



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: May 21, 2025

TIME: 9:15 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th Supervisorial District

CEO MEETING FACILITATOR: Michael Xie for Dardy Chen

REVISED

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment. The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S): [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. BOARD LETTER:

Approval of Contract with the California Department of Corrections and Rehabilitation for Fire Suppression Camp Services
Speaker(s): Aloett Martin, Alan Liu and James Dodson (Sheriff)

3. BOARD MOTION ITEM(S):

- SD-4** • Health and Safety for All: Preservation of the Prison Rape Elimination Act Standards

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Ordinance To Amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code Relating to the Los Angeles County Sheriff Civilian Oversight Commission
County Counsel Draft Speaker(s): Janssen Larz Diaz and Matthew Dill
Executive Office - BOS and COC Draft Speaker(s): Edward Yen and Sharmaine Mosely

B. BOARD LETTER:

Approve Expenditure Plan for Revenue Generated by the Consolidated Fire Protection District – Emergency Response and Infrastructure Special Parcel Tax
Speaker(s): Julia Kim and Adrian Li (Fire)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Paragraph (1) of Subdivision (d) of Government Code Section 54956.9)

Los Angeles County Sheriff Robert G. Luna vs. Los Angeles County Sheriff Civilian Oversight Commission

Los Angeles County Superior Court Case No. 25STCV08055

Department: Sheriff

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Paragraph (2) of Subdivision (d) of Government Code Section 54956.9)

Significant exposure to litigation (one case).

7. UPCOMING ITEM(S) FOR MAY 28, 2025:

A. BOARD LETTER:

Request for Delegated Authority to the Chief Executive Officer to Negotiate and Execute a Loan Agreement with the Los Angeles Regional Interoperable Communications System Authority
Speaker(s): Stephany Zarrella (CEO) and Truc Moore (County Counsel)

B. BOARD LETTER:

Request for Approval of the County of Los Angeles and Superior Court of California, County of Los Angeles Revenue Enhancement Services Contracts
Speaker(s): Eliza D. Aceves (CEO), Kendra King and Kristine Swensson (Superior Court)

C. BOARD LETTER:

Approve the Sole Source Purchase of Helipad 69 Bravo's Existing Automation System from Sabe Aviation, Inc.
Speaker(s): Julia Kim (Fire)

D. BOARD LETTER:

Ordinance Amending Title 12 of the Los Angeles County Code Unified Program Annual Fees for Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, California Accidental Release Prevention Program, and Aboveground Petroleum Storage Tank Permits for Fiscal Years 2025-26
Speaker(s): Al Yanagisawa, Mario Tresieras, and Jeff Holwager (Fire)

E. BOARD LETTER:

Ordinance Amending Title 32 of the Los Angeles County Code for Local Agency Fire Hazard Severity Zones
Speaker(s): Ron Durbin (Fire)

F. BOARD LETTER:

Hearing on 2024-2025 County of Los Angeles Hazardous Vegetation and Defensible Space Abatement Enforcement Charges
Speaker(s): Ron Durbin and Trevor Moore (Fire)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/21/2025		
BOARD MEETING DATE	6/10/2025		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Los Angeles County Sheriff's Department		
SUBJECT	Contract with the California Department of Corrections and Rehabilitation		
PROGRAM	Fire Suppression Camp Services		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	Current contract expires on June 30, 2025.		
COST & FUNDING	Total cost: \$1,500,000 (\$500,000 per year)	Funding source: The Department will use a portion of its annual AB 109 revenue to fully offset the maximum obligation due to CDCR. Budget appropriations for this Contract will be included within the Department's fiscal year 2025-26 Final Adopted Budget and will be included within future fiscal year budgets as necessary.	
	TERMS (if applicable): The term of the Contract shall commence on 7/1/2025, through 6/30/2028 (three years).		
	Explanation:		
PURPOSE OF REQUEST	Approval 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 jails; and allows the N3 inmate to receive two days credit for every one day served in that assignment pursuant to California Penal Code section 4019.2.		
BACKGROUND (include internal/external issues that may exist including any related motions)	AB 109 was passed into legislation on 10/1/2011, creating the N3 category of State prisoners to be housed in a County jail instead of a State prison. On 10/1/2012, the Los Angeles County Chief Executive Office recommended exploring the assignment of N3 inmates to the County fire suppression camps, and on 9/17/2013, the Board approved a Contract with CDCR to provide fire suppression program services at the camps for eligible N3 inmates. Under the Contract, CDCR provides supervision, housing, sustenance, training, and routine medical care in exchange for per-diem rates of \$10 per prisoner, \$81 for any female-in-training, and special custodial cost rate of \$77. The rates will remain the same throughout the term and have not increased since 2015. The N3s assigned participate in firefighting training, suppression crew		

	assignments, in-camp work assignments, and other miscellaneous work unless medically or administratively precluded. The program reduces the jail population and the sentences for eligible N3 inmates.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Contract Manager Cynthia T. Lopez, (213) 229-3267 – ctlopez@lasd.org • Lieutenant Vanessa C. Chow, (661) 257-5470 – vcchow@lasd.org

DRAFT

June 10, 2025

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

Dear Supervisors:

**APPROVAL OF CONTRACT WITH THE 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 for 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 them to the five Los Angeles County Fire Suppression Camps (Fire Camps). Services also include supervision, sustenance, security, housing, inmate programs, and routine medical care for the N3 inmate participants. The Contract will be funded through the California Public Safety Realignment Act of 2011 (Assembly Bill 109) allocation received by the Department. The current Contract expires on June 30, 2025.

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 will commence July 1, 2025, through June 30, 2028, unless sooner terminated or extended, in whole or in part.

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 mutually agreed extension of the Contract pursuant to Paragraph 4.2 of the Contract; (3) any change to the day-to-day operational requirements described in the Contract which 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 County's liability under the Contract; (4) 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; and (5) addition of any fire camps located outside of the County which are operated and maintained by the California Department of Forestry and Fire Protection.

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 jails.

Background

Jail Population Management

Assembly Bill 109 (AB109) was passed into legislation on October 1, 2011. The AB109 transferred responsibility from CDCR to the Counties for the custody, parole supervision, treatment/support, and revocation 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 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, N3 inmates are comingled within the general population, which affects inmate

culture and dynamics. The additional N3 inmate population has placed and continues 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 represented a highly viable housing option for N3 inmates with the longest sentences.

On September 17, 2013, the Board approved the initial agreement with CDCR to allow County inmates to participate in the Services offered by CDCR. The CDCR took custody of County inmates classified as N3 inmates and assigned them to the five Fire Camps within the County. The CDCR provided supervision, housing, sustenance, inmate programs, and routine medical care in exchange for a per-diem rate.

On April 2, 2019, a second agreement was approved by the Board to continue the initial agreement with CDCR and has since expired as of June 30, 2022.

On May 17, 2022, the Board approved the current agreement with CDCR to continue County inmate participation in the Services offered by CDCR, which began on July 1, 2022.

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). The 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 continues to gradually decline due to both attrition (inmates released, paroled, or recommitted to CDCR institutions) and to the fact that many inmates previously sentenced to State prison, who were eligible for assignment to the fire camps, are instead presently serving their sentences in County jails.

The 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 in the five Fire Camps located throughout

the Los Angeles County. This will benefit the County by:

- Creating additional housing capacity specifically for N3 inmates with long-term sentences;
- Freeing up beds for the remaining jail population;
- Providing additional housing relief in local jails, resulting from inmates serving in a Fire Camp program receiving two days of 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 N3 inmates and reducing the County's reliance on CDCR to provide State inmate fire crews.

Additionally, pursuant to California Penal Code Section 4019.2, any inmate who is assigned to a county or state correctional institution as an inmate firefighter and who is eligible to earn one day of credit for every one day of incarceration pursuant to California Penal Code Section 4019.2 shall instead earn two days of credit for every one day served in that assignment.

Implementation of Strategic Plan Goals

The recommended action supports the principles of the County Strategic Plan's North Star 1: Make Investments that Transform Lives; Focus Area Goal D. Support Vulnerable Populations; Strategy V. Diversion: Provide misdemeanor and felony diversion programs and opportunities for justice-involved youth and adults in alignment with the sequential intercept model, and the child welfare continuum of care; and North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal B. Care First, Jails Last; Strategy III.c., Integrated, Equitable, and Culturally-Responsive Services: Jail Depopulation: Divert justice-involved individuals away from jails, in an effort to lessen the LA County jail footprint.

Specifically, the training in fire suppression activities provided by the Fire Department results in eligible N3 inmates certified as "fire-ready," thereby potentially increasing employability opportunities upon completion of their sentence, and in reducing time served. Furthermore, the County will lessen its jail footprint by creating alternative custody beds to house the 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 will be included within the Department's fiscal year 2025-26 Final Adopted Budget, and will be included within future fiscal year budgets as necessary. The rates did not increase and have remained the same since 2015.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon execution by both parties, the term of the Contract will commence on July 1, 2025. The CDCR will provide supervision, housing, sustenance, inmate programs, and routine medical care in exchange for an offender per-diem rate of \$10.

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 encompass the in-custody transportation and supervision for an inmate who has been removed from an out-of-county fire line and must be temporarily 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.

The 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 will 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 Honorable Board of Supervisors
June 10, 2025
Page 6

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 N3 inmates introduced by AB109. This Contract will not have an adverse impact on current County services.

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,

ROBERT G. LUNA
SHERIFF

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5612840

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, 2025

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$1,498,016.00

One Million Four Hundred Ninety Eight Thousand Sixteen Dollars and Zero Cents - Reimbursement to CDCR

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

Exhibits	Title	Pages
Exhibit A	Fire Suppression Camp Services & Attachments A-J	65
Exhibit B	Budget Details and Payment Provisions	1
Exhibit B-1	Rate Sheet	1
+ - Exhibit C *	General Terms and Conditions (GTC 02/2025)	*
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	12
+ - Exhibit E	Business Associates Agreement (HIPAA)	9
+ - Exhibit F	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3

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

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

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

CONTRACTOR

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

County of Los Angeles

CONTRACTOR BUSINESS ADDRESS

500 West Temple Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

KATHRYN BARGER

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5612840

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

MICHAEL WHITE

TITLE

Section Chief, Service Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

FOR

FIRE SUPPRESSION CAMP SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	4
1.0 APPLICABLE DOCUMENTS	4
1.1 Contract	4
1.2 Interpretation	5
1.3 Construction	5
2.0 DEFINITIONS	5
2.1 Standard Definitions	5
3.0 WORK	8
4.0 TERM OF CONTRACT	8
5.0 CONTRACT SUM AND RATES	8
5.1 Maximum Annual Contract Sum and Maximum Contract Sum	8
5.2 Offender Per-Diem Rate	9
5.3 Offender Per-Diem Rate – Female Offender in Training	9
5.4 Special Custodial Costs Rate	9
5.5 Payments for Non-Routine Medical Care	10
5.6 Written Approval for Reimbursement	10
5.7 Notification of 75% of Total Maximum Contract Sum	10
5.8 No Payment for Services Provided Following Expiration-Termination of Contract	10
5.9 Invoices and Payments	10
5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	11
6.0 ADMINISTRATION OF CONTRACT - COUNTY	12
6.1 County Administration	12
6.2 County Project Director	12
6.3 County Project Manager	12
7.0 ADMINISTRATION OF CONTRACT - STATE	13
7.1 State Administration	13
7.2 State Project Director	13
7.3 State Project Manager	13
7.4 Background and Security Investigations	13
7.5 Confidentiality	14
8.0 STANDARD TERMS AND CONDITIONS	14
8.1 Amendments	14
8.2 Assignment and Delegation/Mergers or Acquisitions	15
8.3 Authorization Warranty	15
8.4 Budget Reductions	16
8.5 Complaints	16
8.6 Compliance with Applicable Laws	16
8.7 County's Quality Assurance Plan	16
8.8 Counterparts and Electronic Signatures and Representations	16
8.9 Force Majeure	17
8.10 Governing Law, Jurisdiction, and Venue	17
8.11 Independent Contractor Status	17

8.12	Indemnification per Government Code Section 895.4 (Supersedes provision number 5, Indemnification, of Exhibit C)	18
8.13	Nondiscrimination and Affirmative Action	18
8.14	Notice of Disputes	19
8.15	Notices	19
8.16	Public Records Act	19
8.17	Record Retention and Inspection-Audit Settlement	20
8.18	Subcontracting	20
8.19	Termination for Convenience	21
8.20	Termination for Default	22
8.21	Validity	22
8.22	Waiver	22
8.23	Compliance with the County Policy of Equity	22
8.24	Injury and Illness Prevention Program	23
8.25	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	23
9.0	UNIQUE TERMS AND CONDITIONS	23
9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	23
10.	SURVIVAL	23
	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	
F	County Fire Camp Offender Screening and Processing Form	
G	County Fire Camp Offender Information Form	
H	State Allowable Property for Offenders	
I	County Allowable Property for Offenders	
J	Business Associate Agreement Under the Health Insurance Portability and Accountability Act Of 1996 (HIPAA)	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
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 that has entered into State Agreement Number C5612204 which expires on June 30, 2025, (Fire District-CDCR Agreement) with the Consolidated Fire Protection District of Los Angeles County (Fire District) for the Fire District to operate five 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:

1.0 APPLICABLE DOCUMENTS

1.1 Contract

This base document along with Attachments 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 will constitute the complete and exclusive 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. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) of this Contract and signed by both parties. 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

This base document along with Attachments A through J are attached to and form a part of this Contract. 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, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Attachments according to the following priority.

Attachments

Attachment A	Statement of Work
Attachment B	Price Schedule
Attachment C	List of Fire Camps
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
Attachment G	County Fire Camp Offender Information Form
Attachment H	State Allowable Property for Offenders
Attachment I	County Allowable Property for Offenders
Attachment J	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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 will 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 must 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, will mean and must be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Amendment: Has the meaning listed in Paragraph 8.1 (Amendments) of this Contract.

