall have no liability resulting from any State policies, procedures, rules, and regulations which are or may be later deemed to be non-compliant or in violation of any federal, State, and local rules, regulations, policies, procedures, and correctional standards. The State will provide to the County all State policies, procedures,

rules, and regulations within reasonable notification upon request by County. The State will provide reasonable notification to the County in the event of any allegation, investigation, or finding related to the State's non-compliance or violation of any federal, State, and local rules, regulations, policies, procedures, and correctional standards.

7. The State will, at all times, remain in full compliance with the most recent standards for the prevention, detection, response and monitoring of sexual abuse in adult prisons and jails (Prison Rape Elimination Act or "PREA"), as required by the United States Department of Justice.

8. Except during the initial transition of Fire Camps from State inmates to Offenders pursuant to Section D(3) of this SOW, the State will provide housing, sustenance, supervision, education, inmate programs, and other services and accommodations at the Fire Camps solely to Offenders from the County during the term of this Agreement. Except during the initial transition of Fire Camps from State inmates to Offenders pursuant to Section D(3) of this SOW, the State will not house offenders or inmates from any other law enforcement agency or public or private entity, nor utilize the Fire Camps in any way for offenders or inmates from any other law enforcement agency or public or private entity. Notwithstanding, upon the mutual agreement of the parties, offenders from other counties or State inmates may be housed in Fire Camps listed on Exhibit C, List of Fire Camps, either with or without County Offenders, to meet the operational needs of the parties.

9. The County shall have the right to audit, inspect, review, and examine the Fire Camp facilities and its operations and programs, including all documents related thereto. Such rights include but are not limited to site inspections, review of investigative materials related to Offender incidents, and examination of documents related to the care and treatment of Offenders. At the County's sole discretion, such audits, inspections, reviews, and examinations may be conducted by the County and/or its agents at anytime with or without advance notice to the State.

B. SECURITY AND CLASSIFICATION OF OFFENDERS

1. The security and classification level of Offenders eligible for Fire Camps participation are limited to the adult Offenders sentenced to County jail selected by the County and approved by the State.

2. The State criteria for participation are attached to the Agreement as follows:

   - Exhibit D, Fire Camp Offender Criteria – Criminal History
   - Exhibit E, Fire Camp Offender Criteria – Medical/Mental Health/Dental
   - Exhibit F, County Fire Camp Offender Screening and Processing Form

3. Prior to the County's submission of an Offender to the State for Fire Camp placement consideration, the County shall conduct a thorough criminal history screening consistent with Exhibit D, Fire Camp Offender Criteria – Criminal History, of the Agreement to determine eligibility for Fire Camp participation.

4. Prior to the County's submission of an Offender to the State for Fire Camp placement consideration, the County shall conduct a thorough health care screening, which includes medical, mental health, and dental examinations consistent with Exhibit E, Fire Camp Offender Criteria – Medical/Mental Health/Dental, of the Agreement to determine eligibility for Fire Camp participation.

5. At the time of submission by the County of an Offender for Fire Camp placement consideration, the County shall provide the Fire Camp State Administrative Office with a completed Exhibit F, County Fire Camp Offender Screening and Processing Form, of the Agreement, along with all required documentation which includes copies of all Offender classification data, including commitment and other judicial orders, and medical, mental health, and dental clearance records.

6. All Offenders submitted for Fire Camp placement consideration shall be subject to an initial intake review by the State to confirm that Fire Camp placement is appropriate. All Offenders shall also be subject to an annual review conducted by the assigned Fire Camp State Administrative Office to confirm that continued Fire Camp placement is appropriate.

C. OFFENDER FIRE SUPPRESSION TRAINING

1. The County shall provide training in fire suppression activities for male Offenders prior to placement in a Fire Camp. The fire suppression training for male Offenders will be provided by the Fire District pursuant to the separate Memorandum of Agreement between the County and the Fire District. All male Offenders shall be trained, certified as "fire-ready" (unless medically, physically, or administratively precluded), and approved by the Fire District prior to placement in a Fire Camp.

2. The State will provide training in fire suppression activities for female Offenders. The fire suppression training for female Offenders will be provided by the State at the California Institution for Women in Chino, California. All female Offenders shall be trained, certified as "fire-ready" (unless medically, physically, or administratively precluded), and approved by the Fire District prior to placement in a Fire Camp.

3. Offenders may be placed into a Fire Camp as a Non Grade Eligible Offender if 1) the Offender fails the physical fitness or the fire suppression training program, and 2) the County has identified a special work skill that the Offender possesses that will allow the State to place the Offender in a Fire Camp, and 3) placement

of the Non Grade Eligible Offender is mutually agreed upon by the County and the Fire Camp State Administrative Office prior to placement in a Fire Camp.

D. DELIVERY OF OFFENDERS TO FIRE CAMPS

1. The County shall be responsible for the transportation and delivery of male Offenders to the Holton Fire Camp and the costs thereof. The State will be responsible for the transportation and delivery of male Offenders to an Offender's assigned Fire Camp. Female Offenders however shall be transported directly by the County to the California Institution for Women (CIW). The State will be responsible for the transportation and delivery of female Offenders from the California Institution for Women to Malibu Fire Camp following their training in fire suppression activities.

2. The County and the State shall work cooperatively to coordinate the delivery and acceptance of Offenders.

3. At the outset of this Agreement, the date of the initial delivery of the Offenders to Fire Camps shall be on a date mutually agreed upon by the County, the Fire District, and the State. The parties agree that Offenders will be phased into the Fire Camps over time and as they are trained by the Fire District. It is understood by the parties that there may be Offenders housed with State inmates during the initial transition period when State inmates are phased out and Offenders are phased in.

4. Funds of an individual Offender held in trust by the County shall be provided via check to the State within seven (7) Business Days of the Offender's delivery to a Fire Camp. Offender funds shall be held and managed pursuant to the State policies, procedures and practices related to Offender trust accounts.

E. RETURN OF OFFENDERS TO COUNTY

1. The County shall be responsible for the transportation, and the costs thereof, for the pick-up and return of an Offender from the Holton or Malibu Fire Camp or other agreed upon location to the County.

2. Upon the demand by the State or the County, Offenders shall be delivered to the custody of the County at a mutually agreed upon time.

3. In the event that it becomes necessary to remove an Offender from a Fire Camp or fire training facility due to an increase in healthcare needs beyond those provided by the State as part of Routine Medical Care, any ongoing or Serious Disciplinary reason, an inability to provide a level of custody consistent with the safety and security of the Offender, staff, and/or the Fire Camp, or an Offender's refusal to participate in the Fire Camp program, the State will remove the Offender from the Fire Camp or fire training facility immediately. Following

removal, the State will notify the County and coordinate the Offenders return to the County. Except as provided in Section Z(5) of this Statement of Work, each night an Offender is not in a Fire Camp or fire training facility bed but temporarily housed in a State prison or State contracted medical facility, the County shall be charged at the Special Custodial Costs Rate set forth on Exhibit B, Price Schedule, of the Agreement. In the event the Offender requires housing outside of a State facility due to disciplinary action, all associated costs will be passed to the County.

4. The County and the State will coordinate the processing of an Offender prior to the Offender's completion of his or her sentence.

5. All Pre-Release Processing shall be the responsibility of the County. The County shall be responsible for any earned time/good time credit adjustments for which an Offender may be eligible while the Offender is in State custody.

6. When an Offender returns to the County, the State will provide the Offender's funds from the Offender's trust account, in the form of a check payable to the County, within seven (7) Business Days of the Offender's return to the County. Once the release paperwork is complete, it will be forwarded to Trust Accounting in Sacramento. The check will be processed and then forwarded to the County.

7. When an Offender is identified for return to the County, the State will ensure that the Offender's Camp File (OCF) is current with documentation to include but not be limited to program activities (work, education, etc.), classification endorsement and action, and disciplinary history. Offender records maintained at the Fire Camp site shall be transported with the Offender upon return to the County. Files maintained at the Fire Camp State Administrative Office will be mailed to the County within fourteen (14) calendar days of the County Offender's departure from the Fire Camp.

8. In the event that an Offender is summoned for appearance in court, the County shall provide any such documentation received by the County to the Fire Camp State Administrative Office for processing. The County shall assume temporary custody of the Offender and transport the Offender both to and from the assigned Fire Camp for local, state, and federal court appearances.

