



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



April 2, 2019

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

39 April 2, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACT WITH CALIFORNIA DEPARTMENT OF CORRECTIONS
AND REHABILITATION FOR FIRE SUPPRESSION CAMP SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Contract with the California Department of Corrections and Rehabilitation (CDCR) for Fire Suppression Camp Services (Services). Under the Contract, CDCR will assume custody of County inmates who are convicted as non-violent, non-serious, non-sexual (N3) offenders and assign these inmates to the five Los Angeles County Inmate Fire Suppression Camps (Fire Camps). This Contract will be funded through the Public Safety Realignment Act of 2011 (Assembly Bill 109) allocation received by the Department. The current Contract is set to expire on June 30, 2019.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Contract with CDCR. The term of the Contract shall commence July 1, 2019, through June 30, 2022, unless sooner terminated or extended, in whole or in part. Services will include supervision, security, and housing for N3 inmates with long-term sentences.
2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Contract for (1) any immaterial change, defined as administrative or clerical modifications, to the Contract; (2) any change to the day-to-day operational

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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— Since 1850 —

requirements described in the Contract that does not increase the offender per-diem rate, offender per-diem rate – female-in-training, special custodial costs rate, maximum annual contract sum, maximum contract sum, term of the Contract, or the County's liability under the Contract; and (3) any decrease in the offender per-diem rate, offender per-diem rate – female-in-training, or special custodial costs rate for which the same Services are provided to the County, provided a written notice of such decrease is provided to the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue receiving Services from CDCR, which supplements the number of inmates housed within the Fire Camps who are available for fire suppression, and reduces the County's long-term N3 inmate population housed within local jail facilities.

Background

Jail Population Management

Assembly Bill 109 (AB109) was passed into legislation on October 1, 2011. AB109 transferred responsibility from CDCR to the counties for the custody, parole supervision/revocation, and treatment/support of individuals whose last conviction was for a non-serious, non-violent, and non-sexual offense. The offenders who fall into these categories are referred to as N3 inmates. The Department's custody system has an operating capacity of approximately 18,000 jail beds. The inmate population within the jails historically consisted of pre-trial, post-conviction, pre-sentence, and a limited number of inmates sentenced to terms of less than 12 months. The jails were not designed for the long-term housing of inmates. The implementation of AB109 and the attendant increase in the number of N3 inmates diverted to County jails from State prisons impacted the average daily population within the jails operated by the Department. Within the existing jail capacity, inmates continue to be segregated and housed based on the Department's risk assessment screening. However, N3s are comingled within the general population, which affects inmate culture and dynamics. The additional N3 population has placed and will continue to place additional stress on the Department's already demanding jail population management operations.

On October 1, 2012, the Los Angeles County Chief Executive Office released an Alternative to Incarceration report that included a review and evaluation of inmate population management programs. The use of Fire Camps represents a highly viable housing option for N3 inmates with the longest sentences.

On September 17, 2013, the Board approved the current agreement with CDCR to allow County inmate participation in the Services offered by CDCR. The CDCR would take custody of County inmates who were classified as N3 and assign them to one of the five Fire Camps within the County. CDCR provides supervision, housing, sustenance, inmate programs, and routine medical care in exchange for a per-diem rate.

On September 29, 2015, the Board approved Amendment Number One, 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-in-training, effective January 1, 2014.

On March 15, 2016, the Board approved Amendment Number Two, which extended the term for an additional three years, from July 1, 2016, through June 30, 2019.

Fire Camps

Since the early 1980s, the five local Fire Camps have been jointly managed by CDCR and the Consolidated Fire Protection District of Los Angeles County (Fire Department). CDCR supplies the State inmate workforce and onsite security, while the Fire Department trains the inmates to work on fire crews. In a similarly managed operation, CDCR supplies State inmate fire crews to the 39 California Department of Forestry and Fire Protection (CALFire) fire camps located throughout the State.

With the implementation of AB109, the CALFire system's inmate population has gradually declined due to attrition (inmates released, paroled, or recommitted to CDCR institutions) and many inmates previously sentenced to State prison who were eligible for assignment to the fire camps are now instead serving their sentences in County jails.

CDCR has responded to the decreasing number of eligible State inmates by modifying fire crew size and the Fire Camp deployment strategy throughout the State.

The proposed Contract will transfer custody of eligible N3 inmates who will then supplement the State inmate crews housed within the five Fire Camps located within the Los Angeles County. This will benefit the County by:

- Creating additional housing capacity specifically for N3s with long-term sentences;
- Freeing up beds for the remaining jail population;

- Providing additional housing relief in local jails, which results from inmates serving in a Fire Camp program receiving two days credit on their sentence for each day served in a Fire Camp;
- Transferring inmate custodial responsibilities from the Sheriff to CDCR, including inmate security, welfare, and liability. The CDCR-Fire Department relationship within the Fire Camps will remain unchanged with CDCR providing security, and the Fire Department providing training to the inmate fire crews; and
- Supplementing the County's fire-fighting capacity with the N3s and reducing the County's reliance on CDCR to provide State inmate fire crews.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, by creating alternative custody beds to house the additional N3 inmate population outside of the County's traditional jail system.

FISCAL IMPACT/FINANCING

The Contract with the CDCR is for a term of three years, with a cumulative maximum obligation of \$1.5 million (\$500,000 per year) over the full Contract term. The Department will use a portion of its annual AB109 revenue to fully offset the maximum obligation due to CDCR. Budget appropriations for this Contract are included within the Department's Fiscal Year 2018-19 Final Adopted Budget, and will be included within future fiscal year budgets as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon execution by both parties, the term of the Contract will commence on July 1, 2019. CDCR will provide supervision, housing, sustenance, inmate programs, and routine medical care in exchange for an offender per-diem rate of \$10 per day.

An offender per-diem rate of \$81 shall be paid to CDCR for any female-in-training for fire suppression activities, prior to placement in a Fire Camp. The Fire Department provides the training for male offenders in fire suppression activities prior to placement in a Fire Camp.

In addition, the Contract includes special custodial costs at a daily rate of \$77. The special custodial costs encompasses the in-custody transportation and supervision for an inmate who has been removed from an out-of-county fire line and must be temporary

The Honorable Board of Supervisors
April 2, 2019
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housed at a State prison, a State-contracted medical facility, or an emergency medical facility. Such removal from a fire crew may be due to disciplinary or medical reasons.

The Contract may be terminated by either party with 60 calendar days advance written notice. Both parties acknowledge that they are self-insured to meet their indemnification obligations under the Contract.