2.1.2 Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

2.1.3 Business Day: Means Monday through Friday, excluding County observed holidays.

2.1.4 CHS: 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.

- 2.1.5 Contract:** This agreement executed between the County and the State. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.6 Correctional Officer:** Means any individual employed by the State pursuant to California Penal Code section 830.5 and who was hired and has received training pursuant to California Penal Code section 832 and/or 6035, as applicable.
- 2.1.7 County:** The County of Los Angeles.
- 2.1.8 County Project Director:** Has the meaning listed in Paragraph 6.2 (County Project Director) of this Contract. Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. All references here forward to the County Project Director will mean, "County Project Director or Designee," unless otherwise specified.
- 2.1.9 County Project Manager:** Has the meaning listed in Paragraph 6.3 (County Project Manager) of this Contract. Person designated by County Project Director to manage the operations under this Contract. All references here forward to the County Project Manager will mean, "County Project Manager or Designee," unless otherwise specified.
- 2.1.10 County Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.11 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.13 Department:** The Los Angeles County Sheriff's Department, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.14 Department Fire Camp Operations:** 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
- 2.1.15 DGS:** The California Department of General Services.
- 2.1.16 Fire Camp:** The 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.
- 2.1.17 Fire Camp State Administrative Office:** 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.
- 2.1.18 Fire District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.1.19 Fire District-CDCR Agreement:** The State Agreement Number C5612204 between the State and the Fire District for the operation of five inmate fire

suppression camps located within Los Angeles County, and all amendments or new versions of that agreement.

- 2.1.20 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.21 Maximum Annual Contract Sum:** 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 listed in Paragraph 5.0 (Contract Sum and Rates) of this Contract. 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.
- 2.1.22 Maximum Contract Sum:** 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 listed in Paragraph 5.0 (Contract Sum and Rates) of this Contract. 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.
- 2.1.23 Non-Routine Medical Care:** The 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 must be the responsibility of the State.
- 2.1.24 Offender:** Any adult male or female person incarcerated in County jail and assigned to Fire Camps for housing and supervision under this Contract.
- 2.1.25 Offender Camp File or OCF:** The file containing documents concerning an Offender, including documents submitted by the County, that is maintained by the Fire Camp State Administrative Office.
- 2.1.26 Pre-Release Processing:** The 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.
- 2.1.27 Routine Medical Care:** The 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 will not require administration by a nurse.
- 2.1.28 Serious Disciplinary:** 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.

2.1.29 Sheriff: The Sheriff of the County of Los Angeles. All references here forward to Sheriff will mean, "Sheriff or Designee," unless otherwise specified.

2.1.30 Special Custodial Costs: The expenses incurred by the State in the provision of transportation of Offenders, including salaries/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, State-contracted medical facility, or an emergency medical facility, which must be reimbursed at an all- inclusive daily rate pursuant to Paragraph 5.4 (Special Custodial Costs Rate) of this Contract.

2.1.31 State: Has the meaning listed in the preamble.

2.1.32 State Project Director: Has the meaning listed in Paragraph 7.2 (State Project Director) of this Contract.

2.1.33 State Project Manager: Has the meaning listed in Paragraph 7.3 (State Project Manager) of this Contract.

2.1.34 Statement of Work or SOW: A written description of the work to be performed by the State to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the Contract services.

2.1.35 Title 15: Title 15 of the California Code of Regulations.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the State must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as listed 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 will be deemed to be a gratuitous effort on the part of the State, and the State will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will commence July 1, 2025, and will terminate on June 30, 2028, 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, must be in the form of a written Amendment, executed by the County Board of Supervisors and State, pursuant to Paragraph 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 must meet and confer at least 180 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 pursuant to Paragraph 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 will fully cooperate in the transition and relocation of Offenders to a new correctional facility.

5.0 CONTRACT SUM AND RATES

5.1 Maximum Annual Contract Sum and Maximum Contract Sum

5.1.1 The Maximum Annual Contract Sum must not exceed \$500,000. The Maximum Annual Contract Sum under this Contract will be the total annual

monetary amount payable by the County to the State for supplying all the tasks, deliverables, goods, services, and other work specified under this Contract. The State will provide services at the rates identified in Attachment B (Price Schedule) to this Contract.

- 5.1.2 The Maximum Contract Sum for the term of this Contract must not exceed \$1,500,000. The Maximum Contract Sum under this Contract will be the total monetary amount payable by the County to the State for supplying all the tasks, deliverables, goods, services, and other work specified under this Contract. The State will provide services at the rates identified in Attachment B (Price Schedule) to this Contract.

5.2 Offender Per-Diem Rate

- 5.2.1 The State will be paid for all work performed based upon the all- inclusive Offender Per-Diem Rate listed in Attachment B (Price Schedule) to this Contract. The Offender Per-Diem Rate must 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 will 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 will not be payable for an Offender on the Offender's last day in the Fire Camp, which will 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 listed in Attachment B (Price Schedule) to this Contract will be firm and fixed for the term of this Contract, but subject to any reduction provided by the State to the County as indicated in Attachment B (Price Schedule) to this Contract.

5.3 Offender Per-Diem Rate – Female Offender in Training

- 5.3.1 The State will be paid for all training of female Offenders prior to their placement in a Fire Camp as listed in Attachment B (Price Schedule) to this Contract. The Offender Per-Diem Rate – Female Offender in Training will 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 will 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 pursuant to Section C(2) of Attachment A (Statement of Work) to this Contract. However, such Offender Per-Diem Rate – Female Offender Training will not be payable for a female Offender on their last day of training, which will 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 listed in Attachment B (Price Schedule) to this Contract will be firm and fixed for the term of this Contract, but subject to any reduction provided by State to County as indicated in Attachment B (Price Schedule) to this Contract.

5.4 Special Custodial Costs Rate

- 5.4.1 The County will 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 will be reimbursed a flat daily rate, inclusive of transportation and custodial staff salary/benefits, not to exceed the Special Custodial Costs Rate listed in Attachment B (Price Schedule) to this Contract.

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

5.4.3 The Special Custodial Costs listed in Attachment B (Price Schedule) to this Contract must be firm and fixed for the term of this Contract, but subject to any reduction provided by the State to the County as indicated in Attachment B (Price Schedule) to 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 will be the responsibility of the County.

5.5.2 The County will 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 will be paid directly by the County to the emergency medical providers. The State must assist, as necessary, in the facilitation of billing and payments between the County and the emergency medical providers.

5.6 Written Approval for Reimbursement

The State will 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, must not occur except with the County's express prior written approval.

5.7 Notification of 75% of Total Maximum Contract Sum

The State must maintain a system of record keeping that will allow the State to determine when it has incurred 75% of the total Maximum Contract Sum under this Contract. Upon occurrence of this event, the State must send written notification to the County Project Director and County Project Manager at the addresses listed in Paragraph 6.0 (Administration of Contract-County) of this Contract.

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

The State will 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 must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from the State.

5.9 Invoices and Payments

5.9.1 All work performed under this Contract will be payable in arrears on a monthly basis pursuant to the terms and conditions of this Contract, including this Paragraph 5.0 (Contract Sum and Rates) of this Contract.

- 5.9.2 The State must prepare and submit invoices to the County for work provided under this Contract. The State's invoices must be billed at the Offender Per-Diem Rate and the Offender Per-Diem Rate – Female Offender in Training listed in Attachment B (Price Schedule) to this Contract and must list the total amount claimed for the prior month's service. All invoices will include a roster of Offenders, which lists the Offender's name, booking number, the number of days for which payment is sought, and the appropriate Offender Per-Diem Rates pursuant to Attachment B (Price Schedule) to this Contract.
- 5.9.3 The State must submit the monthly invoices to the County by the 15th Day of the month following the month of service.
- 5.9.4 Monthly invoices must also include a separate section for reimbursement claims for Special Custodial Costs, if any. The claim must reflect the daily Special Custodial Costs Rate listed in Attachment B (Price Schedule) to this Contract and the number of custodial staff and hours for service. The State must attach documentation sufficient to justify reimbursement of such costs. The documentation required must be mutually agreed upon by the County and the State.

- 5.9.5 All invoices under this Contract must be submitted to the following address:

ORIGINAL TO:

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

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 prior to any payment thereof. In no event will 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 Contract with the County will 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 must 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 requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.10.4 At any time during the duration of this 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration is referenced and designated in the Paragraphs below. The County will notify the State in writing of any changes as they occur.

6.2 County Project Director

The role of the County Project Director may include:

6.2.1 Providing direction to the State upon their request, and as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will the State's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2.2 The County Project Director will be the following person:

Acting Division Chief Tania Plunkett
Custody Services Division - Specialized Programs
450 South Bauchet Street, Room E-829
Los Angeles, California 90012
Phone: (213) 893-5888
Fax: (323) 415-3786
Email: TEPlunke@lasd.org

6.2.3 The County will notify the State in writing of any change in the name or address of the County Project Director listed above. A formal Amendment pursuant to Paragraph 8.1 (Amendments) of this Contract is not required for this change.

6.3 County Project Manager

6.3.1 The County Project Manager will be the following person:

Alan Y. Liu, Acting Captain
Inmate Services Bureau
4700 W. Ramona Blvd, Room 330
Monterey Park, California 91754
Phone: (323) 526-5333
Fax: (323) 415-3231
Email: ayliu@lasd.org

6.3.2 The County Project Manager will 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.

6.3.3 The County Project Manager will oversee the day-to-day administration of this Contract; however, in no event will the State's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

6.3.4 The County will notify the State in writing of any change in the name or address of the County Project Manager listed above. A formal Amendment pursuant to Paragraph 8.1 (Amendments) of this Contract is not required for this change.

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

7.0 ADMINISTRATION OF CONTRACT - STATE

7.1 State Administration

A listing of all of the State Administration is referenced and designated in the Paragraphs below. The State must notify the County in writing of any changes as they occur.

7.2 State Project Director

7.2.1 The State Project Director will be the following person:

Joshua Prudhel
Sierra Conservation Center
5100 O'Byrnes Ferry Road
Jamestown, California 95327
Phone: (831) 678-3951
Fax: (209) 984-3607
Email: joshua.prudhel@cdcr.ca.gov

7.2.2 The State Project Director will be responsible for the State's performance of all work and ensuring the State's compliance with this Contract.

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

7.2.4 The State will notify the County in writing of any change in the name or address of the State Project Director listed above. A formal Amendment pursuant to Paragraph 8.1 (Amendments) of this Contract is not required for this change.

7.3 State Project Manager

7.3.1 The State Project Manager is designated in Paragraph 7.3.2. The State must notify the County in writing of any changes as changes occur.

7.3.2 The State Project Manager will be the following person:

Associate Warden Angel Munoz
Camp Division
Sierra Conservation Center
5100 O'Byrnes Ferry Rd
Jamestown, California 95327
Phone: (209) 984-5219 x5458
Fax: (209) 984-4201
Email: angel.munoz@cdcr.ca.gov

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

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

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

7.3.6 The State must notify the County in writing of any change in the name or address of the State Project Manager listed above. A formal Amendment pursuant to Paragraph 8.1 (Amendments) of this Contract is not required for this change.

7.4 Background and Security Investigations

7.4.1 Each of the State's staff performing services under this Contract, unless currently employed by the State in a sworn peace officer status, who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the

satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include the State, local, and federal- level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the State, regardless of whether the member of the State's staff passes or fails the background investigation.

- 7.4.2 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the State's staff who does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.3 If a member of the State's staff does not pass the background investigation, the proposed staff member may not be hired by the 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 must be made available to the County, at the County's request, at the conclusion of the investigation.
- 7.4.4 Disqualification of any member of the State's staff pursuant to this Paragraph 7.4 (Background and Security Investigations) of this Contract will not relieve the State of its obligation to complete all work pursuant to the terms and conditions of this Contract.
- 7.4.5 The State will be responsible for conducting background investigations, as provided in this Paragraph 7.4 (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 must be made available to the County, at County's request, at the conclusion of the investigation.

7.5 Confidentiality

The State must maintain the confidentiality of all records and information pursuant to all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality and privacy rights, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

The County must also maintain the confidentiality of all records and information pursuant to all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality and privacy rights, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which materially affects the scope of work, term, price schedule, Maximum Annual Contract Sum, Maximum Contract Sum, payments, or any other term or condition included under this Contract, an Amendment to this Contract must be executed by the State and the Board.
- 8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change

such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the State and by the Sheriff.

- 8.1.3 Notwithstanding Paragraph 8.1.1 above, for (1) any immaterial change, defined as an administrative or clerical modification, to the Contract, (2) any mutually agreed to extension of the Contract pursuant to Paragraph 4.2 of this Contract, (3) any change to the day-to-day operational requirements listed 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 (4) 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, and (5) addition of any fire camps located outside of the County which are operated and maintained by the California Department of Forestry and Fire Protection, an Amendment to this Contract must 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 must 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 will be null and void. For purposes of this Paragraph, County consent will 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 will 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, will be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, the County will 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.
- 8.3.3 Following approval by the Board, the County must 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 Board 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 will also be reduced correspondingly. The County's notice to the State regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as listed in the preceding sentence, the State must continue to provide all of the services listed 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 will have the right to terminate this Contract with 90 Days advance written notice to the County.

8.5 Complaints

- 8.5.1 The State must maintain operating procedures for receiving, investigating, and responding to Offender complaints.

8.5.2 Offender Complaint Procedures

- 8.5.2.1 If, at any time, the State wishes to change the State's policy, the State must submit proposed changes to the County for approval before implementation.
- 8.5.2.2 The State will preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within 30 Business Days of receiving the complaint.
- 8.5.2.3 Copies of all written responses must be sent to the County Project Manager within 30 Business Days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, State must 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 monitor the State's performance under this Contract on not less than an annual basis. Such monitoring 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.
- 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 Counterparts and Electronic Signatures and Representations

- 8.8.1 This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

- 8.8.2 The County and the State hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.9 Force Majeure

- 8.9.1 Neither party will be liable for such party's failure to perform its obligations under and pursuant to 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 subcontractors), 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 Paragraph as "force majeure events").
- 8.9.2 Notwithstanding the foregoing, a default by a subcontractor of the State will 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 will 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 Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors 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

This Contract will be governed by, and construed pursuant to 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 will be exclusively in the County.

8.11 Independent Contractor Status

- 8.11.1 This Contract is by and between the County and the State and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.11.2 The State will 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 will 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 will 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 must adhere to the provisions stated in Paragraph 7.5 (Confidentiality) of this Contract.

