

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5612967

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 SAN MATEO

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

(\$43,086.00)

Forty-Three Thousand, Eighty-Six Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	13
Exhibit B	Budget Details and Payment Provisions for Reimbursements	1
Exhibit B-1	Rate Sheet	2
Exhibit C *	General Terms and Conditions	GTC 02/2025 *
Exhibit D	Special Terms and Conditions for Public Entity Agreements	15
Exhibit E	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3
Attachment 1	County Youthful Offender Camp Screening	4
Attachment 2	County Youthful Offender Camp Screening Camp Criteria Exemption Request	1
Attachment 3	Mental Health & Medical Information From Outside Agencies	3
Attachment 4	Referral Document	1
Attachment 5	County Youth Delivery Receipt	1

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

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

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

CONTRACTOR

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

COUNTY OF SAN MATEO

CONTRACTOR BUSINESS ADDRESS

222 Paul Scannell Drive

CITY

San Mateo

STATE

CA

ZIP

94402

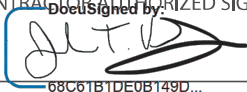
PRINTED NAME OF PERSON SIGNING

JOHN T. KEENE

TITLE

Chief Probation Officer

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by


DATE SIGNED

12/11/2025

STANDARD AGREEMENT

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STATE OF CALIFORNIA

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

9838 Old Placerville Road, Suite B

Sacramento

CA

95827

ROSLYN SKUNDBERG

Staff Services Manager I, Service Contracts Section

DATE SIGNED

EXEMPTION (If Applicable)

Exempt From DGS' Approval Per DGS Exemption Letter CDCR6.

By:

Date:

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

I. INTRODUCTION

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

The services shall be performed at:

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

DEFINITIONS

Basic Healthcare Services – Outpatient and periodic health evaluations; diagnostic laboratory for communicable diseases; preventative health services including immunizations; medications provided by the State to Youthful Offenders as part of a routine medical care, which shall not require administration by a nurse. Dental services will include routine annual assessments, requested by the Youth Offender.

CALFIRE – The California Department of Forestry and Fire Protection.

Day – Calendar day unless otherwise defined in this agreement.

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

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

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

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

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

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

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

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

II. TERM

The term of this Agreement shall commence upon approval by CDCR and shall remain in effect through June 30, 2028, unless a 30-day termination notice is submitted in writing to the other part by either the COUNTY or CDCR. This contract may be extended upon agreement between the two parties.

III. STANDARD CONDITIONS

A. Youthful Offender Housing

The CDCR shall house, supervise and provide training to male COUNTY Youthful Offenders, age 18 to age 25 , who are transferred to the Fire Camp pursuant to the terms and conditions of this Agreement. The CDCR agrees to make available, and the COUNTY agrees it may utilize beds at the Fire Camp.

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

B. Selection and Placement Process

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

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

The criteria for camp placement is as follows:

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

1. The COUNTY Youthful Offender has a release date no less than six (6) months and no more than seventy-two (72) months from the date of approval.
2. The COUNTY Youthful Offender is at least 18 years old.
3. The COUNTY Youthful Offender is under juvenile court jurisdiction.
4. The COUNTY Youthful Offender is free of any serious rule violations for the past sixty (60) days.
5. The COUNTY Youthful Offender has provided a DNA sample.
6. The COUNTY Youthful Offender possess a high school diploma or GED.
7. Active asthma requiring medical treatment or history of asthma which may result in medical treatment is not permitted due to firefighter work conditions.

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

A recommended best practice which CDCR utilizes:

A candidate who has in the past required bronchodilator, corticosteroid, or anti-inflammatory therapy (e.g., leukotriene, receptor antagonists, such as Montelukast) for asthma but who does not believe he/she has asthma shall be evaluated by a pulmonologist or other expert in asthmatic lung diseases, such as an allergist, to determine if the candidate meets all the following before being considered:

1. Asthma has **resolved** without symptoms off medications for 2 years.
2. Allergen avoidance or desensitization has been successful.
3. Spirometry demonstrates adequate reserve (FVC and FEV, greater than or equal to 90 percent) and no bronchodilator response measured off all bronchodilators on the day of testing.
4. Normal or negative response to provocative challenge testing [e.g., cold air, exercise, (12 METs), methacholine, histamine, mannitol, or hypertonic saline] or negative response to exercise challenge.