CDCR will provide all Services under the Contract in accordance with all federal, state, and local laws, rules, regulations, policies, procedures, and correctional standards, including but not limited to, Title 15 and all CDCR policies, procedures, rules, and regulations. The County shall have the right to audit, inspect, review, and examine the CDCR's Fire Camp facilities and its operations and programs, including all documents related thereto.

The Contract has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Services have relieved strain on the County's jail system caused by the population of long-term sentenced N3s introduced by AB109. There will be no negative impact on current County services as a result of this Contract.

CONCLUSION

Upon Board approval, please return two copies of the adopted Board letter and three original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF


TIMOTHY K. MURAKAMI
UNDERSHERIFF

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

C5608521

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTOR NAME

County of Los Angeles

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$1,500,000.00 One Million Five Hundred Thousand Dollars and Zero Cents.

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

EXHIBITS	TITLE	PAGES
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Attachment C	List of Fire Camps	1
Attachment D	Fire Camp Offender Criteria - Criminal History	1
Attachment E	Fire Camp Offender Criteria - Medical/Mental Health/Dental	1
Attachment F	County Fire Camp Offender Screening and Processing Form	3
Attachment G	County Fire Camp Offender Information Form	1
Attachment H	State Allowable Property for Offenders	8
Attachment I	Los Angeles County Sheriff's Department Custody Division Manual	7
Attachment J	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)	19

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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

CONTRACTOR

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

County of Los Angeles

CONTRACTOR BUSINESS ADDRESS

500 West Temple Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

JANICE HAHN

TITLE

Chair of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

8/9/19

Janice Hahn



78928

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD.213 (Rev. 10/2018)

AGREEMENT NUMBER C5608521	PURCHASING AUTHORITY NUMBER (if applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS 9838 Old Placerville Road	CITY Sacramento	STATE CA	ZIP 95827
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING BEDETH VICTORIOSO	TITLE Chief/Contracts Management Branch
---	--

CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>[Signature]</i>	DATE SIGNED 4/26/19
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL <i>[Signature]</i>	EXEMPTION, IF APPLICABLE
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78928

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.



CELIA ZAVALA
 Executive Officer
 Clerk of the Board of Supervisors

By *[Signature]*
 Deputy APR 02 2019

ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

39 APR 02 2019

[Signature]
 CELIA ZAVALA
 EXECUTIVE OFFICER

EXHIBIT A



CONTRACT

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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ATTACHMENTS

- A STATEMENT OF WORK
- B PRICE SCHEDULE
- C LIST OF FIRE CAMPS
- D FIRE CAMP OFFENDER CRITERIA - CRIMINAL HISTORY
- E FIRE CAMP OFFENDER CRITERIA – MEDICAL/MENTAL HEALTH/DENTAL
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**CONTRACT
FOR
FIRE SUPPRESSION CAMP SERVICES**

This Contract for Fire Suppression Camp Services (Contract) is made and entered into 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 C5607285, which expires on June 30, 2019, (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 will house a County Offender inmate population under the supervision of the State; and

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

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

WHEREAS, this Contract 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 agree to the following:

1. APPLICABLE DOCUMENTS

1.1 Contract

This base document along with Attachment 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 "Contract." This Contract shall constitute the complete and exclusive

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statement of understanding between the County and State and supersedes any and all prior or contemporaneous agreement, written, or oral, and all communications between the parties relating to the subject matter of this Contract. This Contract 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 Attachments, according to the following priority.

- 1.2.1 Attachment A - Statement of Work
- 1.2.2 Attachment B - Price Schedule
- 1.2.3 Attachment C - List of Fire Camps
- 1.2.4 Attachment D - Fire Camp Offender Criteria - Criminal History
- 1.2.5 Attachment E - Fire Camp Offender Criteria – Medical/Mental Health/Dental
- 1.2.6 Attachment F - County Fire Camp Offender Screening and Processing Form
- 1.2.7 Attachment G - County Fire Offender Information
- 1.2.8 Attachment H - State Allowable Property for Offenders
- 1.2.9 Attachment I - County Allowable Property for Offenders
- 1.2.10 Attachment J – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

In addition, the parties shall make every effort to interpret this Contract 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 Contract refer to this Contract, 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 Contract 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 Contract are for reference and convenience only and are not a part of the Contract and shall not be used in construing the Contract. References in this Contract 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 Contract, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. 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 Subparagraph 8.1, Amendments, of this Contract.
- 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 "CHS" means the County of Los Angeles, Department of Health Services, Correctional Health Services, which provides health care services for all inmates housed within the Department's jail system.
- 2.5 "Contract" means this agreement executed between the County and State. Included are all supplemental agreements amending or extending the services to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.6 "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.
- 2.7 "County" means the County of Los Angeles.
- 2.8 "County Project Director" has the meaning set forth in Subparagraph 6.1, County Project Director, of this Contract.

- 2.9 "County Project Manager" has the meaning set forth in Subparagraph 6.2, County Project Manager, of this Contract.
- 2.10 "Department" means the Los Angeles County Sheriff's Department.
- 2.11 "Department Fire Camp Operations" means the County designee for providing operational oversight of the Department's Fire Camp operations:
- Los Angeles County Sheriff's Department
Inmate Services Bureau
Inmate Fire Training Program
29310 The Old Road
Castaic, California 91384
(661) 295-8815
- 2.12 "DGS" means the California Department of General Services.
- 2.13 "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.
- 2.14 "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.
- 2.15 "Fire District" means the Consolidated Fire Protection District of Los Angeles County.
- 2.16 "Fire District-CDCR Agreement" means State Agreement Number C5607285 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 agreement.
- 2.17 "Fiscal Year" means the twelve (12) month period beginning July 1 and ending the following June 30.
- 2.18 "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 Contract, 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, Contract Sum and Rates, of this Contract. 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 "Maximum Contract Sum" means the maximum amount payable by the County to the State for providing the required work during the term of this Contract, 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, Contract Sum and Rates, of this Contract. 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.
- 2.20 "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.
- 2.21 "Offender" means any adult male or female person incarcerated in County jail and assigned to Fire Camps for housing and supervision under this Contract.
- 2.22 "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.
- 2.23 "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.
- 2.24 "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.
- 2.25 "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.

- 2.26 "Sheriff" means the Sheriff of the County of Los Angeles.
- 2.27 "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 out-of-County at a State prison, a State-contracted medical facility, or an emergency medical facility, which shall be reimbursed at an all-inclusive daily rate pursuant to Paragraph 5.4, Special Custodial Costs Rate, of this Contract.
- 2.28 "State" has the meaning set forth in the preamble.
- 2.29 "State Project Director" has the meaning set forth in Subparagraph 7.1, State Project Director, of this Contract.
- 2.30 "State Project Manager" has the meaning set forth in Subparagraph 7.2, State Project Manager, of this Contract.
- 2.31 "Title 15" means Title 15 of the California Code of Regulations.