8.12 Indemnification per Government Code Section 895.4 (Supersedes provision number 5, Indemnification, of Exhibit C)

- 8.12.1 The State must indemnify, defend and hold harmless the County, its trustees, officers, agents, and employees, from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only **in proportion** to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its trustees, officers, agents or employees.
- 8.12.2 The County must indemnify, defend and hold harmless the State, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury arising out of the performance of this Agreement, but only **in proportion** to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents or employees.
- 8.12.3 The County and the 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 will 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 certifies to the County each of the following:
- 8.13.2.1 That the State has a written policy statement prohibiting discrimination in all phases of employment.
- 8.13.2.2 That the State periodically conducts a self-analysis or utilization analysis of its work force.
- 8.13.2.3 That the State has a system for determining if its employment practices are discriminatory against protected groups.
- 8.13.2.4 Where problem areas are identified in employment practices, the State has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.13.3 The State must 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 must 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.
- 8.13.4 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.

- 8.13.5 The State certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.
- 8.13.6 The State will allow County representatives access to the State's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.13 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.13.7 If the County finds that any provisions of this Paragraph 8.13 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 will constitute a finding by the County that the State has violated the anti-discrimination provisions of this Contract.

8.14 Notice of Disputes

The State must 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 must 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) will resolve it.

8.15 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 6.0 (Administration of Contract – County) and Paragraph 7.0 (Administration of Contract – State) of this Contract. Addresses may be changed by either party giving 10 Days prior written notice thereof to the other party. The County Project Director will 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; all information obtained in connection with the County's right to audit and inspect the State's documents, books, and accounting records pursuant to Paragraph 8.17 (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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract pursuant to generally accepted accounting principles. The State must 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, will 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, will be kept and maintained by the State and will be made available to the County during the term of this Contract and for a period of three years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the State at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the State will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 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 must file a copy of such audit report with the County's Auditor Controller within 30 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 will 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 Paragraph will 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 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 must 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 will be resolved as provided in Paragraph 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 will be paid to the State by the County by cash payment, provided that in no event will 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 must provide the following information promptly at the County's request:
 - 8.18.2.1 A description of the work to be performed by the subcontractor;
 - 8.18.2.2 A draft copy of the proposed subcontract; and
 - 8.18.2.3 Other pertinent information and/or certifications requested by the County.
- 8.18.3 The State must 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 will 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 will 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 must forward a fully executed subcontract to the County for their files.
- 8.18.7 The State will 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 must 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 must 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 will 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 will be no less than 60 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 must:
 - 8.19.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.19.2.2 Complete performance of such part of the work as would 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 must be maintained by the Contractor pursuant to Paragraph 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:

8.20.1.1 The State has materially breached this Contract; or

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

8.20.1.3 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 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 Paragraph 8.20 (Termination for Default) it is determined by the County that the State was not in default under the provisions of this Paragraph 8.20 (Termination for Default) or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 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" will mean that the County fails to meet the terms, conditions, and/or responsibilities of the Contract. In this instance, the Contract termination will be effective as of the date indicated on the State's notification to the County.

8.20.4 The rights and remedies of the County provided in this Paragraph 8.20 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.21 Validity

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 will not be affected thereby.

8.22 Waiver

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

8.23 Compliance with the County Policy of Equity

The State acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as listed in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The State further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which

may violate the CPOE. The State, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the State, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the State to termination of contractual agreements as well as civil liability.

8.24 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.25 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 Unique Terms and Conditions

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0 Applicable Documents

Paragraph 2.0 Definitions

Paragraph 3.0	Work
Paragraph 7.5	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.9	Force Majeure
Paragraph 8.10	Governing Law, Jurisdiction, and Venue
Paragraph 8.12	Indemnification per Government Code Section 895.4
Paragraph 8.15	Notices
Paragraph 8.17	Record Retention and Inspection – Audit Settlement
Paragraph 8.19	Termination for Convenience
Paragraph 8.20	Termination for Default
Paragraph 8.21	Validity
Paragraph 8.22	Waiver
Paragraph 8.23	Compliance with the County Policy of Equality
Paragraph 8.24	Injury and Illness Prevention Program
Paragraph 8.25	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 10.0	Survival

STATEMENT OF WORK

Attachment A

Unless otherwise defined herein, all capitalized words and terms used in this Statement of Work (SOW) will have the meaning set forth in Paragraph 2.0 (Definitions) to the Contract, unless otherwise apparent from the context in which they are used.

A. GENERAL SCOPE OF SERVICES

1. The State will be responsible for providing housing, sustenance, supervision, education, inmate programs, and other services and accommodations for Offenders provided by County at the Fire Camps listed on Attachment C (List of Fire Camps) to 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.
2. The parties will make reasonable efforts to maintain Offender populations in the Fire Camps in the amounts set forth on Attachment C (List of Fire Camps) to this Contract.
3. The State will provide and maintain adequate staffing to provide all required services to Offenders when such Offenders are under the custody and control of the State.
4. Once the County transfers custody of an Offender to the State, such Offender will be the sole responsibility of the State and will be under the custody and control of the State, including but not limited to when such Offenders are working on fire crews with the Fire District.
5. The State must ensure the secure custody, care, and safekeeping of all Offenders. The State will be solely responsible for developing and implementing State policies, procedures, rules, and regulations related to the secure custody, care, and safekeeping of Offenders in Fire Camps.
6. The State must provide all services under the 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 will 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 will 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 must provide to the County all State policies, procedures, rules, and regulations within reasonable notification upon request by County. The State must 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 must, 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 must 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 must 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. 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) to the Contract, either with or without County Offenders, to meet the operational needs of the parties.
9. The County will 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.

10. Pursuant to Paragraph 8.1.3 (Amendments) to the Contract, the County can 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).

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 the 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 will conduct a thorough criminal history screening consistent with Attachment D (Fire Camp Offender Criteria – Criminal History) to 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 will 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) to 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 will provide the Fire Camp State Administrative Office with a completed Attachment F (County Fire Camp Offender Screening and Processing Form) to 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 will be subject to an initial intake review by the State to confirm that Fire Camp placement is appropriate. All Offenders will 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 will provide training in fire suppression activities for male Offenders prior to placement in a Fire Camp. The fire suppression training for male Offenders will be provided by the Fire District pursuant to the separate Memorandum of Understanding between the County and the Fire District. All male Offenders must 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 must provide training in fire suppression activities for female Offenders. The fire suppression training for female Offenders will be provided by the State at the California Institution for Women in Chino, California. All female Offenders will 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 will be responsible for the transportation and delivery of male Offenders to the Holton Fire Camp and the costs thereof. The State will be responsible for the transportation and delivery of male Offenders to all Offenders' assigned Fire Camps. Female Offenders, however, will be transported directly by the County to the California Institution for Women (CIW). The State will be responsible for the transportation and delivery of female Offenders from CIW to Malibu Fire Camp following their training in fire suppression activities.
2. The County and the State will work cooperatively to coordinate the delivery and acceptance of Offenders.
3. Funds of an individual Offender held in trust by the County will be provided via check to the State within seven Business Days of the Offender's delivery to a Fire Camp. Offender funds will 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 will 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 will 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 must remove the Offender from the Fire Camp or fire training facility immediately. Following removal, the State must 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 or State-contracted medical facility, or an emergency medical facility, the County will be charged at the Special Custodial Costs Rate listed on Attachment B (Price Schedule) to the Contract. In the event the Offender requires housing outside of a State facility due to disciplinary action, all associated costs will be passed to the County.
4. The County and the State will coordinate the processing of an Offender prior to the Offender's completion of his or her sentence.
5. All Pre-Release Processing will be the responsibility of the County. The County will 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 must provide the Offender's funds from the Offender's trust account, in the form of a check payable to the County, within seven Business Days of the Offender's return to the County. Once the release paperwork is complete, it will be forwarded to Trust Accounting in Sacramento. The check will be processed and then forwarded to the County.
7. When an Offender is identified for return to the County, the State must 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 must be transported with the Offender upon return to the County. Files maintained at the Fire Camp State Administrative Office must be mailed to the County within 14 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 will provide any such documentation received by the County to the Fire Camp State Administrative Office for processing. The County will 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 must 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 must 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 will not be responsible for the payment of any medical care or benefits related to an Offender's workers' compensation injuries or claims as required by California law including, but not limited to, California Labor Code section 3370. The State will be solely responsible for all workers' compensation claims and benefits, including the administration of the claims, in the same manner as if the Offender was an inmate of the State. The State, at the State's option, may provide stated medical coverage in lieu of workers' compensation benefits, consistent with California law; however, the State remains responsible for any and all workers' compensation benefits, including past, present, and future medical benefits, temporary disability payments, permanent disability payments, home health care costs, and any other benefits or costs arising out of the workers' compensation claim. Should a workers' compensation claim be filed against the County arising out of the performance of 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 must 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 must pay the emergency medical provider directly for any and all emergency medical care costs, including cost of emergency transportation by an ambulance.
4. Wages or compensation payable to Offenders for the performance of work assignments, if any, will be the sole responsibility of the State.
5. Offenders who refuse to participate in Fire Camp work programs must be returned to the County. The County will 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 must 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 must be performed in accordance with the requirements set forth in the Fire District–CDCR Agreement.
3. The State must 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 must include mutual aid agreements with surrounding law enforcement agencies.

H. OFFENDER PROGRAM OPERATIONS

1. Offender program operations will 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 must 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 must 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 must provide and maintain inmate programs for Offenders in keeping with the spirit of Education Based Incarceration and in consultation with the County. Offender programming must 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 must be in accordance with State policies and procedures.
5. The State must 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 must provide recreational opportunities for Offenders on a daily basis.
7. The State must ensure that all Offenders have court-related access consistent with State policies and procedures. All Offenders requesting access to a law library will be transported back to the County by the County upon notice from the State.

J. FOOD SERVICES

1. The State will provide sustenance and food services to Offenders at Fire Camps, which meet the minimum dietary and nutritional requirements dictated by Title 15.
2. Food services must be provided to Offenders in accordance with State policies and procedures.
3. The State must arrange for the purchase of all necessary foods to comply with the minimum dietary and nutritional requirements dictated by Title 15.
4. Offender meals must be prepared and served three times within each 24 hour period.
5. The State must provide meal planning, kitchen supervision, and meal preparation.
6. Necessary food storage and refrigeration space must be provided, as well as adequately sized kitchens with required appliances, in accordance with the Fire District-CDCR Agreement.
7. All food must be prepared and stored in accordance with all State and local codes and regulations.

K. HOUSING AND HOUSEKEEPING SERVICES

1. The State will confine and supervise Offenders in accordance with State policies and procedures. The State will provide security and supervision of Offenders consistent with State policies and procedures, based upon Offender disciplinary behavior, program participation, and other activities.
2. Dormitory-style housing units must be provided in accordance with the Fire District-CDCR Agreement. Dormitory-style housing must provide both day rooms and sleeping space for Offenders at the Fire Camps. Offenders must be housed in housing units consistent with the Offenders classification and security needs as determined by the State.
3. The State must develop and implement a housekeeping plan to ensure the proper cleanliness of the housing areas.
4. Offenders will be required to comply with procedures for maintaining their living space.
5. The State must provide all bed linens and towels for use by Offenders. A schedule for the regular issuance of linens and towels will be developed and maintained by the State.
6. The State must develop, and provide to each Offender, an orientation manual to educate new Offenders on State policies and procedures related to Fire Camps. The manual must address, at a minimum, housekeeping procedures, sick call/pill call procedures, policies regarding behavior and discipline, and daily routines and practices.

L. OFFENDER CLOTHING

1. The State will provide all Offender clothing for Offenders assigned to Fire Camps in accordance with the Fire District-CDCR Agreement.
2. Offender clothing must be suitable to the climate and to specific work assignments, as required.
3. The State will be responsible for the laundry, repair, and replacement of Offender State issued clothing during the Offender's incarceration at the Fire Camp to ensure clean clothes on at least a weekly basis. The State will develop a plan, procedure, and schedule for the exchange of clean Offender clothing.
4. Upon admission and intake of Offenders to the assigned Fire Camp, each Offender will be issued clothing consistent with current State policies and procedures.
5. Other specialized clothing and safety equipment must also be issued to Offenders, as necessary, consistent with State policies and procedures.
6. The County will provide County-issued clothing to the Offender prior to the Offender's permanent return to the County.

M. VISITATION

1. Offenders must be provided visitation privileges in accordance with Title 15 requirements. The schedule and hours of visitation must be in accordance with State policies and procedures.
2. The State must provide space, opportunity, furniture, and equipment for visitation as determined by the State.
3. Offender visitors must be approved per the current State approval process prior to visitation with an Offender.

N. CANTEEN

1. Offenders must be provided with canteen services in accordance with Title 15 requirements and State policies and procedures.
2. The State reserves the right to disapprove any canteen items for Offenders. The State reserves the right to exclude any canteen item deemed by the State to be a security risk.

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

O. MAIL

1. Offenders will be provided regular mail service consistent with Title 15 requirements and State policies and procedures.
2. Indigent Offenders will be provided with supplies for correspondence for up to the price of 20 one-ounce first class letters per month. However, no request for mailing of verified legal mail will 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 must be searched for contraband.

P. TELEPHONE

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

Q. OFFENDER PROPERTY

1. Offenders must 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) to the Contract. Exclusions may be granted based on Fire Camp security requirements.
2. The State must follow State policies and procedures on the disposition of Offender property. The State must 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 will not be responsible for such lost or damaged property, and the State will indemnify the County for any and all claims, losses, liabilities, etc., attributable to such lost or damaged property while in State custody.
3. At the time of an Offender's return to the County, only property allowable by the County may be transported back to the County with the Offender. The allowable property list is attached as Attachment I (County Allowable Property for Offenders) to the Contract. The State must inform all Offenders of the allowable County property and assist the Offender with its disposition in accordance with State policies and procedures prior to return to the County.

R. OFFENDER COMPLAINTS

1. The State will have and maintain a process for handling Offender complaints and grievances related to conditions of Fire Camp confinement and other State actions and decisions made while the Offender is in State custody in pursuant to Paragraph 8.5 (Complaints) of the Contract. The State will retain final authority on all issues of resolution and appeals related to State decisions and actions.
2. Offender complaints and grievances related to County decisions and actions will be remedied via the County's complaint process. The County will retain final authority on all issues of resolution and appeals related to County decisions and actions.