F. OFFENDER WORK ASSIGNMENTS

1. All Offenders shall participate in Fire Camp work programs while assigned to a Fire Camp, including fire suppression work crew assignments, firefighting training, in-camp work assignments, and other work assignments, unless otherwise medically or administratively precluded.

2. All Offender work assignments shall be assigned and performed in accordance with Title 15 requirements or as otherwise required by law.

3. For all injuries incurred by an Offender while an Offender is housed at a Fire Camp, the County shall not be responsible for the payment of any medical care or benefits related to an Offender's workers' compensation injuries or claims as required by California law, including but not limited to California Labor Code section 3370. The State will be solely responsible for all workers' compensation claims and benefits, including the administration of the claims, in the same manner as if the Offender was an inmate of the State. The State, at the State's option, may provide stated medical coverage in lieu of workers' compensation benefits, consistent with California law; however, the State remains responsible for any and all workers' compensation benefits, including past, present, and future medical benefits, temporary disability payments, permanent disability payments, home health care costs, and any other benefits or costs arising out of the workers' compensation claim. Should a workers' compensation claim be filed against the County arising out of the performance of this Agreement, the State agrees to defend and indemnify the County for any and all costs, findings, or expenses incurred by the County or that become an obligation of the County. Also, the State will reimburse the County for the costs of any and all medical care provided directly by the County related to an Offender's workers' compensation injury. If emergency medical care related to a workers' compensation injury is provided by an emergency medical provider, then the State will pay the emergency medical provider directly for any and all emergency medical care costs, including emergency transportation by ambulance costs.

4. Wages or compensation payable to Offenders for the performance of work assignments, if any, will be the sole responsibility of the State.

5. Offenders who refuse to participate in Fire Camp work programs shall be returned to the County. The County shall transport the Offender back to the County, at a mutually agreed upon time, following notice to the County from the State of the Offender's refusal to participate in Fire Camp work programs.

G. FIRE CAMP FACILITY OPERATIONS

1. The Fire Camp facilities shall be provided for and maintained in accordance with the requirements set forth in the Fire District–CDCR Agreement.

2. Ongoing inspections and tests of the Fire Camp facilities and their building systems shall be performed in accordance with the requirements set forth in the Fire District–CDCR Agreement.

3. The State will maintain an emergency operations manual that identifies a plan of action in the event of an emergency, such as labor strike, natural disaster, or Offender unrest. The emergency operations procedures shall include mutual aid agreements with surrounding law enforcement agencies.

H. OFFENDER PROGRAM OPERATIONS

1. Offender program operations shall be directed by the State, in compliance with all applicable laws, rules, regulations, policies, procedures, and correctional standards, including Title 15, as well as all State policies, procedures, rules, and regulations.

2. The State will develop a policy and procedure manual which describes Fire Camp regulations on procedures for intake, supervision, count, Offender housing, visitation, recreation, food services, medical services, discipline, Offender complaints, Offender release, facility armory, escape, emergency operations, and security-related operations.

3. The State will provide to the County all State policies, procedures, rules, and regulations related to program operations at Fire Camps upon request by the County.

I. OFFENDER PROGRAM SERVICES

1. The Sheriff of Los Angeles County has adopted a philosophy within the jails known as Education Based Incarceration. It focuses on deterring and mitigating crime by investing in Offenders through education and rehabilitation and providing dignity in the jails.

2. The State will provide and maintain inmate programs for Offenders in keeping with the spirit of Education Based Incarceration and in consultation with the County. Offender programming shall be sufficient to meet the minimum standards required by Title 15 and aimed at reducing recidivism, increasing employability, and reunifying families.

3. Offender programs may include, but are not limited to, academic programs, life skills programs, vocational and technical training programs, behavior modification programs, religious and volunteer programs, recreation programs, and visitation and family reunification programs.

4. Offender participation in hobby craft programs and the sale of hobby craft items shall be in accordance with State policies and procedures.

5. The State will provide Offenders reasonable time, accommodations, and space for religious services in keeping with Fire Camp security and other necessary Fire Camp operations and activities. Religious services and counseling may be provided by local volunteer groups and organizations.

6. The State will provide recreational opportunities for Offenders on a daily basis.

7. The State will ensure that all Offenders have court-related access consistent with State policies and procedures. All Offenders requesting access to a law library shall be transported back to the County by the County upon notice from the State.

J. FOOD SERVICES

1. The State will provide sustenance and food services to Offenders at Fire Camps, which meet the minimum dietary and nutritional requirements dictated by Title 15.

2. Food services shall be provided to Offenders in accordance with State policies and procedures.

3. The State will arrange for the purchase of all necessary foods to comply with the minimum dietary and nutritional requirements dictated by Title 15.

4. Offender meals shall be prepared and served three (3) times within each 24 hour period.

5. The State will provide meal planning, kitchen supervision, and meal preparation.

6. Necessary food storage and refrigeration space shall be provided, as well as adequately sized kitchens with required appliances, in accordance with the Fire District-CDCR Agreement.

7. All food shall be prepared and stored in accordance with all State and local codes and regulations.

K. HOUSING AND HOUSEKEEPING SERVICES

1. The State will confine and supervise Offenders in accordance with State policies and procedures. The State will provide security and supervision of Offenders consistent with State policies and procedures, based upon Offender disciplinary behavior, program participation, and other activities.

2. Dormitory style housing units shall be provided in accordance with the Fire District-CDCR agreement. Dormitory style housing shall provide both day rooms and sleeping space for Offenders at the Fire Camps. Offenders shall be housed in housing units consistent with the Offenders classification and security needs as determined by the State.

3. The State will develop and implement a housekeeping plan to ensure the proper cleanliness of the housing areas.

4. Offenders shall be required to comply with procedures for maintaining their living space.

5. The State will provide all bed linens and towels for use by Offenders. A schedule for the regular issuance of linens and towels shall be developed and maintained by the State.

6. The State will develop, and provide to each Offender, an orientation manual to educate new Offenders on State policies and procedures related to Fire Camps. The manual shall address, at a minimum, housekeeping procedures, sick call/pill call procedures, policies regarding behavior and discipline, and daily routines and practices.

L. OFFENDER CLOTHING

1. The State will provide all Offender clothing for Offenders assigned to Fire Camps in accordance with the Fire District-CDCR Agreement.

2. Offender clothing shall be suitable to the climate and to specific work assignments, as required.

3. The State will be responsible for the laundry, repair, and replacement of Offender State issued clothing during the Offender's incarceration at the Fire Camp to ensure clean clothes on at least a weekly basis. The State will develop a plan, procedure, and a schedule for the exchange of clean Offender clothing.

4. Upon admission and intake of Offenders to the assigned Fire Camp, each Offender shall be issued clothing consistent with current State policies and procedures.

5. Other specialized clothing and safety equipment shall also be issued to Offenders, as necessary, consistent with State policies and procedures.

6. The County shall provide County-issued clothing to the Offender prior to the Offender's permanent return to the County.

M. VISITATION

1. Offenders shall be provided visitation privileges in accordance with Title 15 requirements. The schedule and hours of visitation shall be in accordance with State policies and procedures.

2. The State will provide space, opportunity, furniture, and equipment for visitation as determined by the State.

3. Offender visitors shall be approved per the current State approval process prior to visitation with an Offender.

N. CANTEEN

1. Offenders shall be provided with canteen services in accordance with Title 15 requirements and State policies and procedures.

2. The State reserves the right to disapprove any canteen items for Offenders. The State reserves the right to exclude any canteen item deemed by the State to be a security risk.

3. The State will implement a quarterly package program for Offenders consistent with State policies and procedures. The State reserves the right to exclude any quarterly package item deemed by the State to be a security risk.

O. MAIL

1. Offenders shall be provided regular mail service consistent with Title 15 requirements and State policies and procedures.

2. Indigent Offenders shall be provided with supplies for correspondence for up to the price of twenty (20) one (1) ounce first class letters per month. However, no request for mailing of verified legal mail shall be denied under this provision regardless of postage limit or financial status of the Offender. The State is entitled to recoup postage fees when the Offender has sufficient funds in his Offender trust account.

3. Pursuant to the State policy, all non-confidential Offender mail, incoming or outgoing, is subject to being read by designated State staff.

4. All incoming and outgoing mail and packages shall be searched for contraband.

P. TELEPHONE

1. Offenders shall be provided access to telephone service in accordance with Title 15 requirements and State policy and procedures.