3. WORK

- 3.1 Pursuant to the provisions of this Contract, the State shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth in herein.
- 3.2 If the State provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, 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. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence July 1, 2019 and shall terminate June 30, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The term of this Contract 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 Board and the State, in accordance with Subparagraph 8.1.1 of this Contract. It is the intent of the parties to coordinate the term and any extension of this Contract 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 Contract to discuss the possible renewal or extension of this Contract. The parties agree to consult with the Fire District and make every attempt to coordinate any renewal or extension of this Contract 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 Contract in accordance with Subparagraph 4.2 above, this Contract 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 Contract, the State and the County shall fully cooperate in the transition and relocation of Offenders to a new correctional facility.

5. 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 **\$500,000**.

5.1.2 The Maximum Contract Sum for the term of this Contract shall not exceed **\$1,500,000**.

5.2 Offender Per-Diem Rate

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

5.2.2 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.

5.2.3 The Offender Per-Diem Rate set forth on Attachment B, Price Schedule, of this Contract shall be firm and fixed for the term of

this Contract, but subject to any reduction provided by State to County as indicated on Attachment B, Price Schedule, of this Contract.

5.3 Offender Per-Diem Rate – Female Offender in Training

- 5.3.1 The State shall be paid for all training of female Offenders prior to their placement in a Fire Camp as set forth on Attachment B, Price Schedule, of this Contract. The Offender Per-Diem Rate – Female Offender in Training shall be an all-inclusive daily rate for all fire suppression training services for each 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 Contract and otherwise by law.
- 5.3.2 The Offender Per-Diem Rate – Female Offender in Training shall be payable for a female Offender commencing on the first day that the female Offender is housed with the State for training in fire suppression activities in accordance with Section C(2) of Attachment A, Statement of Work, of this Contract. However, such Offender Per-Diem Rate – Female Offender Training shall not be payable for a female Offender on their last day of training, which shall be the female Offender's transfer to, and placement in, the Fire Camp.
- 5.3.3 The Offender Per-Diem Rate – Female Offender in Training set forth on Attachment B, Price Schedule, of this Contract shall be firm and fixed for the term of this Contract, but subject to any reduction provided by State to County as indicated on Attachment B, Price Schedule, of this Contract.

5.4 Special Custodial Costs Rate

- 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 out-of-County at a State prison, a State-contracted medical facility, or an emergency medical facility. The State shall be reimbursed a flat daily rate, inclusive of transportation and custodial staff salary/benefits, not to exceed the Special Custodial Costs Rate set forth on Attachment B, Price Schedule, of this Contract.
- 5.4.2 The Special Custodial Costs payable under this Subparagraph 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.

- 5.4.3 The Special Custodial Costs set forth on Attachment B, Price Schedule, of this Contract shall be firm and fixed for the term of this Contract, but subject to any reduction provided by State to County as indicated on Attachment B, Price Schedule, of this Contract.

5.5 Payments for Non-Routine Medical Care

- 5.5.1 With the exception of medical care and transportation costs associated with a worker's 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.
- 5.5.2 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.

5.6 Written Approval of Reimbursement

- 5.6.1 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.

5.7 Notification of 75% of Total Maximum Contract Sum

- 5.7.1 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 Contract. Upon occurrence of this event, the State shall send written notification to

the County Project Director and County Project Manager at the addresses set forth in Paragraph 6, Administration of Contract-County, of this Contract.

5.8 No Payment for Services Provided Following Expiration-Termination of Contract

5.8.1 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 Contract. 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 Contract 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 Contract.

5.9 Invoices and Payments

5.9.1 All work performed under this Contract shall be payable in arrears on a monthly basis in accordance with the terms and conditions of this Contract, including this Paragraph 5, Contract Sum and Rates.

5.9.2 The State shall prepare and submit invoices to the County for work provided under this Contract. The State's invoices shall be billed at the Offender Per-Diem Rate and the Offender Per-Diem Rate – Female Offender in Training set forth on Attachment B, Price Schedule, of this Contract 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 appropriate Offender Per-Diem Rates in accordance with Attachment B, Price Schedule, of this Contract.

5.9.3 Monthly invoices shall also include a separate section for reimbursement claims for Special Custodial Costs, if any. The claim shall reflect the daily Special Custodial Costs Rate set forth on Attachment B, Price Schedule, of this Contract 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.

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

5.9.5 All invoices under this Contract shall be submitted to the following addresses:

ORIGINAL TO:

Los Angeles County Sheriff's Department
Inmate Services Bureau
Inmate Fire Training Program
Attn: Max Godinez, Lieutenant
29310 The Old Road
Castaic, California 91384

COPY TO:

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

5.9.6 County Approval of Invoices

All invoices submitted by the State for payment must have the written approval of the County Project Manager or designee 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

5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.10.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.10.2 The State shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.10.3 Any provision of law, grant, or funding agreement/contract requiring a specific form or method of payment other than EFT or direct

deposit shall supersede this requirement with respect to those payments.

5.10.4 At any time during the duration of the Contract, the State may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Project Director

6.1.1 The County Project Director shall be the following person:

Division Chief Joseph E. Dempsey
Custody Services Division - Specialized Programs
450 South Bauchet Street, Room E839
Los Angeles, California 90012
Phone: (213) 893-5888
Fax: (323) 415-4728
Email: JEDempse@lasd.org

6.1.2 The County Project Director or designee shall coordinate with the State and ensure the State's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.1.3 Upon request of the State, the County Project Director or designee shall provide direction to the State, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the State's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

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. No formal Amendment pursuant to Subparagraph 8.1, Amendments, of this Contract is required for this change.

6.2 County Project Manager

6.2.1 The County Project Manager shall be the following person:

Hugo Macias, Captain
Inmate Services Bureau
4700 W. Ramona Blvd, Room 330
Monterey Park, California 91754
Phone: (323) 526-5310
Fax: (323) 415-5997
Email: HMacias@lasd.org

- 6.2.2 The County Project Manager or designee 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 or designee shall oversee the day-to-day administration of this Contract; however, in no event shall the State's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.
- 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. No formal Amendment pursuant to Subparagraph 8.1, Amendments, of this Contract is required for this change.