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

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

EXEMPTION REQUESTS

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

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

1. **A violent or serious offense as listed below:**
 - a.
 - Murder, First Degree
 - Murder, Second Degree

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

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

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

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

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

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

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

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

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

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

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

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

1. Minute Order or Judicial Council Form (JV-733) (one copy certified). The following information must be included:
 - a. Offense(s)
 - b. Disposition/Release date
 - c. Medication and authority to dispense, if applicable
 - d. Victim Information
 - e. Restitution balance
 - f. Two photos
2. Probation Report:
 - a. Summary of offense
 - b. Names and status of co-offenders
 - c. Performance on probation and violation(s), if applicable
 - d. Gang Information
 - e. Individual Rehabilitation Plan when required by Welfare and Institutions Code Section 875(d)(1)
3. County Youthful Offender Camp Screening, (Attachment 1)
4. County Youthful Offender Camp Criteria Exemption Request, if applicable (Attachment 2)
5. Mental Health and Medical Information from Outside Agencies, (Attachment 3)
6. Completed Referral Document, (Attachment 4)
7. Confidential envelope with victim(s) name and address

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

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

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

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

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

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

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

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

APPEAL PROCESS

COUNTY Youthful Offenders who are not accepted to Pine Grove Camp may appeal only if additional information that was not initially provided is available. Appeals must be submitted

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

within 30 days of the date of denial letter. Appeals will be reviewed and heard by the Division Director or designee or Camp Warden Hiring Authority

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

C. Transfer and Delivery of Youthful Offenders

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

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

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

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

D. Youthful Offender Work/Program Assignment Payment

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

E. Return of Youthful Offenders to COUNTY

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

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

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

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

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

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

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

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

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

IV. OPERATION OF CAMP

A. General Duties

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

B. Medical/Mental Health/Dental

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

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

The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases. The health care record created at the Fire Camp/CDCR is the property of the CDCR. A copy of applicable health records for health care delivered while the COUNTY Youthful Offender was housed at the Fire Camp shall be forwarded to the COUNTY when the COUNTY Youthful Offender is transferred from the Fire Camp. Release of information shall be conducted in accordance with CDCR regulations and policies and shall be subject to statutory limitations on disclosure, including but not limited to state privacy laws, provisions of the federal requirements imposed by HIPAA, and other federal privacy laws. Medical costs beyond basic healthcare services and dental care costs beyond routine, including but not limited to, medical costs and dental care costs, incurred prior to COUNTY Youthful Offender's return to COUNTY shall be the responsibility of the COUNTY. This does not include injury or illness covered under Workers' Compensation in accordance with Section III, Subsection D.

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

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

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

C. Death of a COUNTY Youthful Offender

In the event of the death of a COUNTY Youthful Offender, the CDCR shall immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Youthful Offender's file and medical records shall be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR. The CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY shall notify the designated next of kin of the deceased Youthful Offender, if any, as soon as practicable after death.

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

D. COUNTY Youthful Offender Work and Training

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

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

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

E. COUNTY Youthful Offender Programs

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

F. Religious Opportunity

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

G. Recreation, Packages and Canteen

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

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

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

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

H. Telephone

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

I. Clothing

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

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

J. Meals

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

K. Mail

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

L. Visitation

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

M. COUNTY Youthful Offender Property

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

N. COUNTY Youthful Offender Appeals

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

The CDCR shall address all COUNTY Youthful Offender grievances and appeals related to conditions of confinement and other CDCR decisions while the COUNTY Youthful Offender is

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

in CDCR placement. The CDCR shall retain final authority on appeal issues related to CDCR decisions and actions.

O. Access to Courts

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

Any court order to produce a COUNTY Youthful Offender that is presented to the COUNTY shall immediately be forwarded to the CDCR Headquarters for processing. The COUNTY is responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, CDCR may transport in accordance with Section III, Subsection C.

P. Youthful Offender Records and Progress Reports

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

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

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

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

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

Q. Transportation and Security

The CDCR shall provide security for the COUNTY Youthful Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere. The CDCR shall provide transportation and

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

transportation staffing consistent with CDCR regulations and policies to and from urgent and emergent medical care.

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

R. Escapes

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

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

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

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

S. Notification of Offender Incidents, Emergencies and Discipline

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

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

T. Earned Time/Good Time

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

U. Initial Intake and Annual Program Review

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

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

Upon notification of a court order for restitution by a COUNTY Youthful Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Youthful

County of San Mateo
California Department of Corrections and Rehabilitation
Scope of Work

Agreement Number C5612967
Exhibit A

Offender's trust account. All collected funds shall be remitted in accordance with CDCR regulations and policies.

W. Termination

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

X. Notices

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system or United States Mail, postage prepaid, at the addresses listed below, until written notice of change of address is received from either party. In addition, personal delivery of any notice may also be provided. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

Y. Invoicing and Payment

a.