Q. OFFENDER PROPERTY

1. Offenders shall be allowed to possess personal property consistent with State policies and procedures. The allowable property list is attached as Exhibit H, State Allowable Property for Offenders, to the Agreement. Exclusions may be granted based on Fire Camp security requirements.

2. The State will follow State policies and procedures on the disposition of Offender property. The State will compensate Offenders for lost or damaged property due to the negligence of the State in accordance with applicable remedies consistent with State policies and procedures. The County shall not be responsible for such

lost or damaged property, and the State will indemnify the County for any and all claims, losses, liabilities, etc., attributable to such lost or damaged property while in State custody.

3. At the time of an Offender's return to the County, only property allowable by the County may be transported back to the County with the Offender. The allowable property list is attached as Exhibit I, County Allowable Property for Offenders, to the Agreement. The State will inform all Offenders of the allowable County property and assist the Offender with its disposition in accordance with State policies and procedures prior to return to the County.

R. OFFENDER COMPLAINTS

1. The State will have and maintain a process for handling Offender complaints and grievances related to conditions of Fire Camp confinement and other State actions and decisions made while the Offender is in State custody. The State will retain final authority on all issues of resolution and appeals related to State decisions and actions.

2. Offender complaints and grievances related to County decisions and actions shall be remedied via the County's complaint process. The County shall retain final authority on all issues of resolution and appeals related to County decisions and actions.

S. STAFFING

1. The County shall not be responsible for the recruitment, hiring, and training of State Fire Camp staff.

2. The State staff shall meet State and California Peace Officer Standards and Training (POST) staffing requirements and background clearances.

3. The State staff shall be Correctional Officers, who have completed the minimum standards for training of correctional officers established by the Board of State and Community Corrections, State of California, pursuant to Penal Code Section 6035.

4. The State staff shall have specific duties relating to the security of the facility and the safety of the community, staff, and Offenders. The State will provide security and supervision for Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere.

5. The State staff recruitment will follow the guidelines and standards for personnel selection established by the Board of State and Community Corrections, State of California, as part of its standard training for corrections programs.

T. STAFF TRAINING

1. The State will develop and implement a training program for all State custody staff hired for the Fire Camp. The training program will be in accordance with training standards and guidelines developed by the Board of State and Community Corrections, State of California, and promulgated through the Standards and Trainings for Corrections Program.

U. COMMUNICATION OPERATIONS

1. The State shall at all times maintain radio and other communication operations in the Fire Camps which are adequate and appropriate for the administration, security, and safety of the Fire Camp facility, staff, and Offenders.

2. Fire Camp radio operations shall be conducted in accordance with Federal Communications Commission procedures and guidelines.

V. FINANCIAL MANAGEMENT OF FUNDS AND INTERNAL CONTROL

1. The State will establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required under this Agreement.

2. The State Project Director will be responsible for accounting of all program and facility costs, maintaining all financial records including Offender trust funds, and serving as State's liaison to County fiscal authorities. The State Project Director shall be assisted by the Fire Camp State Administrative Office.

3. The State Project Director will ensure that accounting and financial records management practices meet generally accepted standards.

4. In accordance with Paragraph 8.33, Record Retention and Inspection/Audit Settlement, of this Agreement, the County may conduct periodic audits of any and all records relating to this Agreement. Such audits may be conducted by any State or federal auditor or agent or an outside accountant or agent employed by the County.

5. When an Offender is transferred to the State from the County, the balance of such Offender's trust account shall also be transferred to the State. If the Offender is transferred back to the County or to another facility, the balance of the Offender's trust account shall also be transferred.

6. Upon notification of a court order for restitution by a County Offender, the State agrees to collect funds from wages and account deposits from the County Offender's trust account. All collected funds will be remitted in a manner that

adheres to Title 15, Subchapter 2, Article 1.5, Section 3097 of the California Code of Regulations (15 CCR § 3097).

W. ESCAPES

1. In the event of an escape by an Offender from Fire Camp custody, the State will initiate efforts to apprehend such Offender and notify the State I.D./Warrants Unit and the local law enforcement agencies as required by State statute in the same manner it uses for any other State escapees.

2. The State will immediately, or as soon as reasonably practicable but no later than one (1) hour following the State's knowledge of the escape, notify the Department Fire Camp Operations if the escape occurs during regular business hours. If the escape occurs outside of regular business hours, then notification shall be made to the Watch Commander at the Pitchess Detention Center – South Facility.

3. If the escaped Offender is located within the first twenty-four (24) hours, then the Department Fire Camp Operations shall be notified and will respond to the assigned Fire Camp to accept responsibility of the Offender within twenty-four (24) hours of notification to the Department Fire Camp Operations.

4. If, after twenty-four (24) hours, the Offender has not been located, then the County shall assume and be responsible for the escape pursuit and investigation.

5. In the event of an Offender escape, the State will be responsible for all first reports, which will be filed with the local District Attorney's office.

X. NOTIFICATION OF OFFENDER INCIDENTS, EMERGENCIES, AND DISCIPLINE

1. Offender-related incidents, emergencies, and discipline shall be reported to Department Fire Camp Operations as soon as reasonably practicable after the incident, emergency, or disciplinary matter.

2. All Offenders are subject to State policies, rules, and regulations regarding conduct and behavior. The State will be responsible for adjudicating any disciplinary matters while Offenders are in State custody.

Y. OFFENDER RECORDS AND PROGRESS REPORTS

1. The State will handle and maintain all Offender OCFs and ensure compliance consistent with the State policies and procedures.

2. Offender records regarding Offenders while at the Fire Camp shall be collected and maintained by the State on-site at the Fire Camps in accordance with State record-keeping practices and operating requirements governing confidentiality.

3. OCF's shall not be maintained inside housing units or easily accessible to the Offender population.

4. Upon request, all records, reports, and documents related to Offenders, including but not limited to Offender work/education-vocation records, will be made available to the County for review immediately upon request. When an Offender is transferred from the Fire Camp, the records provided by the County and additional information compiled while the Offender was at the Fire Camp will be updated and transported with the Offender to his/her new location. The record consists of reports, timesheets, staff memos, correspondence, medical records, and other documentation relating to behavior of the Offender.

5. All warrants/holds/detainers received by the County for an Offender shall be forwarded to the Fire Camp State Administrative Office within twenty-four (24) hours of receipt by the County. The County and the State shall work cooperatively to coordinate the transportation of the Offender by the County.

6. The County shall perform all time calculations for Offenders while housed in the Fire Camps and shall provide the State with an initial Offender release date and any subsequent changes to the Offender release date. This information is required to facilitate return of the Offender to the County within forty-eight (48) hours of his/her release.

Z. MEDICAL SERVICES

1. The State will ensure that all Offenders are provided all necessary routine medical care.

2. All medical care shall be provided in compliance with Title 15 requirements and as other required by law.

3. The State will develop and implement State policies and procedures for the provision of all medical care, including medical procedures for the dispensing of medication.

4. In the event that it becomes necessary to remove an Offender from the Fire Camp due to an increase in medical care needs beyond that provided by the State as Routine Medical Care, the State will notify the Department Fire Camp Operations to coordinate the pick-up and transport of the Offender by the County to the County for Non-Routine Medical Care.

5. Emergency, life-threatening Non-Routine Medical Care shall be provided off-site by emergency medical providers within the vicinity of the Fire Camp, and the emergency transport to the emergency medical provider may be provided by ambulance. The State will provide custody supervision of the Offender, and transportation if necessary, at no additional charge to the County while the Offender is at the emergency medical facility for treatment. The State will provide supervision until such time as the Offender is transported back to the Fire Camp or the County assumes supervision of the Offender. The State will provide notice to Department Fire Camp Operations as soon as reasonably practicable but no later than four (4) hours after the occurrence of the Offender's condition that gave rise to the need for hospitalization or emergency treatment. State procedures, including transportation and custody of Offenders, shall be developed and implemented for handling emergency, life-threatening Non-Routine Medical Care for Offenders. All procedures shall be made available to the County within a reasonable amount of time upon request.

6. If, either upon arrival from the County or during incarceration, the State determines that an Offender (1) is not in a sufficient medical condition to be, or remain to be, housed at the Fire Camp, or (2) has serious medical, mental health, or dental needs which cannot be accommodated at the Fire Camp, then said Offender shall be returned to the County. The State will notify the Department Fire Camp Operations to coordinate the pick-up and transport of the Offender by the County.