7. ADMINISTRATION OF CONTRACT - STATE

7.1 State Project Director

- 7.1.1 The State Project Director shall be the following person:

Warden Hunter Anglea
Sierra Conservation Center
5100 O'Byrnes Ferry Road
Jamestown, California 95327
Phone: (209) 984-5422
Fax: (209) 984-3607
Email: hunter.anglea@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 Contract.
- 7.1.3 During the term of this Contract, the State Project Director shall be available to meet and confer with the County Project Director or designee 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. No formal Amendment pursuant to Subparagraph 8.1, Amendments, of this Contract is required for this change.

7.2 State Project Manager

7.2.1 The State Project Manager shall be the following person:

Associate Warden Landon Bird
Camp Division
Sierra Conservation Center
5100 O'Byrnes Ferry Rd
Jamestown, CA 95327
Phone: (209) 984-5219 x5458
Fax: (209) 984-4201
Email: landon.bird@cdcr.ca.gov

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

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

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

7.2.5 The State shall notify the County in writing of any change in the name or address of the State Project Manager listed above. No formal Amendment pursuant to Subparagraph 8.1, Amendments, of this Contract is required for this change.

7.3 Background and Security Investigations

7.3.1 Each of State's staff performing services under this Contract, unless currently employed by the State in a sworn peace officer status, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. 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 fee 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.

- 7.3.2 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 Contract. 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 County's request, at the conclusion of the investigation.
- 7.3.3 Disqualification of any member of the State's staff pursuant to this Subparagraph 7.3, Background and Security Investigations, of this Contract shall not relieve the State of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.3.4 The State shall be responsible for conducting background investigations, as provided in this Subparagraph 7.3, Background and Security Investigations, of this Contract, 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. The results of the investigation shall be made available to the County, at County's request, at the conclusion of the investigation.

7.4 Confidentiality

- 7.4.1 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. STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which materially affects the scope of work, term, Price Schedule, Maximum Annual Contract Sum, Maximum Contract Sum, payments, or any other term or condition included under this Contract, an Amendment to this Contract 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 Contract, an Amendment to this Contract shall be executed by the State and the Sheriff.

8.1.3 Notwithstanding Subparagraph 8.1.1 above, for (1) any change to the day-to-day operational requirements set forth in this Contract, which do not increase the Offender Per-Diem Rate, Offender Per-Diem Rate – Female Offender in Training, Special Custodial Costs Rate, Maximum Annual Contract Sum, Maximum Contract Sum, term of the Contract, or County’s liability under the Contract, and (2) any decrease in the Offender Per-Diem Rate, Offender Per-Diem Rate – Female Offender in Training, 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/Mergers or Acquisitions

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 Contract, 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 Subparagraph, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or designee on any claim under this Contract 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 Contract, which may result in the termination of this Contract. 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract.

8.4 Budget Reductions

8.4.1 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 Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the services to be provided by the State under this Contract 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 Contract.

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

8.5 Complaints

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

8.5.2 Offender Complaint Procedures

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

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

- 8.5.2.3 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.
- 8.5.2.4 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.
- 8.5.2.5 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.
- 8.5.2.6 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.
- 8.5.2.7 Copies of all written responses shall be sent to the County Project Manager within thirty (30) Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.

8.7 County's Quality Assurance Plan

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

8.8 Facsimile Representations

8.8.1 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 Subparagraph 8.1, Amendments, of this Contract and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, 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.

8.9 Force Majeure

8.9.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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 Subparagraph as "force majeure events").

8.9.2 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.

8.9.3 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.

8.10 Governing Law, Jurisdiction, and Venue

8.10.1 This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.11 Independent Contractor Status

8.11.1 This Contract 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.

8.11.2 The State shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.

8.11.3 The State understands and agrees that all persons performing work pursuant to this Contract 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 Contract.

8.11.4 The State shall adhere to the provisions stated in Subparagraph 7.4, Confidentiality, of this Contract.

8.12 Indemnification per Government Code Section 895.4

8.12.1 The State shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or connected with the State's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.12.2 The County shall indemnify, defend and hold harmless the State, its elected and appointed officers, employees, agents and volunteers

("State Indemnitees") 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 and/or connected with the County's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the State Indemnitees.

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

8.13 Nondiscrimination and Affirmative Action

8.13.1 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.

8.13.2 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.

8.13.3 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.

8.13.4 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 Contract or under any project, program, or activity supported by this Contract.

8.13.5 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 Subparagraph 8.13 when so requested by the County.

8.13.6 If the County finds that any provisions of this Subparagraph 8.13 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 Contract.

8.14 Notice of Disputes

8.14.1 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 Contract. The parties shall continue with their respective responsibilities under this Contract 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.

8.15 Notices

8.15.1 All notices or demands required or permitted to be given or made under this Contract 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 parties as identified in Paragraph 6, Administration of Contract – County, and Paragraph 7, Administration of Contract – State, of this Contract. 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 Contract.

8.16 Public Records Act

8.16.1 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 Subparagraph 8.17, Record Retention and Inspection-Audit Settlement, of this Contract 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.

8.16.2 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 State 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.

8.17 Record Retention and Inspection-Audit Settlement

8.17.1 The State shall maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 Contract. 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 Contract 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.

8.17.2 In the event that an audit of the State is conducted specifically regarding this Contract 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 Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.17.3 Failure on the part of the State to comply with any of the provisions of this Subparagraph 8.17, Record Retention and Inspection-Audit Settlement, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.17.4 If, at any time during the term of this Contract or within three (3) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the State regarding the work performed under this Contract, 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 Subparagraph 8.14, Notice of Disputes, of this Contract. 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.18 Subcontracting

8.18.1 Except as provided for in the Fire District-CDCR Agreement, the requirements of this Contract 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 Contract.

8.18.2 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.

8.18.3 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.

- 8.18.4 The State shall remain fully responsible for all performances required of it under this Contract, including those that the State has determined to subcontract, notwithstanding the County's approval of the State's proposed subcontract.
- 8.18.5 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 Contract. The State is responsible to notify its subcontractor of this County right.
- 8.18.6 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.
- 8.18.7 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.
- 8.18.8 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.

8.19 Termination for Convenience

- 8.19.1 This Contract 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 Contract 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.
- 8.19.2 After receipt of a notice of termination and except as otherwise directed by the County, the State shall:
- Stop work under this Contract 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.

8.19.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the State under this Contract shall be maintained by the State in accordance with Subparagraph 8.17, Record Retention and Inspection-Audit Settlement, of this Contract.

8.20 Termination for Default

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

- The State has materially breached this Contract; or
- The State fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- The State fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract or of any obligations of this Contract 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.