S. STAFFING

1. The County will not be responsible for the recruitment, hiring, and training of State Fire Camp staff.
2. The State staff must meet State and California Peace Officer Standards and Training (POST) staffing requirements and background clearances.
3. The State staff must 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 must have specific duties relating to the security of the facility and the safety of the community, staff, and Offenders. The State will provide security and supervision for Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere.
5. The State staff recruitment must 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 must develop and implement a training program for all State custody staff hired for the Fire Camp. The training program must 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 must 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 must be conducted in accordance with Federal Communications Commission procedures and guidelines.

V. FINANCIAL MANAGEMENT OF FUNDS AND INTERNAL CONTROL

1. The State will establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required under this Contract.
2. The State Project Director will be responsible for accounting of all program and facility costs, maintaining all financial records including Offender trust funds, and serving as the State's liaison to County fiscal authorities. The State Project Director will be assisted by the Fire Camp State Administrative Office.
3. The State Project Director will ensure that accounting and financial records management practices meet generally accepted standards.
4. In accordance with Paragraph 8.17 (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 must 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 must 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 must 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 will initiate efforts to apprehend such Offender and notify the State I.D./Warrants Unit and the local law enforcement agencies as required by State statute in the same manner it uses for any other State escapees.

- 1.2. The State must immediately, or as soon as reasonably practicable but no later than one 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 must be made to the Watch Commander at the Pitchess Detention Center – South Facility.
- 1.3. If the escaped Offender is located within the first 24 hours, then the Department Fire Camp Operations will be notified and will respond to the assigned Fire Camp to accept responsibility of the Offender within 24 hours of notification to the Department Fire Camp Operations.
- 1.4. If, after 24 hours, the Offender has not been located, then the County will assume and be responsible for the escape pursuit and investigation.
- 1.5. In the event of an Offender escape, the State will be responsible for all first reports, which must 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 must 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 (press release, bulletins, websites, news outlets, etc.) will rest with the party that has the current care and custody of the Offender.
- 2.2. All State media notifications made by the State must 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 Department Fire Camp Operations can be reached at:

Los Angeles County Sheriff's Department
Sheriff Information Bureau
211 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 will 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 listed throughout this SOW.
2. All Offenders are subject to State policies, rules, and regulations regarding conduct and behavior. The State will be responsible for adjudicating any disciplinary matters while Offenders are in State custody.

Y. OFFENDER RECORDS AND PROGRESS REPORTS

1. The State will handle and maintain all Offender OCFs and ensure compliance consistent with the State policies and procedures.
2. Offender records regarding Offenders while at the Fire Camp will 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 will not be maintained inside housing units or easily accessible to the Offender population.
4. Upon request, all records, reports, and documents related to Offenders including, but not limited to, Offender work/education-vocation records, will be made available to the County for review immediately upon request. When an Offender is transferred from the Fire Camp, the records provided by the County and additional information compiled while the Offender was at the Fire Camp must 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 must be forwarded to the Fire Camp State Administrative Office within 24 hours of receipt by the County. The County and the State will work cooperatively to coordinate the transportation of the Offender by the County.
6. The County will perform all time calculations for Offenders while housed in the Fire Camps and will 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 48 hours of his/her release.

Z. MEDICAL SERVICES

1. The State must ensure that all Offenders are provided all necessary Routine Medical Care.
2. All medical care must be provided in compliance with Title 15 requirements and as other required by law.
3. The State must 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 must 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 must 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 will provide custody supervision of the Offender, and transportation, if necessary, at no additional charge to the County while the Offender is at the emergency medical facility for treatment. The State will provide supervision until such time as the Offender is transported back to the Fire Camp or the County assumes supervision of the Offender. The State will provide notice to Department Fire Camp Operations as soon as reasonably practicable, but no later than four 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, must be developed and implemented for handling emergency, life-threatening Non-Routine Medical Care for Offenders. All procedures will 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 will be returned to the County. The State must 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 will be reimbursed for Special Custodial Costs at the Special Custodial Costs Rate set forth in Attachment B (Price Schedule) to the Contract, as further discussed in Paragraph 5.4 (Special Custodial Costs Rate) of the Contract. This rate must 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 must be transported by the State to the local emergency medical provider for treatment, and a rape kit must be sent to the hospital with the State custody staff, consistent with the State Prison Rape Elimination Act (PREA) protocols.
9. The State will have written policies and procedures to support the management and prevention of infectious diseases.

DRAFT

PRICE SCHEDULE

Attachment B

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

The Offender per-diem rate will be an all-inclusive daily rate for all fire suppression services for one Offender, including, but not limited to, housing, sustenance, supervision, education, programs, Routine Medical Care, and other services and accommodations as required by the 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 will be an all-inclusive daily rate for all fire suppression training services for one female Offender, including but not limited to, housing, sustenance, supervision, education, programs, Routine Medical Care, and other services and accommodations as required by the 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 will 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, State contracted medical facility, or any emergency medical facility.

*If, at any time during the term of the Contract, California Department of Corrections and Rehabilitation (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 will extend those lower rates to the County within a reasonable timeframe - not to exceed 30 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 will be amended in accordance with Paragraph 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

Attachment C

CAMP

POPULATION

ACTON
8800 Soledad Canyon Road
Acton, California 93510

80 Offenders *

FRANCISQUITO
35100 N. San Francisquito Canyon Road
Santa Clarita, California 91390

80 Offenders *

HOLTON
12653 N. Little Tujunga Canyon Road
Sylmar, California 91390

100 Offenders *

JULIUS KLEIN
22550 East Fork Road
Azusa, California 91702

120 Offenders *

MALIBU (Female Offenders)
1252 S. Encinal Canyon Road
Malibu, California 90265

100 Offenders *

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

**FIRE CAMP OFFENDER CRITERIA –
CRIMINAL HISTORY**

Attachment D

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**

Attachment E

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
Nursing Care Acuity	No need for ongoing continuous medication administration (exception: short courses (14 days or less) of self-administered medications. Self-medication of Albuterol inhaler and blood pressure allowed as long as it is controlled) 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

Attachment F

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)

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

SECTION 3: CRIMINAL HISTORY SCREENING

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

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

CASE-BY-CASE EXCLUSIONARY CRITERIA

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

☐ CLEARED FOR FIRE CAMP (PROCEED TO SECTION 4)		☐ INELIGIBLE FOR FIRE CAMP
CRIMINAL HISTORY SCREENING COMPLETED BY (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
LOCATION	TELEPHONE NUMBER	DATE

SECTION 4: MEDICAL/MENTAL HEALTH/DENTAL SCREENING

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

The medical/mental health/dental screening process will be conducted in accordance with 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 (self-medication of albuterol inhaler and blood pressure allowed as long as it is controlled)
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

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, and conduct a physical examination to include hernia exam.
 - b. Determine if there are any pending medical and/or dental appointments, including specialty clinics that would preclude the inmate from participating in the program.
 - c. Determine if the inmate is cleared or ineligible for fire suppression program.
3. The nurse will notify the designated fire camp representative in writing, utilizing the approved form, regarding the inmate's status for participation.

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

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

SECTION 7: CDCR CRIMINAL HISTORY SCREENING

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

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

SECTION 8: CDCR FIRE CAMP PLACEMENT APPROVAL

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

COUNTY FIRE CAMP OFFENDER INFORMATION FORM Attachment G

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

Attachment H

Total allowable property may not exceed 6 cubic feet.

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

DENTAL FLOSSERS/GLIDERS/SAFETY DENTAL FLOSS (No more than 3" in length. Amount allowed in possession to be determined by local institutional procedure. Warden discretion on the type of flosser that would meet their respective institution's safety and/or security needs).	YES
DENTURE CLEANSER	2 BOXES
DEPILATORYS (Hair removers, Magic Shave, etc. 10 oz. max.).	2
DEODORANT/ANTIPERSPIRANT (Stick, gel, or roll-on., deodorant must be clear and in clear container only. 5 oz. max.).	4
FACE CREAM (Noxema, etc. Products with glycerin as primary ingredient are not permitted. 10 oz. max.).	2
HAIR CONDITIONER (20 oz. max.).	2
HAIR OIL / GREASE (20 oz. max.).	2
HAIR TIES (Colors of black, white, and gray only).	10
INSECT REPELLANT (Must contain N,N-diethyl-m-toluamide (DEET) as main active ingredient).	2
LAUNDRY DETERGENT (Powder or liquid. 36 oz. max.).	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
VITAMIN / MINERAL SUPPLEMENTS (Solid tablet/caplet or capsule softgel form only. Not to exceed 250 max tablets/caplets/softgels per bottle/container. Maximum six bottles/containers allowed per product, i.e., six bottles of Vitamin C, six bottles of Chromium, etc. Multiple Vitamin, Multiple Vitamin/Mineral and Single Vitamin packaging allowed. Supplements must remain in original container. No bulk powdered products are permitted). Allowable Vitamin Supplements: A (Retinoids: retinol, retinoids and carotenoids), B1 (Thiamine), B2 (Riboflavin), B3 (Niacin, niacinamide), B5 (Pantothenic acid), B6 (Pyridoxine, pyridoxamine, pyridoxal), B7 (Biotin), B9 (Folic acid, folinic acid), B12 (Cyanocobalamin, hydroxycobalamin, methylcobalamin), C (Ascorbic Acid), D (Ergocalciferol, cholecalciferol), E (Tocopherols, tocotrienols), K (Phylloquinone, menaquinones). Allowable Mineral Supplements: Boron, Calcium, Chloride, Chromium, Cobalt, Copper, Iodine, Iron, Magnesium, Manganese, Molybdenum, Nickel, Phosphorus, Potassium, Selenium, Sodium, Sulfur, Vanadium, Zinc.	YES
ADDRESS BOOK (Soft plastic/Paperback cover only,. 3" x 5" maximum).	1
AUDIO CASSETTES (Professionally pre-recorded only. No audio cassette or individual songs that have a parental advisory label. Possession of a player is not required).	10
BALLPOINT PENS (Non-metal, clear plastic only. Blue/Black ink only. Flexible pens or pen fillers may be required for ASU/SHU by local facility procedure).	4
BATTERY RECHARGER (Does not count as an electrical appliance).	1
BATTERIES	8
BOOKS, MAGAZINES, AND NEWSPAPERS (Paperback or hardback with cover removed only. Limits do not apply to legal materials).	10
BOWL (Plastic,. Future construction material to be approved by DAI. Maximum of 8" in diameter. Plastic lid optional).	2
CALENDAR (12" x 2412" maximum dimensions. No metal).	1
CAN OPENER (P-38 or equivalent).	1
CARD STOCK/DRAWING PAPER (White only. 12" x 12" max. size).	10 sheets

CLOCK (Non-electric, no alarm).	1
COMBINATION LOCK (Common key required by institution,. Canteen item only. Not approved for inmate packages).	1
COMPACT DISCS (CD) (Factory sealed, pre-recorded only,. No CDs or individual songs that have a parental advisory label. Sets including DVDs shall not be permitted. Possession of a player is not required).	10
CORRESPONDENCE COURSE (Does not impact the limit on books. Must be within the established 6-cubic feet limit of allowable property).	1 YES
ENVELOPES, BLANK AND/OR PRE-STAMPED – ENVELOPES, CLASP/GRIP SEAL (10" x 15" max. size. ASU/SHU/PSU clasp shall be removed).	40
ENVELOPES, METERED (Indigent inmates only).	5
EXTENSION CORD (Maximum length of 6', UL approved only,. Must adhere to requirements established in California Electric Code Section 400.8, three prong outlet only, with circuit breaker. upon local facility discretion Permitted by Warden's discretion).	1
GREETING CARDS (Maximum size 6" x 9").	10
HANDKERCHIEFS/BANDANNAS (Solid color. White or light gray only. Maximum size of 22" x 22").	5
LEGAL MATERIAL (Books, pamphlets, and other legal reference).	YES
LEGAL PADS / TABLETS AND NOTEBOOKS (No spiral bound. White and yellow paper only. 9" x 14" max.).	4
LEGAL SIZE FILE FOLDERS/WALLET ENVELOPES (10" x 15" max. size).	YES
LIGHT BULBS (Not to exceed 30 watts).	1
PENCILS, DRAWING (Colored), OR WRITING (Non-mechanical only).	24/20
PENCIL ERASER	1
PENCIL SHARPENER (Non-electric, hand held only,. No metal cover. Maximum 2" length).	1
PHOTOS / PORTRAITS (Maximum of 8" x 10". No Polaroid).	YES
PHOTO ALBUMS (Soft plastic/paperback cover. Maximum of 9" x 12").	4
PLASTIC TUMBLER (16 ounce or less).	2
READING GLASSES – NON PRESCRIPTION (Magnifying glasses).	1
RELIGIOUS ITEMS (As approved by the local religious review committees, i.e., kufi caps, yarmulikeas, prayer rugs, etc.).	YES
SPLITTER (For use with television).	1
STAMPS (U.S. Postal only).	40
STATIONERY (For written correspondence, May be decorated and have matching envelopes. Must be predominantly white. 8.5" x 11" max.).	500 sheets
SUN GLASSES – NON-PRESCRIPTION (No metal/steel frames, non-mirrored, no red or blue lenses. Purchase value not to exceed \$50.00, Excludes prescription sun glasses. Purchase value not to exceed \$50).	1
STORAGE CONTAINER (As permitted by Warden's discretion local institutional authority,. May include clear storage containers, foot lockers, denture holders, etc.).	YES
TUMBLER (Plastic. Future construction material to be approved by DAI. 16 ounces or less).	2
WALLET (Plain brown or black, no engravings).	1
CARDS (No role playing).	1
CHECKERS (No wooden boards. Plastic pieces only).	1