7. Any Offender suspected of being sexually assaulted shall be transported by the State to the local emergency medical provider for treatment, and a rape kit shall be sent to the hospital with the State custody staff, consistent with the State Prison Rape Elimination Act (PREA) protocols.

8. The State will have written policies and procedures to support the management and prevention of infectious diseases.

PRICE SCHEDULE

1. Offender Per-Diem Rate

The Offender Per-Diem Rate shall be an all-inclusive daily rate for all fire suppression services for one (1) Offender, including, but not limited to, housing, sustenance, supervision, education, Offender programs, Routine Medical Care, and other services and accommodations as required by this Agreement and otherwise by law. The Offender Per-Diem Rate does not include the costs of Non-Routine Medical Care or Special Custodial Costs.

OFFENDER PER-DIEM RATE	**$10.00***

2. Offender Per-Diem Rate - Female Offender in Training

The Offender Per-Diem Rate for female Offenders in training shall be an all-inclusive daily rate for all fire suppression training services for one (1) female Offender, including but not limited to, housing, sustenance, supervision, education, Offender programs, Routine Medical Care, and other services and accommodations as required by this Agreement and otherwise by law. The Offender Per-Diem Rate for female Offenders in training does not include the costs of Non-Routine Medical Care or Special Custodial Costs.

OFFENDER PER-DIEM RATE	**$81.00***

3. Special Custodial Costs Rate

The Special Custodial Costs Rate shall be an all-inclusive daily rate for transportation and custody supervision of an Offender to any destination previously approved by the County or when an Offender is temporarily housed at a State prison or State contracted medical facility.

SPECIAL CUSTODIAL COSTS RATE	**$77.00***

*If, at any time during the term of this Agreement, CDCR offers fire suppression camp services to any county at offender per-diem rates and/or a special custodial costs rate lower than the Offender Per-Diem Rates and/or the Special Custodial Costs Rate set forth herein, then (1) CDCR shall extend those lower rates to the County within a reasonable timeframe - not to exceed thirty (30) calendar days - *unless CDCR can demonstrate that extending the lower rates would be cost prohibitive to CDCR*, and (2) *if the lower rates are extended to County,* this Agreement shall be amended in accordance with Paragraph 8.1.3 of this Agreement to decrease the Offender Per-Diem Rates and/or the Special Custodial Costs Rate set forth herein to reflect the lower rates.

EXHIBIT C

LIST OF FIRE CAMPS

CAMP	POPULATION
ACTON 8800 Soledad Canyon Road Acton, California 93510	80 Offenders
FRANCISQUITO 35100 N. San Francisquito Canyon Road Santa Clarita, California 91390	80 Offenders
HOLTON 12653 N. Little Tujunga Canyon Road Sylmar, California 91390	100 Offenders
JULIUS KLEIN 22550 East Fork Road Azusa, California 91702	120 Offenders
MALIBU (female Offenders) 1252 S. Encinal Canyon Road Malibu, California 90265	100 Offenders

EXHIBIT D

FIRE CAMP OFFENDER CRITERIA - CRIMINAL HISTORY

Category	Exclusionary Criteria
Definitive Exclusionary Criteria	
Violent Felonies	Current or prior PC 667.5(c) conviction(s) or comparable out-of-state conviction(s).
Serious Felonies	Current or prior PC 1192.7(c) and/or PC 1192.8 conviction(s) or comparable out-of-state conviction(s).
Sex Offenses	Current or prior or conviction(s) requiring PC 290 registration or comparable out-of-state conviction(s).
Time To Serve	Less than one year to serve. More than five years to serve (projected at two-for-one credit earning – will review on a case by case basis).
Escape History	History of escape. Any "walk-away" within the past ten years.
Felony Holds	Active felony holds, warrants, or detainers for felony offenses.
Misdemeanor Holds	Not exclusionary EXCEPT where it is unclear whether a charge is a felony or a misdemeanor.
Qualifying Active and Potential USICE Holds	Active or potential USICE Hold with prior deportation. Active USICE hold with no prior deportation and no immediate family ties and/or no established work history of 12 months or more.
Prison Gang Membership	Active or inactive gang member or associate.
Disciplinary History	Any in-custody misconduct in the last 12 months of incarceration resulting in a finding of guilt that could constitute a felony whether or not prosecution is undertaken.
SHU/PHU History	SHU/PHU term in the last 12 months.
High Notoriety	Designated High Notoriety or Public Interest Cases.
Arson	Current or prior commitment for arson of structure, forest, or property, or arson with injuries. Conviction, arrest, or detention for possession of explosive device. BPH finding for arson related offenses.
Case-by-Case Exclusionary Criteria	
Sex Offenses	Arrests in California equivalent to PC 290 offense(s).
Potential Felony Holds	Potential felony hold(s) or open disposition(s) for serious or violent offense(s). (Clear and then refer.)

EXHIBIT E

FIRE CAMP OFFENDER CRITERIA - MEDICAL/MENTAL HEALTH/DENTAL

Category	Criteria
Medical	
Consultative Services	No outstanding Specialty Clinic Referrals
Functional Capacity	Ability to complete 25 jumping jacks Visual acuity 20/70 or better in each eye without correction No sensory or motor neurologic deficits including seizures No deforming arthritis No mobility impairments No amputations of an extremity, total hip, or knee replacement surgeries and/or fusion of a joint
Medical Risk	No chronic cardiac, pulmonary, digestive, endocrine, hematologic, or renal disorders No hearing aids and/or hearing loss No conditions associated with suppression of the immune system No pregnancy No inguinal, femoral or abdominal hernias No special diet Body Mass Index (BMI) not less than 18 or more than 35
Nursing Care Acuity	No need for ongoing continuous medication administration (exception: short courses (14 days or less) of self-administered medications) No need to use an inhaler for treatment of asthma or COPD
Mental Health	
Medications	No prescription of psychotropic medication within the preceding six months
Mental Health	No past or current hallucinations not associated with drug or alcohol withdrawal
Dental	
Prosthesis	Not presently awaiting delivery of dental prosthesis
Current State	No current dental complaints
Required Treatment	No ongoing dental treatment

COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

COUNTY SCREENING

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

COUNTY	OFFENDER NAME (LAST, FIRST, MIDDLE)	DOB

SECTION 2: REQUIRED DOCUMENTS (ATTACH TO THIS FORM)

		CDCR USE			CDCR USE
☐	DOCUMENTATION OF CURRENT COMMITMENT		☐	TWO CURRENT ID PHOTOS (FRONT AND SIDE VIEW)	
☐	PROBATION OFFICER'S REPORT, IF AVAILABLE CURRENT CONVICTION		☐	COMPLETED OFFENDER INFORMATION FORM	
☐	RELEASE DATE INFORMATION		☐	COMPLETED POWER OF ATTORNEY FORM	
☐	COPY OF DISCIPLINARY ACTION(S)		☐		
☐	DOCUMENTED ENEMIES, IF AVAILABLE		☐		

SECTION 3: CRIMINAL HISTORY SCREENING

BASED ON A REVIEW OF THE OFFENDER'S CRIMINAL HISTORY, CHECK ANY APPLICABLE EXCLUSIONARY BOX(ES) BELOW:

DEFINITIVE EXCLUSIONARY CRITERIA		
		CDCR USE
☐	CURRENT OR PRIOR PC 667.5(C) CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS	
☐	CURRENT OR PRIOR PC 1192.7(C) AND/OR 1192.8 CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS	
☐	CURRENT OR PRIOR ARREST OR CONVICTION FOR OFFENSES REQUIRING PC 290 REGISTRATION OR COMPARABLE OUT-OF-STATE ARRESTS	
☐	LESS THAN ONE YEAR TO SERVE (WILL REVIEW ON A CASE BY CASE BASIS)	
☐	MORE THAN FIVE YEARS TO SERVE (PROJECTED AT TWO-FOR-ONE CREDIT EARNING)	
☐	HISTORY OF ESCAPE	
☐	ANY "WALK-AWAY" WITHIN THE PAST TEN YEARS	
☐	ACTIVE FELONY HOLDS, WARRANTS, OR DETAINERS FOR FELONY OFFENSES	
☐	ANY HOLD WHERE IT IS UNCLEAR WHETHER THE CHARGE IS A FELONY OR A MISDEMEANOR	
☐	ACTIVE OR POTENTIAL USICE HOLD WITH PRIOR DEPORTATION	
☐	ACTIVE USICE HOLD WITH NO PRIOR DEPORTATION AND NO IMMEDIATE FAMILY AND/OR NO ESTABLISHED WORK HISTORY OF 12 MONTHS OR MORE	
☐	ANY IN-CUSTODY MISCONDUCT IN THE LAST 12 MONTHS OF INCARCERATION RESULTING IN A FINDING OF GUILT THAT COULD CONSTITUTE A FELONY WHETHER OR NOT PROSECUTION IS UNDERTAKEN	
☐	CURRENT OR PRIOR COMMITMENT FOR ARSON OF STRUCTURE, FOREST, OR PROPERTY, OR ARSON WITH INJURIES	
☐	CONVICTION, ARREST, OR DETENTION FOR POSSESSION OF EXPLOSIVE DEVICE	