8.20.2 If, after the County has given notice of termination under the provisions of this Subparagraph 8.20, Termination for Default, it is determined by the County that the State was not in default under the provisions of this Subparagraph 8.20, 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 Subparagraph 8.19, Termination for Convenience, of this Contract.

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

8.20.4 The rights and remedies of the parties provided in this Subparagraph 8.20, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.21 Validity

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

8.22 Waiver

8.22.1 No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.22 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.23 Health Insurance Portability and Accountability Act of 1966 (HIPAA)

8.23.1 The County 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 Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (CFR) Parts 160 and 164 (collectively, the HIPAA Rules). Under this Contract, the State provides services to the County and the State creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Attachment J, Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1966 (HIPAA), of this Contract, in order to provide those services. The County and the State therefore agree to the terms of Attachment J, Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), of this Contract.

STATEMENT OF WORK

Unless otherwise defined herein, all capitalized words and terms used in this Statement of Work (SOW) shall have the meaning set forth in Paragraph 2, Definitions, of the Contract, unless otherwise apparent from the context in which they are used.

A. GENERAL SCOPE OF SERVICES

1. The State shall 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 Attachment C, List of Fire Camps, of the Contract. 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 Contract may be expanded by way of written Amendment pursuant to Subparagraph 8.1, Amendments, of the Contract to add additional fire camps located outside of the County which are operated and maintained by the California Department of Forestry and Fire Protection (Cal Fire).
2. The parties shall make reasonable efforts to maintain Offender populations in the Fire Camps in the amounts set forth on Attachment C, List of Fire Camps, of this Contract.
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 shall be the sole responsibility of the State and shall 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 shall ensure the secure custody, care, and safekeeping of all Offenders. The State shall 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 shall provide all services under this Contract 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 shall provide to the County all State policies, procedures, rules, and regulations within reasonable notification upon request by County. The State shall 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 shall, 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. The State shall 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 the Contract. The State shall not house offenders or inmates from any other law enforcement agency or public or private entity in the Fire Camps, 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 Attachment C, List of Fire Camps, of the Contract, 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 Contract as follows:
 - Attachment D, Fire Camp Offender Criteria – Criminal History
 - Attachment E, Fire Camp Offender Criteria – Medical/Mental Health/Dental
 - Attachment 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 Attachment D, Fire Camp Offender Criteria – Criminal History, of the Contract 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 Attachment E, Fire Camp Offender Criteria – Medical/Mental Health/Dental, of the Contract 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 Attachment F, County Fire Camp Offender Screening and Processing Form, of the Contract, 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 shall be provided by the Fire District pursuant to the separate Memorandum of Understanding 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 shall provide training in fire suppression activities for female Offenders. The fire suppression training for female Offenders shall 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 shall be responsible for the transportation and delivery of male Offenders to all Offenders' assigned Fire Camps. Female Offenders however shall be transported directly by the County to the California Institution for Women (CIW). The State shall be responsible for the transportation and delivery of female Offenders from CIW 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. 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 shall remove the Offender from the Fire Camp or fire training facility immediately. Following removal, the State shall notify the County and coordinate the Offenders return to the County. Except as provided in Section Z(5) of this SOW, each night an Offender is not in a Fire Camp or fire training facility bed but temporarily housed out-of-County in a State prison, a State-

contracted medical facility, or an emergency medical facility, the County shall be charged at the Special Custodial Costs Rate set forth on Attachment B, Price Schedule, of the Contract. In the event the Offender requires housing outside of a State facility due to disciplinary action, all associated costs shall be passed to the County.

4. The County and the State shall 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 shall 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 shall be forwarded to Trust Accounting in Sacramento. The check shall be processed and then forwarded to the County.
7. When an Offender is identified for return to the County, the State shall 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 shall 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 shall 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 the Contract, 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 shall 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 shall 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, shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall provide recreational opportunities for Offenders on a daily basis.

7. The State shall 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 shall 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 shall 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 twenty-four (24) hour period.
5. The State shall 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 shall confine and supervise Offenders in accordance with State policies and procedures. The State shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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-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 Attachment H, State Allowable Property for Offenders, of the Contract. Exclusions may be granted based on Fire Camp security requirements.

2. The State shall follow State policies and procedures on the disposition of Offender property. The State shall 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 shall 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 Attachment I, County Allowable Property for Offenders, of the Contract. The State shall 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 shall 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 in accordance with Subparagraph 8.5, Complaints, of the Contract. The State shall 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 California 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 shall provide security and supervision for Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere.

5. The State staff recruitment shall 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 shall develop and implement a training program for all State custody staff hired for the Fire Camp. The training program shall 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 shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required under this Contract.
2. The State Project Director shall 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 shall ensure that accounting and financial records management practices meet generally accepted standards.
4. In accordance with Subparagraph 8.17, Record Retention and Inspection-Audit Settlement, of the Contract, the County may conduct periodic audits of any and all records relating to this Contract. 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 shall 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. SIGNIFICANT INCIDENTS

1. ESCAPES

- 1.1 In the event of an escape by an Offender from Fire Camp custody, the State shall 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.
- 1.2 The State shall 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.
- 1.3 If the escaped Offender is located within the first twenty-four (24) hours, then the Department Fire Camp Operations shall be notified and shall 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.
- 1.4 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.
- 1.5 In the event of an Offender escape, the State shall be responsible for all first reports, which shall be filed with the local District Attorney's office.

2. MEDIA CONTACT

- 2.1 In the event of a significant incident requiring media notification (including escapes, serious injury, death, riot, etc.), due diligence shall be exercised to determine if an involved inmate is a County

Offender prior to the release of information to the media. The responsibility for the release of information (including press release, bulletins, websites, news outlets, etc.) shall rest with the party that has the current care and custody of the Offender.

- 2.2 All State media notifications made by the State shall be shared with the Department Sheriff's Information Bureau (SIB) and the Department Fire Camp Operations. Circumstances and time permitting, the State will notify the Department SIB and the Department Fire Camp Operations prior to media notification. The Department SIB and the Department Fire Camp Operations shall be reached at:

Los Angeles County Sheriff's Department
Sheriff's Information Bureau
221 West Temple Street, 1st Floor
Los Angeles, California 90012
(213) 229-1700

Los Angeles County Sheriff's Department
Inmate Services Bureau
Inmate Fire Camp Training Program
29310 The Old Road
Castaic, California 91384
(661) 295-8815

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, but no later than the timeframes set forth throughout this SOW.
2. All Offenders are subject to State policies, rules, and regulations regarding conduct and behavior. The State shall be responsible for adjudicating any disciplinary matters while Offenders are in State custody.