CHESS (No wooden boards. Plastic pieces only).	1
DOMINOS	1
AUDIO ENTERTAINMENT APPLIANCE (PG A and B; AM/FM radio/CD/cassette tape player or any combination allowed. AC power or battery operated. Must have earphone jack and headphones/earbuds. Clear case only. No detachable speakers. Outside measurements not to exceed 3" x 6" x 6").	1
CALCULATOR (Hand held, battery or solar battery operated. No games, clock, or alarm. No removable memory storage device, disks, tapes, chips (CPUs). No capability to transfer information. (Purchase value not to exceed \$25).	1
EARBUDS (Maximum cord length 8.5'. Clear case only. Existing non-clear devices may be retained until no longer operational. Purchase value not to exceed \$50).	1
FAN (AC power or battery operated, Plastic blade and cage. Not to exceed 9". Purchase value not to exceed \$25).	1
HAIR CLIPPER/TRIMMER (AC power, battery operated, or rechargeable. Includes attachments and combs. Clear case only. Existing non-clear case trimmers may be retained until no longer operational. Spare blades may not be kept in possession of inmate. Purchase value not to exceed \$80).	1
HANDICRAFT (Requires institutional approval).	YES
HEADPHONES (Maximum cord length 8.5'. Clear case only. Purchase value not to exceed \$250).	1
HEALTH CARE APPLIANCE (Dr. Rx. only. Not subject to the six-cubic foot limit. Includes prescription eyeglasses and prescription sunglasses).	YES
HOT POT (UL approved, maximum 350 watts, 40 oz. liquid capacity. Clear, non-removable base from body, temperature sensitive thermal fuse, allowable based upon local facility determination). NOTE: If this item is used in an assault or in a manner that constitutes a safety/security threat, the inmate shall permanently lose the privilege of possession of this item.	1
LAMP - Not to exceed 3 pounds or 12" extended length. Not to exceed 30 watts. Not to exceed \$25. Flexible neck only. AC power or battery operated. Purchase value not to exceed \$25.	1
MUSICAL INSTRUMENT (As determined by local institutional procedures. Combined instrument and case dimensions shall not exceed 46" x 24" x 12". New purchases of keyboards are no longer permitted in male facilities. Existing keyboards are permitted).	1
RAZOR, ELECTRIC/PERSONAL GROOMER (Nose/ear trimmer) (AC power or battery operated. Purchase value not to exceed \$580).	1
RELIGIOUS MEDAL AND CHAIN (Not to exceed \$100, Chain not to exceed 18" in length. Obtainable as a set only; chains may not be purchased separately from medal. 1" max. diameter. Existing medals exceeding 1" may be retained by the inmate. Purchase value not to exceed \$100).	1
RING (Wedding band. One only. Yellow or white metal only. Not to exceed \$100, maximum declared value, and may not contain a set or stone).	1
TYPEWRITER, ELECTRIC (AC power or battery operated. Portable only. Outside cabinet clear case and Not to exceed 24" x 18" x 12". Existing non-clear typewriters may be retained until no longer operational. No removable memory storage device, disks, tapes, chips (CPUs). Temporary internal memory up to one-line for correction purposes is permissible. Memory must automatically clear when device is turned off. No capability to transfer information. Existing memory typewriters may be retained with owner's manual until no longer operational. (Purchase value not to exceed \$2500).	1

TYPEWRITER, MANUAL (Restricted from Level IV 180 design housing. Portable only. Not to exceed 24" x 18" x 12". No removable memory storage device, disks, tapes, chips (CPUs). No capability to transfer information. (Purchase value not to exceed \$200).	1
WATCH (Wrist or pocket style. No sets or stones. No memory storage device, disks, tapes, or CPUs. No alarm, calculator, radio, TV, game, or communication capabilities. No capacity to transfer information. (Purchase value not to exceed \$50).	1

DRAFT

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CUSTODY DIVISION MANUAL Attachment I

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").

Revised 05/03/18
Revised 07/06/17
Revised 12/19/16
Revised 12/14/15 (DOJ 52)
Revised 07/07/15 (DOJ 52, 54)
Revised 05/27/15
Revised 04/08/14
Revised 04/18/13

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

DRAFT

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").

Revised 05/03/18
Revised 07/06/17
Revised 12/19/16
Revised 12/14/15 (DOJ 52)
Revised 07/07/15 (DOJ 52, 54)
Revised 05/27/15
Revised 04/18/13
Revised 07/24/09
12/10/01 CDM

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Attachment J

Fire Camp Bed Space

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

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

**ARTICLE 1
DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.103.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

**ARTICLE 2
CONFIDENTIALITY**

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
 - (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
 - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
 - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including

- the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
 - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
 - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.
 - (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
 - (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
 - (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.

- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entity's request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or

disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**ARTICLE 3
SECURITY**

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and

- resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
 - (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
 - (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4

EXCHANGE OF STANDARD TRANSMISSIONS

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
 - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
 - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
 - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
 - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
 - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
 - (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.

- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information.

- (a) Proprietary Information
- (b) Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5
MISCELLANEOUS**

5.1 Indemnification

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service

Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s)

of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

[Click here and insert BUSINESS ASSOCIATE'S NAME]

[Click here and insert BUSINESS ASSOCIATE'S TITLE]

[Click here and insert BUSINESS ASSOCIATE'S ADDRESS]

Telephone:

[Click here and insert BUSINESS ASSOCIATE'S PHONE NUMBER WITH AREA CODE]

Facsimile:

[Click here and insert BUSINESS ASSOCIATE'S FAX NUMBER WITH AREA CODE]

Covered Entity:

California Department of Corrections and Rehabilitation Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842

Facsimile: (916) 327-0545

1. Invoicing and Payment (reimbursement contracts)

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

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

DRAFT

**CDCR FIRE CAMP CORRECTIONAL BED SPACE
REIMBURSEMENT CONTRACT**
Agreement Term: July 1, 2025 through June 30, 2028

LOS ANGELES COUNTY

HOUSING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
74	X	\$10	X	365	\$270,100.00	25/26
74	X	\$10	X	365	\$270,100.00	26/27
74	X	\$10	X	366 Leap	\$274,500.00	27/28
				Agreement total	\$814,700.00	

TRAINING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
74	X	\$81	X	38	\$227,772.00	25/26
74	X	\$81	X	38	\$227,772.00	26/27
74	X	\$81	X	38	\$227,772.00	27/28
				Agreement total	\$683,316.00	
ESTIMATED AGREEMENT TOTAL:					\$1,498,016.00	

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$10 per day, or any part thereof for each COUNTY Offender housed in a CDCR Fire Camp, and \$81 per day, or any part thereof, for each COUNTY Offender housed and trained at a CDCR Fire Training Center. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. The estimated total amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation and medical guarding, for up to 74 COUNTY Offenders housed and trained in a CDCR Fire Camp/Training Center, shall not exceed \$1,498,016.⁰⁰.
3. The exact total amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation and medical guarding, pertaining to up to 100 COUNTY Offenders trained in a CDCR Fire Training Center, cannot be determined due to the instability of the inmate population as a result of paroles, program failures, etc.
4. The numbers of Offenders shown above are estimated. The total amount of training and camp costs may vary based on the number of COUNTY Offenders housed. The COUNTY is responsible to pay for each COUNTY Offender housed for each calendar day in camp or while in training.

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

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

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

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

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

2. Confidentiality of Information

CDCR and Provider agree that all incarcerated individual/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. Confidentiality of Data

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

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

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

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

4. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

5. Taxes

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

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

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

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

7. Contract Suspension

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

8. Extension of Term

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

9. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting incarcerated individual and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to incarcerated individuals/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that incarcerated individuals and/or parolees are not or have not

been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with incarcerated individuals and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR incarcerated individuals and/or parolees at the facility and access to incarcerated individual and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

10. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

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

11. Subcontractor/Consultant Information

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

12. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

13. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

14. Contract Violations

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

10425.

15. Employment of Ex-Offenders

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

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

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

16. Conflict of Interest

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

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

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

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

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

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

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in

business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

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

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

17. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Travel

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

20. Notification of Personnel Changes

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

21. Security Clearance/Fingerprinting

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

The State further reserves the right to terminate the Agreement should a threat to security be determined.

22. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

23. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

24. Electronic Waste Recycling

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

25. Liability for Loss and Damages

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

26. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by incarcerated individuals or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any incarcerated individual or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

27. Additional Disclosure

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

blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

28. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

29. Insurance Requirements

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

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

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance.

30. Tuberculosis (TB) Testing

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

Contractors and their employees who have any contact (physical or nonphysical) with incarcerated individuals/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

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

31. Blood borne Pathogens

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

32. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison incarcerated individuals and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around incarcerated individuals who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison incarcerated individuals or wards. By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

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

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

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and Title 9, Section 30936; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property

or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, and Title 9, Sections 30275 and 30958; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.
SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and Title 9, Section 30275; WIC Section 1712.

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

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

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

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CCR, Title 9, sections 30976 and 30945; WIC Section 1001.5.

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

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and Title 9, Section 31609; WIC Section 1712.

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

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, and Title 9, Sections 30935 and 30275.

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

SOURCE: CCR, Title 15, Section 3174 (b) (1) and Title 9, Section 30275.

- j. Interviews with SPECIFIC INCARCERATED INDIVIDUALS are not permitted. Conspiring with an incarcerated individual to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and Title 9, Section 31100(a)(1).

33. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is incarcerated individual attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

34. Tobacco-Free Environment

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

35. Prison Rape Elimination Policy

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

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

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

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR incarcerated individuals, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR incarcerated individuals and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with incarcerated individuals, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with incarcerated individuals.

Any contract employee who appears to have engaged in sexual misconduct of an incarcerated individual

shall be prohibited from contact with incarcerated individuals and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

36. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

37. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

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

BUSINESS ASSOCIATES AGREEMENT (HIPAA)
Fire Suppression Camp - Reimbursement

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

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

ARTICLE 1
DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.103.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2
CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
 - (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
 - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;

- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.
- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.

- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entity's request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.

- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3
SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;

- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4

EXCHANGE OF STANDARD TRANSMISSIONS

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
 - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
 - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
 - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
 - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
 - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business

Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information.

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Contract Monitors:

Alan Y. Liu, Acting Captain
Acting Captain
4700 W. Ramona Blvd, Room 330
Monterey Park, California 91754
Phone: (323) 526-5333
Fax: (323) 415-3231
Email: ayliu@lasd.org

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word “staff” includes volunteers and private contractors.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

CDCR Policy

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR’s policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

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

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

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

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

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

Duty to Report

You are required to answer the following questions:

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

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

Date: _____ Facility/County Name: _____
--

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

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

Printed	
Signature:	Date

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

Fire Suppression Camp Services

Solicitation / Contract

County of Los Angeles

Number Bidder ID / Vendor ID (optional)

Business Name

500 West Temple Street

Business Telephone Number

Los Angeles California 90012

Business Address

City

State

Zip Code

Contract / Description of Purchase

Contract with the California Department of Corrections and Rehabilitation (CDCR) for Fire Suppression Camp Services. Under the Contract, CDCR will assume custody of County inmates who are convicted as non-violent, non-serious, non-sexual offenders and assign them to the five Los Angeles County Fire Suppression Camps. Services also include supervision, sustenance, security, housing, inmate programs, and routine medical care for the N3 inmate participants.

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")? ☐ Yes ☒ No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering

2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

Signature

Date

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. (GenAI powered, or driven), applications/product owner:
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000

MOTION BY SUPERVISOR JANICE HAHN

AGN. NO.
June 3, 2025

Health and Safety for All: Preservation of the Prison Rape Elimination Act Standards

Keeping incarcerated people safe from sexual assault and rape may not be a priority for the current federal administration, however, it is for the County of Los Angeles (County). In recent news, the federal administration cut all funding to the National Prison Rape Elimination Act (PREA) Resource Center (PRC)¹. The PRC provides technical assistance as well as resources to ensure all carceral institutions are compliant with the Prison Rape Elimination Act of 2003 and the National Standards to Prevent, Detect, and Respond to Prison Rape (PREA Standards), with the sole aim of protecting people in its care.

In the County, this funding decision has the potential to place the over 14,000 incarcerated adults and over 500 incarcerated youth² in a precarious situation, especially as it relates to their personal safety and vulnerability.

To ensure that the County doesn't regress on any of its work related to PREA compliance, there needs to be a committed effort to work with the Department of Public Health's Office of Violence Prevention and community-based organizations like Just

¹ <https://theappeal.org/trump-doj-defunds-national-prison-rape-resource-center/>

² April 23, 2025 Daily Population Report

MOTION

SOLIS

MITCHELL

HORVATH

HAHN

BARGER

Detention International (JDI)³. JDI has provided the Los Angeles County Sheriff's Department (LASD) with technical assistance and helped lay a foundation of safety and compliance upon the adoption of the PREA Standards in 2012.

Though PREA has not been overturned, the drastic cuts to funding signals that people who are incarcerated will possibly face dangerous situations with very little recourse and they'll be open to retaliation, harm, and further victimization should they seek assistance if local action isn't taken.

There is particular concern for transgender individuals who are incarcerated as this federal administration is specifically targeting them through Section 4 of the Presidential Executive Order, "Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government" which includes amending standard 115.41 of PREA.⁴ There are multiple studies and anecdotal accounts that "transgender people behind bars are at high risk for sexual abuse."⁵

There must be instances in which the County continues to hold facilities it oversees in compliance with laws and standards that aim to protect the most vulnerable against sexual assaults and abuse, like PREA, even if funding gets cut or the enactment is amended, overturned, or revoked, such as this.

I, THEREFORE, MOVE that the Board of Supervisors:

1. Request the Los Angeles Sheriff's Department (LASD) and direct the Probation Department, regardless of the future of the Prison Rape Elimination Act (PREA), to:
 - a. Continue to uphold its standards of compliance to keep incarcerated adults and

³ https://lasd.org/wp-content/uploads/2024/08/Transparency_Civilian_PREA_Report_Update_4-18-2024.pdf

⁴ [Defending Women From Gender Ideology Extremism And Restoring Biological Truth To The Federal Government – The White House](#)

⁵ [Spring2025_JDINewsletter.pdf](#)

youth safe from sexual assaults and abuse.

- b. Report back, in writing, similar to the LASD's June 12, 2024 report back⁶, in 30 days and with subsequent semiannual updates after the initial report back, to the Board, on:
 - i. The status and progress of the implementation of PREA related policies and procedures until completion; and
 - ii. For Probation, updates on addressing the concerns listed in the Probation Oversight Commission's August 12, 2024 report back⁷ as it relates to internal investigators' appropriately responding to allegations of PREA violations; effectiveness of current PREA policies and trainings; and youth who are being interviewed and participating in investigations without notice to their counsel or legal guardians.
 - iii. For LASD, updates on staffing the Office of PREA Compliance (OPC); live scanning of the remaining 3,659 LASD employees per PREA standard 115.17; funding a hotline for incarcerated people to connect to a trained sexual trauma counselor; among other proposed steps⁸.