1. The COUNTY shall pay directly to CDCR per Youthful Offender a per day rate of \$81.00 for each COUNTY Youthful Offender while in the required fire-fighting training up to 14 days.
2. Upon completion of the fire-fighting training, the COUNTY shall pay directly to CDCR a per Youthful Offender per day rate of \$10.00 for each COUNTY Youthful Offender housed at the CDCR Fire Camp.
3. The COUNTY shall reimburse CDCR expenses as set forth in this Agreement as a COUNTY cost reimbursement obligation.

b. The CDCR will submit an invoice based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement, with supporting documentation, to the County in arrears on a monthly basis within ten business days of month-end, although the failure to do so shall not negate the obligation of the COUNTY to pay such invoice for the preceding month's services.

c. Payments will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting Office below:

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

County of San Mateo
 California Department of Corrections and Rehabilitation
 Scope of Work

Agreement Number C5612967
 Exhibit A

Z. Contacts

Project Representatives during the terms of the Agreement will be:

<u>State Agency:</u> California Department of Corrections and Rehabilitation	<u>County:</u> San Mateo County Probation Department
<u>Name:</u> Elena Nieto DAI Region I 1940 Birkmont Dr Ranch Cordova CA 95742	<u>Name:</u> John T. Keene, Chief Probation Officer 222 Paul Scannell Drive San Mateo, CA 94402
<u>Phone:</u> 279-223-3603	<u>Phone:</u> 650-312-8963
<u>Email:</u> Elena.Nieto@CDCR.CA.GOV	<u>Email:</u> jkeene@smcgov.org

County of San Mateo
California Department of Corrections and Rehabilitation
Budget Details and Payment Provisions for Reimbursements
Rev. 12/2023

Agreement Number C5612967
Exhibit B

1. Invoicing and Payment (reimbursement contracts)

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

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

Pine Grove Youth Conservation Camp Services
Agreement Term: Upon Approval through June 30, 2028

County of San Mateo

HOUSING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
3	X	\$10	X	365	\$10,950.00	25/26
3	X	\$10	X	365	\$10,950.00	26/27
3	X	\$10	X	366	\$10,980.00	27/28
				Agreement total	\$32,880.00	

TRAINING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
3	X	\$81	X	14	\$3,402.00	25/26
3	X	\$81	X	14	\$3,402.00	26/27
3	X	\$81	X	14	\$3,402.00	27/28
				Agreement total	\$10,206.00	
*ESTIMATED AGREEMENT TOTAL:					\$43,086.00	

*Estimated number of youths offenders(s). The actual number may vary.

Agreement Term: Upon Approval, through June 30, 2028. This contract may be extended upon agreement between CDCR and the COUNTY.

PERFORMANCE MEASURE

Description	FY 2025-26 (estimated)	FY 2026-27 (estimated)	FY 2027-28 (estimated)
Number of youthful offenders enrolled in Pine Grove Youth Conservation Camp	3	3	3

HOUSING COSTS

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$10.00 per day, or any part thereof for each COUNTY Youthful Offender housed in a CDCR Fire Camp, and \$81.00 per day, or any part thereof, for each COUNTY Youthful Offender while in the required fire-fighting training up to 14 days at a CDCR Fire Camp. Such costs have 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 three (3) County Youthful Offender housed in CDCR Fire Camp is \$43,086.00.

County of San Mateo
California Department of Corrections and Rehabilitation
Rate Sheet

Agreement Number C5612967
Exhibit B-1

3. The numbers of days shown above are estimated. The total amount of camp costs may vary based on the number of County Youthful Offenders housed. The COUNTY is responsible to pay for each County Youthful Offender housed in CDCR Fire Camp.

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).

County of San Mateo
 California Department of Corrections and Rehabilitation
 Special Terms and Conditions for Public Entity Agreements
 Rev. 02/2025

Agreement Number C5612967
 Exhibit D

- 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;

County of San Mateo
 California Department of Corrections and Rehabilitation
 Special Terms and Conditions for Public Entity Agreements
 Rev. 02/2025

Agreement Number C5612967
 Exhibit D

- (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

County of San Mateo
California Department of Corrections and Rehabilitation
Special Terms and Conditions for Public Entity Agreements
Rev. 02/2025

Agreement Number C5612967
Exhibit D

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.

County of San Mateo
California Department of Corrections and Rehabilitation
Special Terms and Conditions for Public Entity Agreements
Rev. 02/2025

Agreement Number C5612967
Exhibit D

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.

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

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.

County of San Mateo
 California Department of Corrections and Rehabilitation
 CDCR 2301 PREA Policy Information for Volunteers and Contractors
 Rev. 12/2023

Agreement Number C5612967
 Exhibit E

- 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

County of San Mateo
 California Department of Corrections and Rehabilitation
 CDCR 2301 PREA Policy Information for Volunteers and Contractors
 Rev. 12/2023

Agreement Number C5612967
 Exhibit E

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part B

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