Y. OFFENDER RECORDS AND PROGRESS REPORTS

1. The State shall 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, shall 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 shall 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 shall 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 shall 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 shall 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. In-County emergency, life-threatening Non-Routine Medical Care shall be provided by emergency medical providers within the vicinity of the Fire Camp and within Los Angeles County. The emergency transport to the emergency medical provider may be provided by ambulance. The State shall 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 shall 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 shall provide notice to the 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 shall notify the Department Fire Camp Operations to coordinate the pick-up and transport of the Offender by the County.
7. For out-of-County emergency, life-threatening Non-Routine Medical Care where the County is unable to take custody of an Offender temporarily housed at a State prison, a State-contracted medical facility, or an emergency medical facility, the State shall be reimbursed for Special Custodial Costs at the Special Custodial Costs Rate set forth on Attachment B, Price Schedule, of the Contract, as further discussed in Paragraph 5.4 (Special Custodial Costs Rate) of the Contract. This rate shall be an all-inclusive daily rate for transportation and supervision of the Offender until such time the Offender is transported back to the Fire Camp or the County assumes supervision of the Offender.
8. 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.
9. The State shall have written policies and procedures to support the management and prevention of infectious diseases.

PRICE SCHEDULE

1. Offender Per-Diem Rate - \$10.00*

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, programs, Routine Medical Care, and other services and accommodations as required by this Contract and otherwise by law. The Offender Per-Diem Rate does not include the costs of Non-Routine Medical Care or Special Custodial Costs.

2. Offender Per-Diem Rate - Female Offender in Training - \$81.00*

The Offender Per-Diem Rate - Female Offender 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, programs, Routine Medical Care, and other services and accommodations as required by this Contract and otherwise by law. The Offender Per-Diem Rate - Female Offender in Training does not include the costs of Non-Routine Medical Care or Special Custodial Costs.

3. Special Custodial Costs Rate - \$77.00*

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, a State-contracted medical facility, or an emergency medical facility.

*If, at any time during the term of the Contract, 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, Offender Per-Diem Rate - Female Offender in Training 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 Contract shall be amended in accordance with Subparagraph 8.1.3 of the Contract to decrease the Offender Per-Diem Rate, Offender Per-Diem Rate - Female Offender in Training, and/or the Special Custodial Costs Rate set forth herein to reflect the lower rates.

LIST OF FIRE CAMPS

<u>CAMP</u>	<u>POPULATION</u>
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 *

*The above information represents the total available bed space for each fire camp location.

**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.)

**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
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SECTION 2: REQUIRED DOCUMENTS (ATTACH TO THIS FORM)

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

SECTION 3: CRIMINAL HISTORY SCREENING

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

DEFINITIVE EXCLUSIONARY CRITERIA		
<input type="checkbox"/>	CURRENT OR PRIOR PC 667.5(c) CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS	CDCR USE
<input type="checkbox"/>	CURRENT OR PRIOR PC 1192.7(c) AND/OR 1192.8 CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS	
<input type="checkbox"/>	CURRENT OR PRIOR ARREST OR CONVICTION FOR OFFENSES REQUIRING PC 290 REGISTRATION OR COMPARABLE OUT-OF-STATE ARRESTS	
<input type="checkbox"/>	LESS THAN ONE YEAR TO SERVE (WILL REVIEW ON A CASE BY CASE BASIS)	
<input type="checkbox"/>	MORE THAN FIVE YEARS TO SERVE (PROJECTED AT TWO-FOR-ONE CREDIT EARNING)	
<input type="checkbox"/>	HISTORY OF ESCAPE	
<input type="checkbox"/>	ANY "WALK-AWAY" WITHIN THE PAST TEN YEARS	
<input type="checkbox"/>	ACTIVE FELONY HOLDS, WARRANTS, OR DETAINERS FOR FELONY OFFENSES	
<input type="checkbox"/>	ANY HOLD WHERE IT IS UNCLEAR WHETHER THE CHARGE IS A FELONY OR A MISDEMEANOR	
<input type="checkbox"/>	ACTIVE OR POTENTIAL USICE HOLD WITH PRIOR DEPORTATION	
<input type="checkbox"/>	ACTIVE USICE HOLD WITH NO PRIOR DEPORTATION AND NO IMMEDIATE FAMILY AND/OR NO ESTABLISHED WORK HISTORY OF 12 MONTHS OR MORE	
<input type="checkbox"/>	ANY IN-CUSTODY MISCONDUCT IN THE LAST 12 MONTHS OF INCARCERATION RESULTING IN A FINDING OF GUILT THAT COULD CONSTITUTE A FELONY WHETHER OR NOT PROSECUTION IS UNDERTAKEN	
<input type="checkbox"/>	CURRENT OR PRIOR COMMITMENT FOR ARSON OF STRUCTURE, FOREST, OR PROPERTY, OR ARSON WITH INJURIES	
<input type="checkbox"/>	CONVICTION, ARREST, OR DETENTION FOR POSSESSION OF EXPLOSIVE DEVICE	
CASE-BY-CASE EXCLUSIONARY CRITERIA		
<input type="checkbox"/>	ARREST IN CALIFORNIA EQUIVALENT TO PC 290 OFFENSE(S)	CDCR USE
<input type="checkbox"/>	POTENTIAL FELONY HOLDS FOR SERIOUS OR VIOLENT OFFENSES, INCLUDING OPEN DISPOSITIONS (CLEAR AND THEN REFER)	
<input type="checkbox"/>	CLEARED FOR FIRE CAMP (PROCEED TO SECTION 4)	<input type="checkbox"/> INELIGIBLE FOR FIRE CAMP
CRIMINAL HISTORY SCREENING COMPLETED BY (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER

COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

LOCATION	TELEPHONE NUMBER	DATE
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SECTION 4: MEDICAL/MENTAL HEALTH/DENTAL SCREENING

MEDICAL SCREENING		
<i>CHS MEDICAL/MENTAL HEALTH/DENTAL SCREENING</i>		
<input type="checkbox"/> CLEARED FOR FIRE CAMP (SUBMIT TO CUSTODY FOR CDCR) <input type="checkbox"/> 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 CHS 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.

COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

- 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.