I, **FURTHER, MOVE**, that the Board of Supervisors:

1. Request the Los Angeles Sheriff's Department (LASD) and direct the Probation Department to work with the Department of Public Health's Office of Violence Prevention, Sheriff Civilian Oversight Commission and the Probation Oversight Commission to:
 - a. Host a joint town hall with community-based organizations such as Just

⁶ <https://file.lacounty.gov/SDSInter/bos/supdocs/189768.pdf>

⁷ Id.

⁸ Id.

- Detention International, Peace Over Violence, Young Women's Freedom Center, Anti-Recidivism Coalition, and others, with specific focus on people who have lived experience with the carceral system and are survivors of sexual assault, to solicit feedback on how to best support creating safer reporting spaces and practices and accountability in LASD and Probation facilities within 90 days; and
- b. Provide the Board with a report back, in writing, 60 days after the conclusion of the town hall, and include:
 - i. A summary and recommendations, and
 - ii. With the LASD and Probation Department, develop and implement a plan to incorporate the recommendations to be shared with the Board in the subsequent semiannual report back as noted in Directive 1, subsection b.
 - c. Work with the Chief Executive Office (CEO) to report to the Board on an analysis of any impact to LASD and the Probation Department and their PREA compliance efforts due to funding cuts, in writing and included in the report back noted in Directive 2, subsection b.
2. Direct the Office of Inspector General, Sheriff Civilian Oversight Commission, and the Probation Oversight Commission to continue to monitor and report back in its respective reports to the Board as a standing item, any issues or instances related to obstacles to reporting, delays in investigations, and lack of accountability and transparency in any processes, protocols, or policies, as it relates to protections and safety against sexual assaults and abuse, in any form.

#

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/30/2025		
BOARD MEETING DATE	5/20/2025		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	County Counsel		
SUBJECT	Amend Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Civilian Oversight Commission for Los Angeles County Sheriff's Department ("Commission") to authorize the Commission to meet in closed session to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost:	Funding source:	
	\$0	N/A	
	TERMS (if applicable): N/A		
	Explanation:		
PURPOSE OF REQUEST	The County ordinance establishing the Commission does not currently authorize it to meet in closed session. Therefore, all discussions by the Commission must be public. The proposed ordinance will permit the Commission to meet in closed session in limited circumstances in order to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters, consistent with State law.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Amendments to the existing ordinance will permit the Commission to meet in closed session in limited circumstances in order to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters, consistent with State law.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:		

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Thomas J. Faughnan, Senior Assistant County Counsel, 213-626-7446, tfaughnan@counsel.lacounty.gov. • Liliana Campos, Assistant County Counsel, 213-972-5723, lcampos@counsel.lacounty.gov. • Janssen Larz Diaz, Senior Deputy County Counsel, 213-633-1915, jdiaz@counsel.lacounty.gov.
----------------------------------	--



County of Los Angeles

Dawyn R. Harrison
County Counsel

Board of Supervisors

Hilda L. Solis
Supervisor, First District

Holly J. Mitchell
Supervisor, Second District

Lindsey P. Horvath
Supervisor, Third District

Janice Hahn
Supervisor, Fourth District

Kathryn Barger
Supervisor, Fifth District



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

Dear Supervisors:

**ORDINANCE TO AMENDING TITLE 3 – ADVISORY COMMISSIONS
AND COMMITTEES OF THE LOS ANGELES COUNTY CODE RELATING
TO THE LOS ANGELES COUNTY SHERIFF CIVILIAN OVERSIGHT
COMMISSION (ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of the recommended actions will amend the Los Angeles County Code ("County Code") to authorize the Los Angeles County Sheriff Civilian Oversight Commission ("Commission") to meet in closed session to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed ordinance is not subject to the California Environmental Quality Act ("CEQA") for the reasons stated in this Board letter and the record.
2. Approve for introduction the attached ordinance amending Title 3 - Advisory Commissions and Committees of the County Code to authorize the Commission to meet in closed session to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County ordinance establishing the Commission does not currently authorize it to meet in closed session. Therefore, all discussions by the Commission must be public.

The proposed ordinance will permit the Commission to meet in closed session in limited circumstances to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters, consistent with State law.

FISCAL IMPACT/FINANCING

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 3.79.035 of the County Code provides, "Because the Commission is a Brown Act body that is not authorized to conduct closed session, the Commission may not receive records protected by any law protecting the Confidentiality of records, including Penal Code sections 832.7, 11077, and 13300, et al." To align with the voter approved Measure R, the proposed ordinance will authorize the Commission to meet in closed session pursuant to the Ralph M. Brown Act ("Brown Act") to confer with County Counsel, or outside counsel retained by County Counsel, regarding pending or anticipated litigation arising from the Commission's issuance of a subpoena pursuant to State law or the County Code, or any other action taken by the Commission. Section 54956.9 of the Brown Act permits a local legislative body to hold closed sessions to confer with its legal counsel regarding pending or anticipated litigation.

The proposed ordinance will also authorize the Commission to meet in closed session pursuant to the Brown Act to discuss with the Executive Officer the appointment, evaluation of performance, or dismissal of the Commission's Executive Director or staff. Section 54957(b) of the Brown Act permits a local legislative body to hold closed sessions to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee.

ENVIRONMENTAL DOCUMENTATION

The recommended action is not subject to CEQA because it is an activity that is excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed ordinance

The Honorable Board of Supervisors

Page 3

amending Title 3 of the County Code is an organizational or administrative activity of the government which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES

Approval of these recommendations gives the Commission the authority to meet in closed session to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters.

Respectfully submitted,

DAWYN R. HARRISON
County Counsel

DRH:JLD:jm

Attachment

c: Fesia A. Davenport
Chief Executive Officer

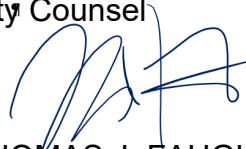
Edward Yen
Executive Officer
Board of Supervisors

ANALYSIS

This ordinance amends Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Los Angeles County Sheriff Civilian Oversight Commission ("Commission") by amending Chapter 3.79 to authorize the Commission to meet in closed session to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters.

DAWYN R. HARRISON
County Counsel

By


THOMAS J. FAUGHNAN
Senior Assistant County Counsel

TF:jm

Requested: 9/30/24
Revised: 4/10/25

ORDINANCE NO. _____

An ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, to authorize the Los Angeles County Sheriff Civilian Oversight Commission ("Commission") to meet in closed session to make recommendations on Commission staff personnel matters and to confer with counsel on certain litigation matters.

The Board of Supervisors of the County of Los Angeles ordains as follows:

. . .

SECTION 1. Section 3.79.035 is hereby amended to read as follows:

3.79.035 Records.

Any personnel records, complaints against Sheriff's Department personnel, and information obtained from these records, which come into the possession of the Commission or its staff, shall be treated as confidential and shall not be disclosed to any member of the public, except in accordance with applicable laws. Copies of complaints not already in the Sheriff's Department possession may be made available to the Sheriff's Department upon completion of the Commission's investigation, unless confidentiality mandates otherwise.

~~Because the Commission is a Brown Act body that is not authorized to conduct closed session, the Commission may not receive records protected by any law protecting the Confidentiality of records, including Penal Code sections 832.7, 111077, and 13300, et al. As permitted by law, and consistent with sSubsection J of County~~

Code Section 6.44.190, material received by the OIG in response to a subpoena issued at the direction of the Commission may be shared with the Commission by the OIG.

...

SECTION 2. Section 3.79.100 is hereby amended to read as follows:

3.79.100 Meetings; Closed Sessions.

The Commission shall meet at least once a month, at a time and location to be established by the Commission. The Commission shall hold an annual organizational meeting during the month of July. The Commission meetings will follow Robert's Rules of Order and must comply with the Ralph M. Brown Act. The Commission may meet in closed session pursuant to the Ralph M. Brown Act solely for the following purposes:

A. To provide recommendations to the Executive Officer of the Board pursuant to Government Code section 54957(b) regarding the appointment, evaluation of performance, or dismissal of the Commission's Executive Director or staff; or

B. To confer with County Counsel, or outside counsel retained by County Counsel, pursuant to Government Code section 54956.9 regarding pending or anticipated litigation arising from the Commission's issuance of a subpoena pursuant to State law or Section 3.79.190, or any other action taken by the Commission.

...

SECTION 3. Section 3.79.140 is hereby amended to read as follows:

3.79.140 Commission Staff.

The Executive Director and other officers and employees of the Commission shall be designated in the current salary ordinance of the County of Los Angeles. The

Commission will also have authority to use outside consultants when the need arises in accordance with applicable laws and policies. Outside consultants may be retained by the Executive Office/Clerk of the Board and/or by the Chief Executive Office pursuant to a delegated authority agreement. The Commission may provide recommendations to the Executive Officer of the Board regarding the appointment, evaluation of performance, or dismissal of the Commission's Executive Director or staff.

. . .

[CH379MDCC]

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/30/2025	
BOARD MEETING DATE	5/20/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Executive Office of the Board of Supervisors	
SUBJECT	Amend the Sheriff Civilian Oversight Commission's ordinance to clarify the Commission's purpose and authority for the Los Angeles County Sheriff's Department	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation:	
PURPOSE OF REQUEST	Approve several amendments to the Commission's charter to enable effective civilian oversight of the Los Angeles Sheriff's Department.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Amendments to the existing ordinance will clarify the Commission's role; require the Sheriff to respond to recommendations within 60 days; authorize the review and comment on levels of discipline, disciplinary decisions and practices; clarify the establishment of ad hoc committees; permit access to confidential records; authorize the Commission to conduct closed sessions; allow the Commission to participate in the selection of at-large or "community" commissioners; expand the Commission's subpoena list, and clarify County Counsel's authority to appoint outside counsel for the Commission.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: - SHERIFF CIVILIAN OVERSIGHT COMMISSION – Sharmaine Moseley, Executive Director, 213-595-9534, smoseley@coc.lacounty.gov - EXECUTIVE OFFICE – Edward Yen, Esq., Executive Officer, 213-974-1401, eyen@bos.lacounty.gov	



COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

April 14, 2025

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

Dear Supervisors:

**APPROVAL OF AN ORDINANCE TO AMEND TITLE 3 - ADVISORY COMMISSIONS
AND COMMITTEES TO CLARIFY THE CIVILIAN OVERSIGHT COMMISSION FOR THE
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT'S PURPOSE AND AUTHORITY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of the recommended actions will amend the Sheriff Civilian Oversight Commission's (Commission) ordinance to clarify the Commission's purpose and authority for the Los Angeles County Sheriff's Department (LASD).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Ordinance is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in this Board of Supervisor's (Board or Supervisors) letter and the record.
2. Approve for introduction the attached Ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code (County Code), relating to the Commission, to adopt several amendments to the ordinance proposed by the Commission that would:
 - a. Clarify the Commission's role to provide independent oversight of the Sheriff's Department.
 - b. Require the Sheriff to respond to the Commission's recommendations in writing within 60 days
 - c. Authorize the Commission to review and comment on levels of discipline and the Sheriff's Department's disciplinary decisions and practices, as permitted by law.
 - d. Consistent with the Commission's practice, clarify that the Commission may

- establish Ad Hoc Committees of less than a majority of its members to receive, access, and review confidential records to focus on systemic issues, e.g. excessive use of force, deputy gangs, PREA, etc.
- e. Resolve ambiguities to the Commission's access to records by permitting the Commission to access and review confidential records through its Ad Hoc Committees, provided that the Ad Hoc Committees maintain confidentiality in respect to such records.
 - f. Allow the Commission to participate in the selection of future at-large or "community" commissioners.
 - g. Clarify County Counsel's authority to appoint outside counsel for the Commission.
 - h. Clarify that the Commission may meet in closed session as a Brown Act body.
 - i. Authorize the Commission to conduct closed sessions to the extent permitted by state law.
 - j. Clarify that books and papers, as stated in Measure R, includes electronic documents and records of the LASD.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Oversight of the Los Angeles County Sheriff's Department has evolved, starting in 1959 with the creation of several various oversight entities that include the Sybil Brand Commission, Independent Monitor/Office of the Ombudsman, Office of Independent Review (OIR), Office of the Inspector General (OIG), and the Sheriff Civilian Oversight Commission. These entities were all created due to the public outcry over the deplorable conditions in the Los Angeles County jails, existence of deputy gangs, routine use of excessive force by LASD personnel, deputy-involved shootings, in-custody deaths, and other systemic issues. These oversight entities were also responsible for making recommendations regarding LASD's policies, procedures, and practices. In 2015 and 2016, the Board fundamentally reshaped oversight landscape by establishing the Office of the Inspector General (OIG) and the Sheriff Civilian Oversight Commission (COC or Commission), replacing prior entities (except SBC) and reinforcing the county's commitment to accountability and transparency.

Since the Commission's formation nine years ago, national, local, and statewide developments – including the passage of Measure R (LA County) and AB 1185 (California), have expanded the authority and expectations of civilian oversight bodies, emphasizing subpoena power, access to information, and the ability to independently investigate systemic issues within law enforcement agencies.

Despite this progress, Los Angeles County's ordinance (Chapter 3.79) has not been significantly updated since 2016. As the Commission approaches its 10th anniversary in January 2026, it urges the Board to adopt these proposed revisions to the ordinance to reflect the National Association for Civilian Oversight of Law Enforcement (NACOLE) 13 principles of effective civilian oversight of law enforcement. Adoption of these proposed revisions will clarify and strengthen the Commission's oversight authority and align the county with current best practices in law enforcement oversight. This will benefit the public, LASD, and the county.

FISCAL IMPACT

The Commission will work with the Chief Executive Officer (CEO) to reassess and determine the appropriate staffing levels and services and supplies funding, if necessary, for the Commission to be able to meet its mandates under the County Ordinance. These mandates include responsibilities required of the Commission with the passage of Measure R by the voters in 2020.

FACTS AND PROVISION/LEGAL REQUIREMENTS

Section 3.79.030 of Ordinance Chapter 3.79 of the County Code gives the Commission the authority to make recommendations and advise the Board to create additional operational policies and procedures that affect the community. The proposed ordinance amending County Code Sections 3.79.010, 3.79.020, 3.79.030, 3.79.031, 3.79.032, 3.79.035, 3.79.040, 3.79.050, 3.79.080, 3.79.090, 3.79.100, 3.79.110, and 3.79.140 is necessary to provide clarity and strengthen the existing authority of the Commission.