CASE-BY-CASE EXCLUSIONARY CRITERIA		
		CDCR USE
☐	ARREST IN CALIFORNIA EQUIVALENT TO PC 290 OFFENSE(S)	
☐	POTENTIAL FELONY HOLDS FOR SERIOUS OR VIOLENT OFFENSES, INCLUDING OPEN DISPOSITIONS (CLEAR AND THEN REFER)	

☐ CLEARED FOR FIRE CAMP (PROCEED TO SECTION 4) ☐ INELIGIBLE FOR FIRE CAMP

CRIMINAL HISTORY SCREENING COMPLETED BY (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
LOCATION	**TELEPHONE NUMBER**	**DATE**

COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

SECTION 4: MEDICAL/MENTAL HEALTH/DENTAL SCREENING

MEDICAL SCREENING		
LASD MEDICAL/MENTAL HEALTH/DENTAL SCREENING		
☐ CLEARED FOR FIRE CAMP (SUBMIT TO CUSTODY FOR CDCR)	☐ INELIGIBLE FOR FIRE CAMP (SUBMIT TO CUSTODY)	
COMPLETION OF PROCESS VERIFIED BY (PRINT NAME & TITLE)	SIGNATURE	
FACILITY	TELEPHONE NUMBER	DATE

The Medical/Mental Health/Dental screening process will be conducted in accordance with LASD policy #M206.10 which consists of the following instructions and procedures:

GENERAL INSTRUCTIONS:

Patients are not eligible for the Fire Suppression program if:

1. Receiving long term medications for any medical condition including chronic cardiac, pulmonary, digestive, endocrine, hematologic and/or renal disorders
2. Requires an inhaler to treat asthma and/or COPD
3. Has impaired mobility and/or neurologic deficits including seizures, amputations of an extremity, total hip and knee replacement and/or fusion of a joint
4. Diagnosed with an immunosuppressed condition
5. Prescribed psychotropic medications within the preceding six months
6. Reported history of hallucinations not associated with drug or alcohol withdrawal
7. Presence of inguinal, femoral or abdominal hernia
8. Visual acuity 20/70 or better in each eye without correction
9. Hearing aid and/or hearing loss
10. Pregnancy
11. Special diet
12. Body Mass Index (BMI) less than 18 or more than 35

Patients receiving a short term (14 days or less) course of self-administrated medications are eligible for the program.

PROCEDURE:

1. The nurse will:
   a. Be provided with a list of names for inmates who have been screened by Custody and approved for the fire suppression program.
   b. Review the medical record; and exclude inmates who do not meet the eligibility criteria. Those who are excluded will be notified by the nurse.
   c. Assess the inmate by completing vital signs, height, weight, observing physical agility test (25 jumping jacks), and conducting a visual exam (Snellen).
   d. Order the following required diagnostic exams and refer the inmate to the CSU line for a provider evaluation (Care set).
      1. Chest x-ray if not completed within the last six months
         Note: IRC screening chest x-rays which do not have an official reading will require notification to radiology requesting an official read.
      2. CBC, CMP and UA if no results within the last ninety days
      3. Pregnancy blood test for female patients
2. The provider will:
   a. Review diagnostic tests results, vital signs, BMI and conduct a physical examination to include hernia exam.
   b. Determine if there are any pending medical and/or dental appointments including specialty clinics that would preclude the inmate from participating in the program.
   c. Determine if the inmate is cleared or ineligible for Fire Suppression program.
3. The nurse will notify the designated fire camp representative in writing, utilizing the approved form, regarding the inmate's status for participation.

COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

STATE SCREENING AND PROCESSING

SECTION 5: ADDITIONAL OFFENDER INFORMATION

OFFENDER CI&I NUMBER	PRIOR CDCR NUMBER(S)

SECTION 6: REVIEW OF COUNTY DOCUMENTS AND COUNTY SCREENING

☐	ALL REQUIRED DOCUMENTS RECEIVED (SECTION 2)
☐	COUNTY CRIMINAL HISTORY SCREENING COMPLETED (SECTION 3); OFFENDER CLEARED FOR FIRE CAMP BY COUNTY
☐	COUNTY MEDICAL/MENTAL HEALTH/DENTAL SCREENING COMPLETED (SECTION 4); OFFENDER CLEARED FOR FIRE CAMP BY COUNTY

SECTION 7: CDCR CRIMINAL HISTORY SCREENING

BASED ON A REVIEW OF THE OFFENDER'S CRIMINAL HISTORY, CHECK ANY APPLICABLE EXCLUSIONARY BOX(ES) BELOW:

☐	ACTIVE OR INACTIVE GANG MEMBER OR ASSOCIATE
☐	SHU/PHU TERM IN THE LAST 12 MONTHS
☐	DESIGNATED HIGH NOTORIETY OR PUBLIC INTEREST CASE
☐	BPH FINDING FOR ARSON RELATED OFFENSE(S)

COMMENTS		
☐ CLEARED FOR FIRE CAMP	☐ INELIGIBLE FOR FIRE CAMP	
CDCR SCREENING COMPLETED BY (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
INSTITUTION/CAMP ADMINISTRATIVE OFFICE	TELEPHONE NUMBER	DATE

SECTION 8: CDCR FIRE CAMP PLACEMENT APPROVAL

FIRE CAMP PLACEMENT APPROVED? ☐ YES ☐ NO	COMMENTS:	
CAMP ADMINISTRATOR (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
INSTITUTION/CAMP ADMINISTRATIVE OFFICE	TELEPHONE NUMBER	DATE

EXHIBIT G

COUNTY FIRE CAMP OFFENDER INFORMATION

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

COUNTY	OFFENDER NAME (LAST, FIRST, MIDDLE)	DOB

SECTION 2: EMERGENCY CONTACT (IN EVENT OF ILLNESS OR DEATH)

NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL

SECTION 3: FAMILY

NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL

COMPLETED BY (PRINT) _____ **SIGNATURE** _____

DATE _____

STATE ALLOWABLE PROPERTY FOR OFFENDERS

Total allowable property may not exceed 6 cubic feet.

ATHLETIC SHORTS (White or light gray only. No logos or printing. No inside pockets).	**2**
ATHLETIC SUPPORTER	**2**
BOOTS, FIRE RATED (Grade eligible inmates assigned to Conservation Camps only. The color black is approved).	**1**
BOOT SOCKS (Grade eligible inmates assigned to Conservation Camps only. White or light gray only).	**4 pair**
BRIEFS/BOXERS (White only).	**10**
GLOVES (Zippers, pockets, or metal not allowed. White or light gray only. One for one exchange).	**1**
HATS and CAPS BASEBALL (White or light gray only). WATCH CAPS (White or light gray only). (No stripes, designs, or logos).	**3**
RAIN COAT/PONCHO (Transparent only).	**1**
SHOELACES (White only. Max. 54". One for one exchange).	**1 pair**
SHOWER SHOES (Foam or soft rubber, single layer construction, not exceeding 1" in thickness).	**1 pair**
SLIPPERS / HOUSE SHOES (No leather or leather-like materials. Must be predominantly white or gray in color).	**1 pair**
SOCKS (White only. Any combination of short to knee-high).	**7**
SWEAT SHIRT (Light gray, or white, or off-white only).	**2**
SWEAT PANTS (Light gray, or white, or off-white only. No inside pockets).	**2**
TENNIS SHOES (No shades of red or blue. Low, mid, or high tops are permitted. Must be predominantly white in color. No K-Swiss, Bugle Boys, Joy Walkers, Pumps, Gels, British Knights, DC, or Airlifts. Shoe laces white only. Not to exceed $75.00. No hidden compartments, zippers, or laces that are covered or concealed. No metal components including eyelets).	**1 PAIR**
UNDERWEAR, THERMAL OR LONG (Light gray, or white, or off-white only. One pair consists of top and bottom or solid one piece).	**2 SETS**
UNDER SHIRTS (White or light gray only. Any combination of crew neck, v-neck, long sleeve, or sleeveless athletic tank-top. Turtle neck and mock turtle neck are not permitted).	**5**
WAVE CAPS (White or light gray only).	**2**
AFTER SHAVE (Must be clear and in clear container only. 5 oz. max.).	**2**
BODY POWDERS (Baby powder, foot powder, medicated powder, talcum powder, etc. 20 oz. max.).	**2**
COMB/HAIR PICK (COMB - Non-metal, no handle, not to exceed maximum of 6" in length, no handle/HAIR PICK – non-metal not to exceed 6" in length,).	**1**
COSMETIC/SHAVING BAG (Not to exceed 6" x 6" x 8". Plastic. Clear case only).	**1**
COTTON SWABS	**100**