STATE SCREENING AND PROCESSING

SECTION 5: ADDITIONAL OFFENDER INFORMATION

OFFENDER CI&I NUMBER	PRIOR CDCR NUMBER(S)
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SECTION 6: REVIEW OF COUNTY DOCUMENTS AND COUNTY SCREENING

<input type="checkbox"/>	ALL REQUIRED DOCUMENTS RECEIVED (SECTION 2)
<input type="checkbox"/>	COUNTY CRIMINAL HISTORY SCREENING COMPLETED (SECTION 3); OFFENDER CLEARED FOR FIRE CAMP BY COUNTY
<input type="checkbox"/>	COUNTY MEDICAL/MENTAL HEALTH/DENTAL SCREENING COMPLETED (SECTION 4); OFFENDER CLEARED FOR FIRE CAMP BY COUNTY

SECTION 7: CDCR CRIMINAL HISTORY SCREENING

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

<input type="checkbox"/>	ACTIVE OR INACTIVE GANG MEMBER OR ASSOCIATE	
<input type="checkbox"/>	SHU/PHU TERM IN THE LAST 12 MONTHS	
<input type="checkbox"/>	DESIGNATED HIGH NOTORIETY OR PUBLIC INTEREST CASE	
<input type="checkbox"/>	BPH FINDING FOR ARSON RELATED OFFENSE(S)	
COMMENTS		
<input type="checkbox"/> CLEARED FOR FIRE CAMP <input type="checkbox"/> INELIGIBLE FOR FIRE CAMP		
CDCR SCREENING COMPLETED BY (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
INSTITUTION/CAMP ADMINISTRATIVE OFFICE	TELEPHONE NUMBER	DATE

SECTION 8: CDCR FIRE CAMP PLACEMENT APPROVAL

FIRE CAMP PLACEMENT APPROVED?	COMMENTS:	
<input type="checkbox"/> YES <input type="checkbox"/> NO		
CAMP ADMINISTRATOR (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
INSTITUTION/CAMP ADMINISTRATIVE OFFICE	TELEPHONE NUMBER	DATE

COUNTY FIRE CAMP OFFENDER INFORMATION FORM

SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

COUNTY	OFFENDER NAME (LAST, FIRST, MIDDLE)	DOB
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SECTION 2: EMERGENCY CONTACT (IN EVENT OF ILLNESS OR DEATH)

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

SECTION 3: FAMILY

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

COMPLETED BY (PRINT)

SIGNATURE

DATE

STATE 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).	<u>1</u>
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.).	12
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 (Turmeric) 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

<p>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).</p> <p>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).</p> <p>Allowable Mineral Supplements: Boron, Calcium, Chloride, Chromium, Cobalt, Copper, Iodine, Iron, Magnesium, Manganese, Molybdenum, Nickel, Phosphorus, Potassium, Selenium, Sodium, Sulfur, Vanadium, Zinc.</p>	YES
<p>ADDRESS BOOK (Soft plastic/Paperback cover only, 3" x 5" maximum).</p>	1
<p>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).</p>	10
<p>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).</p>	4
<p>BATTERY RECHARGER (Does not count as an electrical appliance).</p>	1
<p>BATTERIES</p>	8
<p>BOOKS, MAGAZINES, AND NEWSPAPERS (Paperback or hardback with cover removed only. Limits do not apply to legal materials).</p>	10
<p>BOWL (Plastic, Future construction material to be approved by DAI. Maximum of 8" in diameter. Plastic lid optional).</p>	2
<p>CALENDAR (12" x 24 1/2" maximum dimensions. No metal).</p>	1
<p>CAN OPENER (P-38 or equivalent).</p>	1
<p>CARD STOCK/DRAWING PAPER (White only. 12" x 12" max. size).</p>	10 sheets
<p>CLOCK (Non-electric, no alarm).</p>	1
<p>COMBINATION LOCK (Common key required by institution, Canteen item only. Not approved for inmate packages).</p>	1
<p>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).</p>	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).	<u>1</u>
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).	<u>1</u>
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

<p>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).</p>	<p>1</p>
<p>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).</p>	<p>1</p>
<p>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).</p>	<p>1</p>
<p>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).</p>	<p>1</p>
<p>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).</p>	<p>1</p>

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT CUSTODY DIVISION MANUAL

5-06/010.05 ALLOWABLE INMATE PROPERTY - MALE INMATES

The items listed below are acceptable for possession by male inmates. The quantity is not specified; however, all personal property and county property (excluding bedding) must fit inside one inmate property bag, in accordance with Custody Division Manual (CDM) section 5-06/050.00, “Individual Inmate Storage of Personal Property.”

PERSONAL PROPERTY
Beverage/Food items
Books (personal, religious, and library)
Clear zip lock baggy
Comb (non-metal, non-rat-tail)
Contact lenses with plastic case
Cough drops
Dental Floss (“Cybersonic Floss” or equivalent, pre-strung plastic arch)
Denture cleaner
Denture grip
Dentures
Deodorant (non-aerosol)
Document file folder 15”x10”
Envelopes (clasp type)
Envelopes (legal or regular)
Eraser
Eyeglasses
Facial Tissues
Greetings cards (5” x 7” max)
Hair conditioner
Hair gel
Hearing aid (extra batteries kept by medical staff only)
Legal folder
Legal material including correspondence
Lotion
Magazine
Mail (personal letters, post cards, telegrams)
Medical alert bracelet
Medication
Mentholatum
Mouthwash (alcohol free)
Note book paper
Pencils (wooden without metal eraser tip)
Petroleum jelly

Phone cards
Photos (3" x 5" min – 4" x 6" max)
Playing cards
Razor (disposable only, quantity 1)*
Religious articles
Reusable Razor (purchased through commissary, quantity 1)*
Shampoo
Shaving brush
Shaving cream
Shorts (may be purchased from commissary, maximum 2 pairs are allowed per inmate)
Soap dish
Department-approved pocket AM/FM radio (quantity one) and headphones **
Stamps (U.S. postage)
Styrofoam cup
Sunglasses (medically prescribed or as needed while performing work assignments)
Tooth brush
Tooth paste
Vending cards (only those assigned to inmate, up to three)
Wave caps
Wedding band (plain, no stones)
Wipes (disinfectant)
Writing tablet

*Inmates who purchase reusable razors through commissary shall have the protective cover on the razor at all times. Any razors that are found without the protective cover shall be considered contraband and disposed of in accordance with CDM section 5-07/020.00, "Contraband Disposal."

**Inmate will be allowed to possess one Department-approved pocket AM/FM radio, one set of headphones, and two AA batteries. Any excess property, including radio accessories, shall be considered contraband and disposed of pursuant to CDM section 5-07/020.00, "Contraband Disposal." In addition, inmates will only be permitted to use their Department-approved radio while they are in their housing module.