ENVIRONMENTAL DOCUMENTATION

The recommended action is not subject to the California Environmental Quality Act because it is an activity that is excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed Ordinance amending Title 3 of the County Code is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES

Approval of these recommendations affords the Commission the authority to efficiently and effectively oversee LASD by addressing problematic issues such as the ability to: act independently in exercising its duties, access confidential information, and go into Closed Session to discuss confidential matters when permitted under the Brown Act. If approved, these changes will promote increased professionalization of the LASD, greater adherence to constitutional policing, reduce liability of the County, and improve trust between the community and the Department.

Respectfully submitted,

Edward Yen
Executive Officer

Enclosures

c: County Counsel

FINAL OF COC'S PROPOSED REVISIONS TO CHAPTER 3.79 OF THE LOS ANGELES COUNTY CODE [Rev. April 13, 2025]

Chapter 3.79 SHERIFF CIVILIAN OVERSIGHT COMMISSION

3.79.010 Created.

There is created a ~~Los Angeles County Sheriff~~ Civilian Oversight Commission for the Los Angeles County Sheriff's Department, hereinafter in this chapter referred to as the "Commission."

(Ord. 2016-0048 § 1, 2016.)

3.79.020 Purpose.

The purpose of the Commission is to provide independent oversight of the Los Angeles County Sheriff's Department (hereafter referred to as the "Sheriff's Department") and its policies, practices, and procedures; to improve public transparency and accountability with respect to the ~~Los Angeles County Sheriff's Department~~, by providing robust opportunities for community engagement, and to investigate and provide ongoing analysis and oversight of the Sheriff Department's policies, practices, procedures, and advice-make recommendations on changes, improvements, and reforms to the Board of Supervisors, the ~~Sheriff's Department~~, and the public.

(Ord. 2020-0006 § 1, 2020; Ord. 2016-0048 § 1, 2016.)

3.79.030 Duties.

The Commission shall, on its own or at the request of the Board of Supervisors or the Sheriff, without interfering with the Sheriff's investigative function:

- A. Make Recommendations. Review, analyze and, where appropriate, solicit input, and make recommendations to the Board of Supervisors and the Sheriff on the Sheriff's Department's operational policies and procedures that affect the community or make recommendations to create additional operational policies and procedures affecting the community and request a response from the Sheriff.
- B. Investigate. Investigate through the Office of Inspector General (OIG), or through its own staff, analyze, solicit input and make recommendations to the Board of Supervisors and the Sheriff on systemic Sheriff - related issues or complaints affecting the community. In carrying out its investigations, the Commission has independent subpoena power to obtain documents and records, electronic or otherwise, and witnesses pertinent to its investigation and oversight, as well as to administer oaths to witnesses appearing before it.
- C. Review. Review policy recommendations made by outside entities at the request of the Board of Supervisors or the Sheriff or recommendations made in other reports that in the judgment of the Commission merit its analysis, and report to the Board of Supervisors or the Sheriff whether or not the recommendation(s) should be implemented by the Board of Supervisors or the Sheriff or, if the recommendation(s) is being implemented, the status of implementation. The Commission's reports

shall contain an analysis supporting its recommendations and shall seek the input of the Sheriff before implementing or publishing its reports.

- D. Monitor Settlement. Only at the request of the Board of Supervisors and/or the Sheriff, serve, either collectively or through one or more of its members, as the monitor of the implementation of settlement provisions in litigated matters.
- E. Serve as Liaison and Mediator. Function as a liaison, or at the request of the Board of Supervisors, the Sheriff, and/or community groups or organizations involved, serve as a mediator to help resolve ongoing disputes between the Sheriff's Department and members of the community, or organizations within the County of Los Angeles.
- F. Obtain Community Input. Obtain community input and feedback on specific incidents involving the use of force, detention conditions, or other civil rights concerns regarding the Sheriff's Department, convey to the Board of Supervisors and the Sheriff community complaints, concerns or positive feedback received by the Commission, and where appropriate, [investigate through the OIG, its own staff, or at public hearings, and](#) make recommendations.
- G. [Independently review and evaluate the Sheriff's Department's handling and resolution of citizen and inmate complaints, as permitted by law.](#)
- H. Work with the ~~Office of Inspector General OIG~~. Work with and assist the ~~Office of the Inspector General OIG~~ in soliciting community input and feedback on issues being investigated by the Inspector General, and supervise and evaluate, [at least annually](#), all work performed by the Inspector General that is done at the request of the Commission.
- I. Function as a Bridge. Function as a bridge between the Sheriff's Department and the community by providing the community an additional means of giving input to the Sheriff, obtaining answers from the Sheriff to community concerns about the Sheriff's Department's operations, practices and activities, bringing an additional perspective to the Sheriff's Department's decision-making to ensure an ongoing balance between the sometimes competing factors of ensuring public safety and constitutional, civil and human rights, and communicating community concerns to the Sheriff that otherwise might not be clear or might go unnoticed.
- J. Seek Sheriff's Input. Seek the input of the Sheriff prior to completing any of its recommendations made pursuant to the duties defined in this section.
- K. Advise. Serve only in an advisory capacity to the Board of Supervisors and the Sheriff, and without the authority to manage or operate the Sheriff's Department or direct the activities of Sheriff's Department employees, including imposition of discipline. [The Commission, however, may review and comment on levels of discipline and the Sheriff's Department's disciplinary decisions and practices, as permitted by law. Moreover, although advisory, the Commission shall make recommendations for changes to policy and procedures of the Sheriff's Department. Once the Commission has adopted such recommendations and transmitted them to the Sheriff, the Sheriff will have sixty \(60\) days to adopt them or provide the Commission with a written statement explaining why the Sheriff has chosen not to adopt them or is unable to meet the sixty day deadline.](#)

(Ord.2020-0006 §3, 2020- : [Ord. 2016-0048 § 1, 2016.](#))

3.79.031 Inspect.

The Commission may Rreceive referrals for inspections of jail facilities operated by or within the jurisdiction of the County from the POC, and ~~direct the OIG~~ it may conduct inspections of County jail facilities on its own initiative using Commissioners or its own staff or refer the matter to the OIG or to the Sybil Brand Commission to conduct such inspections. The Commission and its staff shall have authority to conduct unannounced inspections of County jail facilities.

(Ord. 2020-0006 § 3, 2020.)

3.79.032 Access Information.

Pursuant to State law and Los Angeles County Code Section 3.79.190 and this Section, the Commission has authority to subpoena persons and records. The Commission shall be able to Access information, documents, and testimony necessary to the Commission's oversight function as set forth in this ordinance. The Commission, in compliance with all laws and confidentiality protections, may compel production of such information by directing the OIG to issue a subpoena on the Commission's behalf or by issuing a subpoena under its own authority, when deemed necessary by action of the Commission. The requirements and procedures for access to, and review and redaction of, confidential information received by the OIG or by the Commission are set forth in subsection J of County Code Section 6.44.190.

(Ord. 2020-0006 § 3, 2020.)

3.79.035 Records.

Any personnel records, complaints against Sheriff's Department personnel, and information obtained from these records, which come into the possession of the Commission or its staff to the extent protected under the law, shall be treated as confidential and shall not be disclosed to any member of the public, except in accordance with applicable laws. Copies of complaints not already in the Sheriff's Department possession may be made available to the Sheriff's Department upon completion of the Commission's investigation, unless confidentiality mandates otherwise.

Because the Commission is a legislative Brown Act body ~~that is not authorized to conduct closed session, subject to the Brown Act~~, the Commission may not receive records protected by any law protecting the confidentiality of records, including Penal Code §§ 832.7, 11077, and 13300, et al., unless such records are appropriately redacted, or subject to disclosure under the Brown Act in closed session, or are disclosable under the Public Records Act. Members of ad hoc committees of the Commission, composed of less than a majority of the members of the Commission, may access and receive confidential records, provided there is a Memorandum of Understanding between the Sheriff's Department and the Commission and an executed confidentiality agreement by each Commissioner on the ad hoc committee to keep the information and records confidential. As permitted by law, and consistent with subsection J of the County Code Section 6.44.190, material received by the OIG in response to a subpoena issued at the direction of the Commission may be shared with the Commission by the OIG.

(Ord. 2020-0006 § 4, 2020.)

3.79.040 Membership.

- A. The Commission shall consist of nine members. Each shall be a resident of the County of Los Angeles. The members shall be selected as follows:

-
1. Five members shall be appointed by the Board, one nominated by each Supervisorial District.
 2. Four community members shall be appointed by the Board upon recommendation by the Executive Officer of the Board of Supervisors, in consultation with [the Commission and County Counsel](#). Subsequent appointments shall follow a process set forth in the Commission's Handbook.

B. The following individuals cannot serve as members of the Commission:

1. A current employee of the County of Los Angeles;
2. A current employee of any law enforcement agency, including a police or prosecutorial agency for a government entity, or any individual who has been an employee of such an agency within the previous year.

(Ord. 2020-0006 § 5, 2020: Ord. 2016-0048 § 1, 2016.)

3.79.050 Term of Service.

- A. Subject to subsection B of this section, each member shall serve for a three-year term. No member may serve on the Commission for more than two full consecutive terms unless such limitation is waived by the Board of Supervisors. The term for all members shall begin on July 1st and end on June 30th. However, the first term of all members who are the initial appointees to the Commission, shall be deemed to commence on the date their appointment is approved by the Board of Supervisors and will end on June 30th of a succeeding year as set forth in subsection B of this section.
- B. As part of the original creation of the Commission only, the initial commission members shall be divided into three groups, with Group A serving an initial three-year term, Group B serving an initial two-year term and Group C serving an initial one-year term. For groups B and C, this initial one and two-year term shall not be considered towards the restriction of two full year terms as described in [Subsection A of this Section 3.79.050 \(A\)](#). The commission members shall be placed into three groups by a random selection process.

(Ord. 2020-0006 § 6, 2020: Ord. 2016-0048 § 1, 2016.)

3.79.060 Training.

Each commission member must successfully complete a comprehensive training and orientation program within six (6) months of appointment. Failure to complete the training may result in disqualification. The training program shall be robust and cover constitutional policing including such topics as use of force, firearms, custody, mental health issues, juvenile justice and patrol. Each Commission member shall actively participate in the ongoing training program.

(Ord. 2020-0006 § 7, 2020: Ord. 2016-0048 § 1, 2016.)

3.79.070 Sheriff Participation.

The Sheriff, or a senior ranking member of the Sheriff's Department, selected by the Sheriff, shall attend and participate in all the meetings of the Commission, but shall not have voting rights.

(Ord. 2016-0048 § 1, 2016.)

3.79.080 Vacancies.

The Board of Supervisors will appoint members to fill vacancies on the Commission created by events other than the normal end of a member's term in accordance with the process set forth in Section 3.79.040. Vacancies shall be filled within [sixty \(60\)](#) days. Appointments to fill a vacancy shall not constitute an appointment for a full term but solely to fill the balance of the unexpired term.

(Ord. 2016-0048 § 1, 2016.)

3.79.090 Organization.

The Commission shall, with the advice of County Counsel, prepare and adopt necessary rules and regulations for the conduct of its business. A copy of the rules and regulations shall be filed with the Executive Officer/Clerk of the Board of Supervisors. The Commission is to conduct itself in accordance with the Commission's Handbook as established by the Executive Officer [of the Board of Supervisors](#) in consultation with the [Commission's](#) Executive Director. [The Commission may establish, from time to time, ad hoc committees made up of less than a majority of the members of the Commission, to investigate and study specific issues and develop recommendations to be presented to the Commission at a regularly scheduled meeting of the Commission.](#)

(Ord. 2016-0048 § 1, 2016.)

3.79.100 Meetings [and Closed Sessions.](#)

The Commission shall meet at least once a month, at a time and location to be established by the Commission. The Commission shall hold an annual organizational meeting during the month of July. The Commission meetings will follow Robert's Rules of Order and must comply with the Ralph M. Brown Act. [The Commission may only meet in closed session for purposes permitted under the Brown Act. The Commission will confer with County Counsel before going into closed session.](#)

(Ord. 2016-0048 § 1, 2016.)

3.79.110 Officers.

At each annual meeting, the Commission shall elect a chairperson, [one or more a](#)-vice chairperson(s), [a secretary](#) and such other officers as it deems appropriate. The Commission shall determine the procedures and methods by which the officers are elected and the term they are to serve. A chairperson, however, may only serve for two full consecutive one-year terms.

(Ord. 2016-0048 § 1, 2016.)

3.79.120 Reserved.

3.79.130 - Use of the Office of Inspector General Staff for Investigative Purposes.

The Commission may utilize the staff of the Office of Inspector General to undertake investigations, inquiries, audits and monitoring. Alternatively, the Commission may use its own members or staff to undertake investigations, inquiries, audits and monitoring. The Commission shall direct, supervise and evaluate all work performed by the Inspector General that is done at the request of the Commission.

Additionally, the Commission may review and evaluate the Office of Inspector General's handling and resolution of any or all citizen's or inmate's complaints.

(Ord. 2024-0046 § 1, 2020.)

3.79.140 Commission Staff.

The Executive Director and other officers and employees of the Commission shall be designated in the current salary ordinance of the County of Los Angeles. The Commission will also have authority to use outside consultants [and, where appropriate, outside counsel](#) when the need arises in accordance with applicable laws and policies. Outside consultants may be retained by the Executive Office/Clerk of the Board and/or by the Chief Executive Office pursuant to a delegated authority agreement. [Outside counsel for the Commission may be retained by County Counsel on behalf of the Commission. Such outside counsel shall be provided when County Counsel has a conflict of interest.](#)

(Ord. 2016-0048 § 1, 2016.)

3.79.150 Monetary Terms.

Members of the Commission shall be eligible to receive reasonable monetary allowance to be set from time to time by the Board of Supervisors for each regular and special meeting of the Commission up to a maximum per member of \$5,000.00 per fiscal year and shall be reimbursed for reasonable expenses incurred in performing duties in accordance with County policies regulating reimbursement to County of Los Angeles officers and employees (including parking and transportation in attending meetings of the Commission).

(Ord. 2016-0048 § 1, 2016.)