DENTAL ADHESIVE (For approved denture wearers only).	2
DENTAL FLOSSERS/GLIDERS/SAFETY DENTAL FLOSS (No more than 3" in length. Amount allowed in possession to be determined by local institutional procedure. Warden discretion on the type of flosser that would meet their respective institution's safety and/or security needs).	YES
DENTURE CLEANSER	2 BOXES
DEPILATORYS (Hair removers, Magic Shave, etc. 10 oz. max.).	2
DEODORANT/ANTIPERSPIRANT (Stick, gel, or roll-on., deodorant must be clear and in clear container only. 5 oz. max.).	4
FACE CREAM (Noxema, etc. Products with glycerin as primary ingredient are not permitted. 10 oz. max.).	2
HAIR CONDITIONER (20 oz. max.).	2
HAIR OIL / GREASE (20 oz. max.).	2
HAIR TIES (Colors of black, white, and gray only).	10
INSECT REPELLANT (Must contain N,N-diethyl-m-toluamide (DEET) as main active ingredient).	2
LAUNDRY DETERGENT (Powder or liquid. 36 oz. max.).	1 2
LIP BALM (No pigmentation added).	2
LOTIONS (Includes sun-block and baby oil. Sun block shall be a minimum of SPF 15. Products with glycerin as primary ingredient are not permitted. 30 oz. max.).	2
MEDICATIONS, OVER-THE-COUNTER (OTC) (Only those OTC medications permitted by the Division of Correctional Health Care Services shall be stocked by institution canteens,. OTC medications are not approved for inmate packages, except those OTC medications listed below). The following OTC medications are authorized in both inmate packages and inmate canteens: solid tablet or capsule form only. Cough drops, sugar free only (non-formulary versions); Digestive aids containing Lactobacillus; and Guaifenesin (single ingredient only. No alcohol).	YES
MIRROR (Maximum of 6" diameter).	1
MOUTHWASH (Non-alcohol only. 30 oz. max.).	2
MUSCLE RUB and VAPOR RUB (Soft plastic containers/tube only. 5 oz. max.).	1
NAIL CLIPPER (Maximum of 2" length. No file blade).	1
PALM BRUSH/COMB (No handle. .Plastic only).	1
PERMANENT CURL/HAIR RELAXER KIT (No lye).	2 BOXES
PERMANENT WAVE KIT	2 BOXES
PERMANENT WAVE RODS (Non electric. Plastic only. 3.5" max. in length. Gray only).	40
PETROLEUM JELLY	2
RAZOR, DISPOSABLE	10
SHAMPOO (20 oz. max.).	2
SHAVING CREAM/GEL (Non-aerosol. 10 oz. max.).	2
SOAP, BAR (5 oz. max. Medicated soap containing additional ingredients; i.e., insecticides, keratolytics, antiseptics, antipruritics is allowed).	6
SOAP DISH (Non-metal. Clear case only).	1

SOAP, LIQUID BODY WASH/DISH SOAP (20 oz. max.).	**2**
TOOTHBRUSH	**2**
TOOTHBRUSH HOLDER (Clear plastic only. May only cover head of toothbrush).	**1**
TOOTHPASTE / POWDER (Toothpaste must be clear and in clear container. 7 oz. max.).	**3**
WASHCLOTHS (White only).	**3**
ARTIFICIAL SWEETENER	**YES**
BEVERAGES (Canned or bottled soda, water, etc., canteen purchase only. Beverages are not approved for inmate packages. No fruit juice containing sugar. Canned soda in aluminum cans is permissible for all Security Levels.	**YES**
CANDY (Shall not contain alcohol or liquors, hard candy shall be sugar free only. Candy bars and soft candies that contain chocolate, i.e., M&M's®, Milk Duds®, Tootsie Roll®, etc. All other candies soft and/or hard shall be sugar free. Candy shall not contain alcohol or liqueurs. No foil packaging).	**YES**
CANNED GOODS (Canteen only). NOTE: for canned soda, refer to BEVERAGES.	**YES**
CEREALS (Dry. Boxes or re-sealable bags single serving packets only. 26 oz. max.).	**YES**
CHEESE (Non-aerosol).	**YES**
CHIPS/TACO SHELLS	**YES**
COCOA (Sugar free).	**YES**
COOKIES	**YES**
COFFEE (Instant only).	**YES**
CONDIMENTS Spices, seasonings, sauces (hot, soy, etc.), mustard, mayonnaise, salad dressing/olive oil, sugar free honey, dried vegetables, etc., are permissible. Tomato based products containing sugar such as ketchup, BBQ sauce, pizza sauce, etc. are not permitted. Items containing sugar such as jams, jellies, honey, syrup, juices, and sugar are not permitted. Nutmeg and mace are not permitted.	**YES**
CRACKERS	**YES**
CREAMER (Powdered only).	**YES**
DRY MIX DRINKS (Non-flammable - Sugar-free only).	**YES**
FOODS, POUCHED/VACUUM PACKED (Tuna, sardines, vegetables, etc.).	**YES**
HERBAL/BOTANICAL/BIOLOGICAL SUPPLEMENTS (Solid tablet/caplet or softgel form only. Six bottles/containers maximum allowed per product, i.e., six bottles of Ginkgo Biloba, six bottles of Milk Thistle, etc. Bottles/containers not to exceed 250 tablets/caplets/softgels per bottle/container. Product shall be stored in original bottle/container. No bulk powdered products are permitted.). Herbal/botanical supplements (derived from botanical sources such as plants, trees, seeds, roots, fruits, and vegetables), i.e., Ginkgo Biloba, Milk Thistle, Resveratrol, Saw Palmetto, Cranberry, Fruit/Vegetable Extracts, Ginseng, Echinacea, Rose Hips, Pomegranate, Lycopene, Bioflavonoids, Green Tea, Valerian, Flax Seed Oil, Methylsulfonylmethane (MSM), Circumin (Tumeric) Peppermint Oil. Biological supplements (derived from biological sources such as shellfish, animal cartilage, bone, tissue), i.e., Glucosamine, Chondroitin, Coenzyme Q_{10}, Hyaluronic acid, and Fish Oil (Omega 3 Fatty Acid).	**YES**