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

LINEN AND CLOTHING ITEMS	QUANTITY
Blanket	1
L.A. County issued jail uniform	1 set
L.A. County issued jail shoes or "V4force" (athletic shoes)	1 pair
Sheet or mattress cover*	1
Shower shoes	1 pair

Socks	2 pair
Towel	1
Underpants	3
Undershirt	3
Wash cloth	1

*In accordance with CDM section 5-11/060.00, "Bedding, Linen, and Clothing Exchange," inmates assigned to one-man cells (administrative segregation, discipline, etc.), in areas other than mental health housing, shall have the standard mattress cover and bed sheets removed. To maintain compliance with California Code of Regulations (CCR) Title 15, the top bed sheet and mattress cover shall be replaced with a second blanket.

EXCEPTIONS:

Individual custody facilities shall establish unit orders outlining any allowable additional clothing and/or property specific to the needs of the facility, special inmate work assignments, weather conditions, or for safety reasons (e.g. additional blankets, boots, jacket, thermal underwear, etc.).

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 shall be allowed to possess extra items of county-issued clothing and/or blankets that have been prescribed as a reasonable accommodation for their disability (refer to CDM section 5-12/005.10, "Handling of Inmates with Mobility and/or Sensory Impairments").

Transgender inmates who have had breast augmentation shall be allowed five (5) bras.

Property restrictions for inmates in mental health housing shall be determined by a mental health professional after a clinical assessment has been conducted (refer to CDM section 5-01/050/15, "Property Restrictions for Mentally Ill Inmates").

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 Revised 07/06/17
 Revised 12/19/16
 Revised 12/14/15 (DOJ 52)
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 Revised 05/27/15
 Revised 04/08/14
 Revised 04/18/13

Revised 12/20/09
 Revised 07/24/09
 12/10/01 CDM

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT CUSTODY DIVISION MANUAL

5-06/010.10 ALLOWABLE INMATE PROPERTY - FEMALE INMATES

The items listed below are acceptable for possession by female inmates. The quantity is not specified; however, all personal property and county property (excluding bedding) must fit inside one inmate property bag, in accordance with Custody Division Manual (CDM) section 5-06/050.00, “Individual Inmate Storage of Personal Property.”

PERSONAL PROPERTY
Baby oil
Baby powder
Beverage Items/Food items
Books (personal, religious, and library)
Clear zip lock baggy
Cold cream
Comb (non-metal, non-rat-tail)
Contact lenses with plastic case
Cough drops
Dental Floss (“Cybersonic Floss” or equivalent, pre-strung plastic arch)
Denture cleaner
Denture grip
Dentures
Deodorant (non-aerosol)
Disposable douche
Document file folder (15”x10”)
Emery boards
Envelopes (clasp type)
Envelopes (legal or regular)
Eraser
Eye shadow
Eyebrow pencil
Eyeglasses
Face Cleanser
Facial Tissues
Greeting cards (5” x 7” max)
Hair brush
Hair conditioner
Hair gel
Hair net
Hair pick
Hair rollers
Hand lotion

Hearing aid (extra batteries kept by medical staff only)
Legal folder
Legal material including correspondence
Lipstick
Liquid makeup
Lotion
Magazines
Mail (personal letters, post cards, telegrams)
Mascara
Medical alert bracelet
Medication
Mentholatum
Mouthwash (alcohol free)
Notebook paper
Pencils (wooden without metal eraser tip)
Petroleum Jelly
Photos (3" x 5" Min – 4" x 6" Max)
Playing cards
Pony O's
Q-tips
Razor (disposable only, quantity 1)*
Religious articles
Reusable Razor (purchased through commissary, quantity 1)*
Rosary
Shampoo
Shower cap
Soap dish
Department-approved pocket AM/FM radio (quantity one) and headphones**
Stamps (U.S. postage)
Styrofoam cup
Sunglasses (medically prescribed or as needed while performing work assignments)
Tampons
Tooth brush
Tooth paste
Vending cards (only those assigned to inmate, up to three)
Wave caps
Wedding band (plain, no stones)
Wipes (disinfectant)
Writing tablet

*Inmates who purchase reusable razors through commissary shall have the protective cover on the razor at all times. Any razors that are found without the protective cover shall be considered contraband and disposed of in accordance with CDM section 5-07/020.00, "Contraband Disposal."

**Inmate will be allowed to possess one Department-approved pocket AM/FM radio, one set of headphones, and two AA batteries. Any excess property, including radio accessories, shall be considered contraband and disposed of pursuant to CDM section 5-07/020.00, "Contraband Disposal." In addition, inmates will only be permitted to use their Department-approved radio while they are in their housing module.

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

LINEN AND CLOTHING ITEMS	QUANTITY
Blanket	1
Bras	5
Jacket	1
L.A. County issued jail shoe or "V4orce" (athletic shoes)	1 pair
L.A. County issued jail uniform	1 set
Nightgown	1
Panties	5
Sheet or mattress cover*	1
Shower shoes	1 pair
Socks	2 pair
Towel	1
Undershirt	2
Wash cloth	1

*In accordance with CDM section 5-11/060.00, "Bedding, Linen, and Clothing Exchange," inmates assigned to single person cells (administrative segregation, discipline, etc.), in areas other than mental health housing, shall have the standard mattress cover and bed sheets removed. To maintain compliance with California Code of Regulations (CCR) Title 15, the top bed sheet and mattress cover shall be replaced with a second blanket.

EXCEPTIONS:

Individual facilities shall establish unit orders outlining any allowable additional clothing and/or property specific to the needs of the facility, special inmate work assignments, weather conditions, or for safety reasons (e.g. additional blankets, boots, jacket, thermal underwear, etc.).

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 shall be allowed to possess extra items of county-issued clothing and/or blankets that have been prescribed as a reasonable accommodation for their disability (refer to CDM section 5-12/005.10, "Handling of Inmates with Mobility and/or Sensory Impairments").

Property restrictions for inmates in mental health housing shall be determined by a mental health professional after a clinical assessment has been conducted (refer to CDM section 5-01/050/15, "Property Restrictions for Mentally Ill Inmates").

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Revised 07/07/15 (DOJ 52, 54)
Revised 05/27/15
Revised 04/18/13
Revised 07/24/09
12/10/01 CDM

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health

Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "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 workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "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. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, 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 if the information being exchanged did not exist in electronic form immediately before the transmission.

- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, 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).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, 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 created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.
- 3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**
- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.
- 4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**
- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, 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 Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and 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**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as

whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official

making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request

from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary 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.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 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.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 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

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, 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.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, 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 any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) 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);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) 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.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure 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.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement,

Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 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.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, 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 the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 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 or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.