3.79.160 Annual Report.

The Commission shall prepare and submit to the Board of Supervisors and make available to the public, subject to applicable privileges and protections, an annual report of the previous fiscal year. The annual report will be prepared and submitted no later than August 1st of each year. The annual report shall contain background information about the Commission, identify the Commission members and senior staff members, detail the activities of the Commission during the previous year and provide contact information. The annual report will also detail Sheriff's Department policies, procedures or practices, if any, that were eliminated, modified or created due to the Commission's work. Budget requests for each fiscal year must be made within the normal budget cycle followed by all County departments.

(Ord. 2016-0048 § 1, 2016.)

3.79.170 Self Evaluation.

- A. At the end of the third year of the Commission's creation and every three years thereafter, the Commission shall undertake a detailed self-evaluation. This detailed self-evaluation shall include a candid assessment about the strengths, weaknesses, successes and failures of the Commission. It shall also contain recommendations as to whether the Commission should continue in existence and if so, any recommended revisions to its responsibilities and/or authority and whether an independent management audit should be conducted.

-
- B. The self-evaluation should also contain recommendations on improvements regarding the Commission's operations.
 - C. The self-evaluation shall be submitted to the Board of Supervisors and made available to the public, subject to applicable privileges and protections.
 - D. The Chief Executive Office shall, within 90 days following the Commission's self-evaluation being transmitted to the Board, review the Commission's self-evaluation and determine whether an independent management audit should be conducted.
 - E. Within one year following the issuance of the self-evaluation, the Commission shall provide a written report to the Board of Supervisors regarding the status of the implementation of the recommendations identified in the self-evaluation. This written report shall be made available to the public, subject to applicable privileges and protections.

(Ord. 2016-0048 § 1, 2016.)

3.79.180 Cooperation and Coordination.

In the discharge of its duties, the Board of Supervisors directs all officers and employees of the County of Los Angeles to cooperate with the Commission and, to the extent permitted by law, promptly supply copies of requested documents and records, so that other public officers and the Commission can fully and properly perform their respective duties.

(Ord. 2016-0048 § 1, 2016.)

3.79.190 - Obtaining Documents and Information.

Consistent with state law, including, but not limited to the Peace Officer's Bill of Rights, the Commission has the power to subpoena and require attendance of witnesses and the production of books and papers pertinent to its investigations and oversight, and to administer oaths.

(Ord. 2024-0046 § 2, 2020.)

3.79.200 Compliance with all Laws.

The Commission shall comply with all applicable California and federal laws, including, but not limited to the Ralph M. Brown Act and the Peace Officer's Bill of Rights.

(Ord. 2016-0048 § 1, 2016.)

3.79.210 - Comprehensive Public Safety Reinvestment Plan.

[Lengthy Measure R text omitted.]

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/21/2025	
BOARD MEETING DATE	6/10/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Fire	
SUBJECT	Approve Expenditure Plan for Revenue Generated by the Consolidated Fire Protection District – Emergency Response & Infrastructure Special Parcel Tax	
PROGRAM	Various	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Expenditure Plan must be approved by Board prior to June 30 th .	
COST & FUNDING	Total cost: \$152 Million	Funding source: Measure E
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To seek Board approval of the Expenditure Plan prior to June 30 th as required by Measure E and to seek delegated authority for the Fire Chief to adjust the expenditure plan with advance notice to the Board.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Measure E, a citizen's initiative, was approved by the voters by 55.05% in the November 2024 election. The measure imposes a special tax of \$0.06 per square foot of structural improvements, excluding the square footage of improvements used for parking, on all taxable improved parcels. The tax applies to the parcels located within the cities and unincorporated area of Los Angeles County served by the District and is expected to generate approximately \$152 million in revenue annually and will be spent pursuant to an expenditure plan approved by the Board prior to June 30 th of each year.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Sustainability through facility and vehicle repair or purchases.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennifer Camarena, Administrative Services Manager II Jennifer.Camarena@fire.lacounty.gov	



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov



BOARD OF SUPERVISORS

KATHRYN BARGER, CHAIR
FIFTH DISTRICT
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THIRD DISTRICT
JANICE HAHN
FOURTH DISTRICT

June 10, 2025

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

Dear Supervisors:

APPROVE EXPENDITURE PLAN FOR REVENUE GENERATED BY THE CONSOLIDATED FIRE PROTECTION DISTRICT – EMERGENCY RESPONSE & INFRASTRUCTURE SPECIAL PARCEL TAX (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval of the Fiscal Year (FY) 2025-26 expenditure plan for revenue generated by the District's Emergency Response & Infrastructure Special Parcel Tax (Measure E) and delegate authority to the Fire Chief to adjust future expenditure plans with advance notice to the Board.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve the recommended expenditure plan (Enclosure) authorizing the utilization of approximately \$152 million in funding from Measure E.
2. Delegate authority to the Fire Chief, or his designee, to adjust the expenditure plan amounts with advance notice to the Board.
3. Direct the District to provide an annual report to the Board by December 31st of each year describing the impact of the programs.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
HIDDEN HILLS
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)

Measure E, a citizen's initiative, was placed on the November 2024 ballot for the voters' consideration as a solution to address the District's financial challenges. The measure imposes a special tax of six cents (\$0.06) per square foot of structural improvements, excluding the square footage of improvements used for parking, on all taxable improved parcels. The tax applies to the parcels located within the cities and unincorporated area of Los Angeles County served by the District and is expected to generate approximately \$152 million in revenue for FY 2025-26. The measure was approved by the voters by 55.05%.

Revenues generated by the special tax will be expended by the District pursuant to an expenditure plan approved by the Board prior to June 30th of each year. The annual expenditure plan will include, but not be limited to the following priorities:

- (1) Hiring, training, and certifying additional firefighters and paramedics
- (2) Communications and Information Technology Systems
- (3) Facilities
- (4) Vehicles and aircraft
- (5) Life-saving rescue tools
- (6) Wildfire protection
- (7) Emergency response tools and infrastructure

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star Sustainability and North Star 3 Communication and Public Access, Flexible and Efficient Infrastructure and Internal Controls and Processes.

FISCAL IMPACT/FINANCING

Revenues generated by the special tax will reside in an interest-bearing Special Revenue Fund administered by the District. The special tax is expected to generate approximately \$152 million in revenue for FY 2025-26. For each tax year after FY 2025-26, the rate shall be adjusted by two percent (2%) annually or the California Consumer Price Index as published by the California State Board of Equalization for the local assessment roll, whichever is less. District costs will be limited to available special tax revenue and there will be no net County costs associated with this action.

The proposed expenditure plan (Enclosure) has been reviewed by County Counsel and aligns with all requirements for use.

Funding will be included in the District's FY 2025-26 Adopted Budget and will be included in future fiscal years' budgets, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Revenues generated by the special tax may be used for information technology systems; 911 communications, cell phone dispatch, and other communications technologies; adding and maintaining fire facilities, fire engines, helicopters, aircraft, life-saving tools and equipment, wildfire protection, emergency response tools and infrastructure; and hiring and training paramedics and firefighters. Revenues generated by the special tax shall not be used for unfunded workers' compensation or pension liabilities.

The District's Independent Citizens' Oversight Committee, established in 1997, shall provide an annual review of the special tax to ensure that the revenues generated by the special tax is expended only for the purposes specified and annually report the findings of its review to the Board and to the public.

Additionally, the Auditor-Controller will require a report to be prepared by an independent auditor and filed with the Board no later than December 31st of each year, stating the amount of special tax proceeds collected and expended and the status of all projects or description of any services or programs funded from proceeds of the special tax.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Ongoing financial challenges have prevented the District from investing in its infrastructure and equipment. The revenue generated by Measure E will allow the District to replace and repair fire stations and offices that are seismically unsafe, to replace vehicles, helicopters, and equipment that are past its service life, to purchase air operations capital assets, and to hire and train additional paramedics and firefighters. This will ensure that our residents and business owners continue to receive the highest quality of service while entrusted in our care.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office
Attention: Jennifer Camarena, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Jennifer.Camarena@fire.lacounty.gov

The Honorable Board of Supervisors
June 10, 2025
Page 4

The District's contact may be reached at (323) 267-7205.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:al

Enclosure

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

Consolidated Fire Protection District of Los Angeles County (District)
Proposed Measure E Expenditure Plan for FY 2025-26

Background: Measure E, a citizen's initiative, was placed on the November 2024 ballot for the voters' consideration as a solution to address the District's financial challenges. The measure imposes a special tax of six cents (\$0.06) per square foot of structural improvements, excluding the square footage of improvements used for parking, on all taxable improved parcels. The tax applies to the parcels located within the cities and unincorporated area of Los Angeles County served by the District and is expected to generate approximately **\$152 million** in revenue for Fiscal Year (FY) 2025-26. The measure was approved by the voters by 55.05%.

Revenues generated by the special tax will be expended by the District pursuant to an expenditure plan approved by the Board prior to June 30th of each year. The annual expenditure plan will include, but not be limited to the following priorities:

- (1) Hiring, training, and certifying additional firefighters and paramedics
- (2) Communications and Information Technology Systems
- (3) Facilities
- (4) Vehicles and aircraft
- (5) Life-saving rescue tools
- (6) Wildfire protection
- (7) Emergency response tools and infrastructure

Proposal: For FY 2025-26, the District will focus on the following items that align with the priorities listed above.

1. **Facilities:** The District's 261 facilities have an average age of over 50-years and have limited capacity to meet increasing demand for Fire, Paramedic, and Lifeguard service-delivery. As a result, the District plans on utilizing Measure E funds to replace Fire Stations 2, 8, 12, 17, and 22 over the next 5-years and to perform seismic retrofitting at Fire Stations 37, 38, 63, 70, and 78. All of the fire stations listed previously were deemed seismically unsafe based on assessments performed by AECOM (2018) and Johnson Fain (2019). The District also plans on utilizing Measure E funds to construct new fire stations to replace Fire Station 81 and to assist with the call volume of Fire Station 33 in Lancaster, our busiest station; to perform deferred facility maintenance; and to expand the current dispatch center to accommodate increasing call volume.

Estimated FY 2025-26 Budget: \$62.389 million

Supervisory Districts Impacted: **ALL**

2. **Vehicles and Apparatus:** The District has approximately 1,602 vehicles including 992 emergency vehicles and 610 non-emergency vehicles. The majority of the District's vehicles are approaching or over 20-years of age and are in need of replacement as the National Fire Protection Agency (NFPA) recommends a 15-to-20-year lifecycle for emergency vehicles. The District plans on utilizing \$17.206 million of Measure E funds to purchase vehicles and apparatus. This will supplement the District's annual allocation of \$13.888 million to the District's Vehicle Accumulated Capital Outlay (ACO) Fund, which will result in a total of \$31.094 million for vehicle replacement. The priorities are to replace antiquated emergency vehicles and to transition non-emergency vehicles to hybrid vehicles.

Estimated FY 2025-26 Budget: \$17.206 million

Supervisory Districts Impacted: **ALL**

3. **4-Person Staffing:** Although the NFPA standard is for fire agencies to have 4-person Engine Company staffing, the District currently uses both 3-person and 4-person Engines. As a result, the District plans on utilizing Measure E funds to convert 5 Engine Companies from 3-person to 4-person staffing with the eventual goal of converting all 163 engines to 4-person staffing. The identification of the first 5 Engine Companies to convert will be based on those with the highest call volume and emergency activity.

Estimated FY 2025-26 Budget: \$3.508 Million

Supervisory Districts Impacted: **ALL**

4. **Helicopter Replacement:** The District currently maintains a fleet of 8 water-dropping helicopters to combat fast-moving wildfires and to provide air medical transport. The District plans on utilizing Measure E funds to replace one of two Sikorsky Firehawks that are nearing 25 years of service.

Estimated FY 2025-26 Budget: \$41.500 Million

Supervisory Districts Impacted: **ALL**

5. **Air Operations:** The District's Air Operations currently operate from 2 locations: Barton Heliport and Van Nuys Airport. According to an assessment by Johnson Fain (2019), these facilities are undersized by approximately 60% with specific deficiencies in aircraft apron (tarmac) area, maintenance hangers, and hanger space to store aircraft. As a result, the District plans on utilizing Measure E to update and expand existing sites or to relocate to a new site to accommodate modern aircraft and provide a coordinated and rapid response with improved situational awareness over its operations during firefighting events.

Estimated FY 2025-26 Budget: \$10.000 Million

Supervisory District Impacted: **ALL**

6. **Communication & IT Equipment:** Due to ongoing financial challenges, the District has been unable to upgrade communication and information technology equipment for over a decade. As a result, the District plans on utilizing Measure E funds to supplement the ITIB funding received in 2023 for the Computer Aided Dispatch (CAD) replacement project; to replace Dispatch Console hardware that is over 7-years old; to upgrade, enhance, and strengthen emergency communication equipment; to purchase mobile routers for new District vehicles; and to begin repayment of Information Technology Infrastructure Fund loan to purchase and install 8,500 mobile radios.

Estimated FY 2025-26 Budget: \$6.339 million

Supervisory Districts Impacted: **ALL**

7. **Firefighting Equipment:** District operations often require the use of specialized fire fighting and emergency medical equipment that require replacement when it becomes obsolete and past its useful life. To ensure appropriation funding for equipment replacement, The District plans on setting aside Measure E funding annually for future replacement of the District's Self-Contained Breathing Apparatus (SCBA) and Cardiac Monitors/Defibrillators. The District's SCBAs were last replaced in 2022 and have a 10-year life span and the District's Cardiac Monitors/Defibrillators were last replaced in 2024 and have an 8-year life span. In addition, the District plans on utilizing Measure E funds to replace the District's Automatic External Defibrillators that allow fire fighters to immediately treat cardiac arrest patients.

Estimated FY 2025-26 Budget: \$11.058 million

Supervisory Districts Impacted: **ALL**

Future Items: Expenditure plans will be submitted for Board approval prior to June 30th of each year. Future expenditure plans will include continued replacement or repair of fire stations, air operations facilities, lifeguard facilities, training facilities, and logistics/support facilities (including Fire headquarters); additional IT infrastructure projects, including a new scheduling/timekeeping system for firefighters; expansion of the training division to support the training of new firefighters; and future replacement of additional helicopters, radios/communication equipment, and firefighting tools and equipment.