MEATS, DRY (Salami, jerky, sausages, etc.).	**YES**
MISCELLANEOUS SNACK ITEMS (Snack cakes, bars, pies, pickles, etc.,; are permissible. Dried fruit is not permitted).	**YES**
NUTS (No shells).	**YES**
PEANUT BUTTER (30 oz. max.)	**YES**
PRECOOKED/RECONSTITUTED/DEHYDRATED/INSTANT FOODS (Rice, beans, chile, couscous, hummus, Pasta (16 oz. max. is permitted), etc. Restricted to single serving containers only. No foil packaged items permitted. No raw food products allowed, i.e., raw/uncooked rice, beans, etc.)	**YES**
PROTEIN SUPPLEMENTS (Solid tablet/caplet or softgel form only, 400 max. Six bottles/containers maximum allowed per product, i.e., six bottles of Soy-Rich Protein, six bottles of chewable Protein tablets, etc. Bottles/containers not to exceed 400 tablets/caplets/softgels per bottle/container. Product shall be stored in original bottle/container. No bulk powdered products are permitted.). Protein supplements shall contain at a minimum, the following nine essential amino acids: Isoleucine, Leucine, Lysine, Methionine, Phenylalanine, Threonine, Tryptophan, Valine and Histidine. The following 14 nonessential amino acids are acceptable in a protein supplement, but only when the 9 essential amino acids are also present: Alanine, Asparagine, Aspartate, Cysteine, Glutamate, Glutamine, Glycine, Proline, Serine, Tyrosine, Arginine, Carnitine, Citrulline, Ornithine.	**YES**
SOUPS/NOODLES (Ramen, rice noodles, etc.). (Styrofoam containers are restricted not permitted from for inmate possession in ASU and SHU. Staff may empty the contents of the Styrofoam container into an alternate container, retain and dispose of the empty Styrofoam container).	**YES**
TEA (Bags and instant).	**YES**
VITAMIN / MINERAL SUPPLEMENTS (Solid tablet/caplet or capsule softgel form only. Not to exceed 250 max tablets/caplets/softgels per bottle/container. Maximum six bottles/containers allowed per product, i.e., six bottles of Vitamin C, six bottles of Chromium, etc. Multiple Vitamin, Multiple Vitamin/Mineral and Single Vitamin packaging allowed. Supplements must remain in original container. No bulk powdered products are permitted). Allowable Vitamin Supplements: A (Retinoids: retinol, retinoids and carotenoids), B1 (Thiamine), B2 (Riboflavin), B3 (Niacin, niacinamide), B5 (Pantothenic acid), B6 (Pyridoxine, pyridoxamine, pyridoxal), B7 (Biotin), B9 (Folic acid, folinic acid), B12 (Cyanocobalamin, hydroxycobalamin, methylcobalamin), C (Ascorbic Acid), D (Ergocalciferol, cholecalciferol), E (Tocopherols, tocotrienols), K (Phylloquinone, menaquinones). Allowable Mineral Supplements: Boron, Calcium, Chloride, Chromium, Cobalt, Copper, Iodine, Iron, Magnesium, Manganese, Molybdenum, Nickel, Phosphorus, Potassium, Selenium, Sodium, Sulfur, Vanadium, Zinc.	**YES**
ADDRESS BOOK (Soft plastic/Paperback cover only,. 3" x 5" maximum).	**1**
AUDIO CASSETTES (Professionally pre-recorded only. No audio cassette or individual songs that have a parental advisory label. Possession of a player is not required).	**10**

BALLPOINT PENS (Non-metal, clear plastic only. Blue/Black ink only. Flexible pens or pen fillers may be required for ASU/SHU by local facility procedure).	**4**
BATTERY RECHARGER (Does not count as an electrical appliance).	**1**
BATTERIES	**8**
BOOKS, MAGAZINES, AND NEWSPAPERS (Paperback or hardback with cover removed only. Limits do not apply to legal materials).	**10**
BOWL (Plastic,. Future construction material to be approved by DAI. Maximum of 8" in diameter. Plastic lid optional).	**2**
CALENDAR (12" x 2412" maximum dimensions. No metal).	**1**
CAN OPENER (P-38 or equivalent).	**1**
CARD STOCK/DRAWING PAPER (White only. 12" x 12" max. size).	**10 sheets**
CLOCK (Non-electric, no alarm).	**1**
COMBINATION LOCK (Common key required by institution,. Canteen item only. Not approved for inmate packages).	**1**
COMPACT DISCS (CD) (Factory sealed, pre-recorded only,. No CDs or individual songs that have a parental advisory label. Sets including DVDs shall not be permitted. Possession of a player is not required).	**10**
CORRESPONDENCE COURSE (Does not impact the limit on books. Must be within the established 6-cubic feet limit of allowable property).	**1 YES**
ENVELOPES, BLANK AND/OR PRE-STAMPED – ENVELOPES, CLASP/GRIP SEAL (10" x 15" max. size. ASU/SHU/PSU clasp shall be removed).	**40**
ENVELOPES, METERED (Indigent inmates only).	**5**
EXTENSION CORD (Maximum length of 6', UL approved only,. Must adhere to requirements established in California Electric Code Section 400.8, three prong outlet only, with circuit breaker. upon local facility discretion Permitted by Warden's discretion).	**1**
GREETING CARDS (Maximum size 6" x 9").	**10**
HANDKERCHIEFS/BANDANNAS (Solid color. White or light gray only. Maximum size of 22" x 22").	**5**
LEGAL MATERIAL (Books, pamphlets, and other legal reference).	**YES**
LEGAL PADS / TABLETS AND NOTEBOOKS (No spiral bound. White and yellow paper only. 9" x 14" max.).	**4**
LEGAL SIZE FILE FOLDERS/WALLET ENVELOPES (10" x 15" max. size).	**YES**
LIGHT BULBS (Not to exceed 30 watts).	**1**
PENCILS, DRAWING (Colored), OR WRITING (Non-mechanical only).	**24 20**
PENCIL ERASER	**1**
PENCIL SHARPENER (Non-electric, hand held only,. No metal cover. Maximum 2" length).	**1**
PHOTOS / PORTRAITS (Maximum of 8" x 10". No Polaroid).	**YES**
PHOTO ALBUMS (Soft plastic/paperback cover. Maximum of 9" x 12").	**4**
PLASTIC TUMBLER (16 ounce or less).	**2**

READING GLASSES – NON PRESCRIPTION (Magnifying glasses).	**1**
RELIGIOUS ITEMS (As approved by the local religious review committees, i.e., kufi caps, yarmulikeas, prayer rugs, etc.).	**YES**
SPLITTER (For use with television).	**1**
STAMPS (U.S. Postal only).	**40**
STATIONERY (For written correspondence, May be decorated and have matching envelopes. Must be predominantly white. 8.5" x 11" max.).	**500 sheets**
SUN GLASSES – NON-PRESCRIPTION (No metal/steel frames, non-mirrored, no red or blue lenses. Purchase value not to exceed $50.00, Excludes prescription sun glasses. Purchase value not to exceed $50).	**1**
STORAGE CONTAINER (As permitted by Warden's discretion local institutional authority,. May include clear storage containers, foot lockers, denture holders, etc.).	**YES**
TUMBLER (Plastic. Future construction material to be approved by DAI. 16 ounces or less).	**2**
WALLET (Plain brown or black, no engravings).	**1**
CARDS (No role playing).	**1**
CHECKERS (No wooden boards. Plastic pieces only).	**1**
CHESS (No wooden boards. Plastic pieces only).	**1**
DOMINOS	**1**
AUDIO ENTERTAINMENT APPLIANCE (PG A and B: AM/FM radio/CD/cassette tape player or any combination allowed. AC power or battery operated. Must have earphone jack and headphones/earbuds. Clear case only. No detachable speakers. Outside measurements not to exceed 3" x 6" x 6".	**1**
CALCULATOR (Hand held, battery or solar battery operated. No games, clock, or alarm. No removable memory storage device, disks, tapes, chips (CPUs). No capability to transfer information. (Purchase value not to exceed $25).	**1**
EARBUDS (Maximum cord length 8.5'. Clear case only. Existing non-clear devices may be retained until no longer operational. Purchase value not to exceed $50).	**1**
FAN (AC power or battery operated. Plastic blade and cage. Not to exceed 9". Purchase value not to exceed $25).	**1**
HAIR CLIPPER/TRIMMER (AC power, battery operated, or rechargeable. Includes attachments and combs. Clear case only. Existing non-clear case trimmers may be retained until no longer operational. Spare blades may not be kept in possession of inmate. Purchase value not to exceed $80).	**1**
HANDICRAFT (Requires institutional approval).	**YES**
HEADPHONES (Maximum cord length 8.5'. Clear case only. Purchase value not to exceed $250).	**1**
HEALTH CARE APPLIANCE (Dr. Rx. only. Not subject to the six-cubic foot limit. Includes prescription eyeglasses and prescription sunglasses).	**YES**

HOT POT (UL approved, maximum 350 watts, 40 oz. liquid capacity. Clear, non-removable base from body, temperature sensitive thermal fuse, allowable based upon local facility determination). NOTE: If this item is used in an assault or in a manner that constitutes a safety/security threat, the inmate shall permanently lose the privilege of possession of this item.	**1**
LAMP - Not to exceed 3 pounds or 12" extended length. Not to exceed 30 watts. Not to exceed $25. Flexible neck only. AC power or battery operated. Purchase value not to exceed $25.	**1**
MUSICAL INSTRUMENT (As determined by local institutional procedures. Combined instrument and case dimensions shall not exceed 46" x 24" x 12". New purchases of keyboards are no longer permitted in male facilities. Existing keyboards are permitted).	**1**
RAZOR, ELECTRIC/PERSONAL GROOMER (Nose/ear trimmer) (AC power or battery operated. Purchase value not to exceed $580).	**1**
RELIGIOUS MEDAL AND CHAIN (Not to exceed $100, Chain not to exceed 18" in length,. Obtainable as a set only,; chains may not be purchased separately from medal. 1" max. diameter. Existing medals exceeding 1" may be retained by the inmate. Purchase value not to exceed $100).	**1**
RING (Wedding band,. One only,. Yellow or white metal only. Not to exceed $100, maximum declared value, and may not contain a set or stone).	**1**
TYPEWRITER, ELECTRIC (AC power or battery operated. Portable only. Outside cabinet clear case and Not to exceed 24" x 18" x 12". Existing non-clear typewriters may be retained until no longer operational. No removable memory storage device, disks, tapes, chips (CPUs). Temporary internal memory up to one-line for correction purposes is permissible. Memory must automatically clear when device is turned off. No capability to transfer information. Existing memory typewriters may be retained with owner's manual until no longer operational. (Purchase value not to exceed $2500).	**1**
TYPEWRITER, MANUAL (Restricted from Level IV 180 design housing. Portable only. Not to exceed 24" x 18" x 12". No removable memory storage device, disks, tapes, chips (CPUs). No capability to transfer information. (Purchase value not to exceed $200).	**1**
WATCH (Wrist or pocket style. No sets or stones. No memory storage device, disks, tapes, or CPUs. No alarm, calculator, radio, TV, game, or communication capabilities. No capacity to transfer information. (Purchase value not to exceed $50).	**1**

COUNTY ALLOWABLE PROPERTY FOR OFFENDERS

7-02/000.00 ALLOWABLE INMATE PROPERTY - MALE INMATES

The items listed below are acceptable for possession by male inmates, the quantity is not specified; however; it must conform with Custody Division Manual, section 5-06/050.00, "Individual Inmate Storage of Personal Effects."

PERSONAL PROPERTY
Beverage/Food items
Books (personal, religious, and library)
Clear zip lock baggy
Comb (non-metal, no rat-tail)
Contact lenses with plastic case
Cough drops
Dentures
Denture cleaner
Denture grip
Deodorant (non-aerosol)
Envelopes (legal or regular)
Eyeglasses
Greetings cards (5x7 max)
Hair conditioner
Hair gel
Hearing aid (extra batteries kept by medical staff only)
Legal folder
Lotion
Magazines
Mail (personal letters, post cards, telegrams)
Medical alert bracelet
Mentholatum

COUNTY ALLOWABLE PROPERTY FOR OFFENDERS

Mouthwash (alcohol free)
Pencils (wooden without metal eraser tip)
Petroleum jelly
Phone cards
Photos (3X5 min - 4X6 max)
Playing cards
Legal material including correspondence
Razor (disposable only, quantity 1)
Shampoo
Shaving brush
Shaving cream
Stamps (U.S. postage)
Sunglasses (medically prescribed or as needed while performing work assignments)
Facial tissues
Tooth brush
Tooth paste
Vending cards (only those assigned to inmate, up to three)
Wedding band (plain, no stones)
Writing tablet
Medication
Styrofoam cup
15" x 10" Document file
Eraser
Soap dish
Note book paper; clasp envelope
Disinfectant wipes

EXHIBIT I

COUNTY ALLOWABLE PROPERTY FOR OFFENDERS

The items listed below are acceptable for possession by male inmates with the allowable quantities indicated.

LINEN AND CLOTHING ITEMS	QUANTITY
Blanket	1
Sheet or mattress cover	1
Towel	1
Wash cloth	1
LA County issued jail uniform	1 set
LA County issued jail shoes	1 pr.
Shower shoes	1 pr.
Socks	2 pr.
Undershirt	3
Underpants	3

Exceptions:
Exceptions to the above, for special inmate work assignments, GI' weather conditions, or safety shall require individual units to establish unit orders specific to their needs, (e.g., additional blankets, boots, jackets, etc.).

Transgender inmates who have had breast augmentation shall be allowed five (5) bras. Excess clothing and linen items (any clothing or linen other than those issued to inmates for a particular unit's clothing schedules or work assignments) are considered contraband.

Inmates assigned to the intake area of mental health housing shall be governed by Custody Division Manual section 5-01/050.00 - Handling of Suicidal Inmates.

Inmates assigned to one-man cells, in other than mental health housing, shall have the standard mattress cover and bed sheets removed. To maintain compliance with California Title 15, the top bed sheet and mattress cover shall be replaced with a second blanket.

COUNTY ALLOWABLE PROPERTY FOR OFFENDERS

7-03/000.00 ALLOWABLE INMATE PROPERTY - FEMALE INMATES

The items listed below are acceptable for possession by female inmates, the quantity is not specified; however; it must conform with Custody Division Manual, section 5-06/050.00, "Individual Inmate Storage of Personal Effects."

PERSONAL PROPERTY
Baby oil
Baby powder
Beverage Items/Food items
Books (personal, religious, and library)
Clear Plastic Zip Lock Baggy
Cold cream
Clasp envelope
Comb (non-metal, no rat-tail)
Contact lenses with plastic case
Cough drops
Dentures
Denture cleaner
Denture grip
Deodorant (non-aerosol)
Disposable douche
Emery boards
Envelopes (legal or regular)
Eyebrow pencil
Eyeglasses
Eyeshadow
Greetings cards (5x7 max)
Hair brush

COUNTY ALLOWABLE PROPERTY FOR OFFENDERS

Eraser
Hair conditioner
Hair gel
Hair net
Hair rollers
Hand lotion
Hearing aid (extra batteries kept by medical staff only)
Legal folder
Lotion
Lipstick
Liquid makeup
Magazines
Mail (personal letters, post cards, telegrams)
Mascara
Medical alert bracelet
Mentholatum
Mouthwash (alcohol free)
Face Cleanser
Pencils (wooden without metal eraser tip)
Petroleum Jelly
Photos (3X5 Min - 4X6 Max)
Playing cards
Legal material including correspondence
Q-tips
Razor (disposable only, quantity 1)
Rosary

COUNTY ALLOWABLE PROPERTY FOR OFFENDERS

Shampoo
Shower cap
Stamps (U.S. postage)
Sunglasses (medically prescribed or as needed while performing work assignments)
Tampons
Facial Tissues
Tooth brush
Tooth paste
Vending cards (only those assigned to inmate, up to three)
Wedding band (plain, no stones)
Writing tablet
Disinfectant wipes
Medication
Styrofoam cup
Pony O's
Soap dish
Notebook paper
15" x 10" Document file

The items listed below are acceptable for possession by female inmates with the allowable quantities indicated.

LINEN AND CLOTHING ITEMS	QUANTITY
Blanket	1
Sheet or mattress cover	1
Towel	1
Wash cloth	1
LA County issued jail uniform	1 set

LA County issued jail shoes	1 pr.
Nightgown	1
Shower shoes	1 pr.
Jacket	1
Socks	2 pr.
Undershirt	2
Bras	5
Panties	5

Exceptions:

Exceptions to the above, for special inmate work assignments, weather conditions, or safety shall require individual units to establish unit orders specific to their needs, (e.g., additional blankets, boots, jackets, etc.).

Excess clothing and linen items (any clothing or linen other than those items issued to inmates for a particular unit's clothing schedules or work assignments) are considered contraband.

Inmates assigned to the intake area of mental health housing shall be governed by Custody Division Manual section 5-01/050.00 - Handling of Suicidal Inmates.

Inmates assigned to one-man cells, in other than mental health housing, shall have the standard mattress cover and bed sheets removed. To maintain compliance with California Title 15, the top bed sheet and mattress cover shall be replaced with a second blanket.

EXHIBIT J

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, title XIII and title IV of Division B, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to

identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) Business Days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.4.2 (a) or (b) at the time of the notification required by

section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than thirty (30) calendar days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches;

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address; and

(vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) Business Days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) Business Days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) Business

Days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations. However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) Business Days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health

Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information