

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)



AGREEMENT NUMBER <b>18-00072</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**  
 CONTRACTOR'S NAME  
**COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER**
- The term of this Agreement is: **February 1, 2020** through **January 31, 2023**  
**or Upon Approval (whichever occurs later)**
- The maximum estimated amount of this Agreement **\$0.00**  
**Zero Dollars**
- 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.
 

Exhibit A – Project Summary	1 Page
Exhibit A-1 – Detailed Scope of Work	16 Pages
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	2 Pages
Attachment 1 – Programs	1 Page
Attachment 2 – List of Affiliate's Adult Institutions and Facilities	1 Page
Attachment 3 – Primary Laws, Rules, and Regulations	2 Pages
Attachment 4 – Non Redisclosure Agreement	2 Pages
Attachment 5 – Gate Clearance	1 Page

*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/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>County of Monterey on Behalf of Natividad Medical Center</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Gary R. Gray , CEO</b>		
ADDRESS <b>1441 Constitution Blvd. Salinas, CA 93913</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>California Department of Corrections and Rehabilitation</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Nicole Finch, Contract Services Manager</b>		
ADDRESS <b>California Correctional Health Care Services Acquisitions Management Section 8280 Longleaf Drive, Building D-2 Elk Grove, CA 95758</b>		

Exempt per: SCM 4.04, A2

**PROJECT SUMMARY**

1. Natividad Medical Center (hereafter “EDUCATIONAL ENTITY”), the California Department of Corrections and Rehabilitation (CDCR), and the California Correctional Health Care Services (CCHCS) (hereafter “AFFILIATE”), agree to provide mutually beneficial educational experiences and programs for TRAINEE(S) enrolled at Natividad Medical Center as listed on Attachment 1.
2. The project representatives during the term of this Agreement are below.

Direct all performance/scope of work questions to:

<b>State Agency</b>	<b>Contractor</b>
State Agency: California Correctional Health Care Services	Contractor: Natividad Medical Center
Name: Karen Freeman	Name: Kristen Aldrich, Contracts Manager
Phone: 916-691-0359	Phone: 831-783-2627
Fax:	Fax: 831-755-6315
Email: Karen.Freeman@cdcr.ca.gov	Email: AldrichK@natividad.com
	<b>Coordinator/Administrator</b>
	Name: Mary Lou Vazquez, Residency Coordinator
	Phone: 831-755-4201
	Email: VasquezML@natividad.com
	<b>Program Director</b>
	Name: Melissa Nothnagle, MD, Program Director
	Phone: 831-755-4201
	Email: NothnagleMB@natividad.com

Direct all contract inquiries to:

<b>State Agency</b>	<b>Contractor</b>
State Agency: California Correctional Health Care Services	Contractor: Natividad Medical Center
Section/Unit: Health Care Support Contracts	Section/Unit: Family Medicine Residency Program
Attention: Nahla Marmosh	Attention: Kristen Aldrich, Contracts Manager
Address: P.O. Box 588500, Suite D-2 Elk Grove, CA 95758	Address: 1441 Constitution Blvd. Salinas, CA 93912
Phone: 916-691-4803	Phone: 831-783-2627
Fax: 916-691-3941	Fax: 831-755-6315
Email: nahla.marmosh@cdcr.ca.gov	Email: AldrichK@natividad.com

3. EDUCATIONAL ENTITY agrees to provide services in the manner specified herein and as detailed in Exhibit A-1, Detailed Scope of Work.

**AFFILIATION AGREEMENT BETWEEN  
NATIVIDAD MEDICAL CENTER  
AND  
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**

THIS AFFILIATION AGREEMENT is made and entered into this first day of November, 2018, or upon approval, whichever occurs later, on behalf of NATIVIDAD MEDICAL CENTER, (hereafter "EDUCATIONAL ENTITY"), and California Correctional Health Care Services /California Department of Corrections and Rehabilitation (CDCR), (hereafter "AFFILIATE"), with reference to the following facts:

**WITNESSETH:**

**WHEREAS**, EDUCATIONAL ENTITY conducts approved and accredited applicable medical educational programs for trainees, defined as individuals who participate in a clinical or health sciences education rotation/preceptorship as part of their educational program and not in the capacity of a CDCR employee, hereafter collectively referred to as "TRAINEE(S)," and desires access to facilities in which its TRAINEE(S) can obtain broader clinical learning experiences; and

**WHEREAS**, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to TRAINEE(S) and desires to have said facilities so used; and

**WHEREAS**, EDUCATIONAL ENTITY assumes overall responsibility for the development and management of the programs, including any required accreditation requirements established by the applicable accreditation organization standards, as well as determine the adequacy of the educational experience of the TRAINEE(S) theoretical background, basic skill, professional ethics, attitude and behavior, and

**WHEREAS**, it is in the mutual interest and benefit of the parties that TRAINEE(S) obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements of the educational program's applicable ACCREDITATION ORGANIZATION(S) (listed on **Attachment 1**), hereafter collectively referred to as "ACCREDITATION ORGANIZATION(S)";

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

- I. **RESPONSIBILITIES OF EDUCATIONAL ENTITY** - EDUCATIONAL ENTITY agrees that it shall:
  - A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by EDUCATIONAL ENTITY and the applicable ACCREDITATION ORGANIZATION(S). Such goals and objectives shall reflect EDUCATIONAL ENTITY's commitment to providing the highest quality in education and training programs to TRAINEE(S). A list of EDUCATIONAL ENTITY's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Attachment 1**.
  - B. Ensure that its clinical experience programs provide appropriate supervision for all TRAINEE(S), as well as an educational rotation and training environment that are

consistent with proper patient care, the educational needs, physical and emotional well-being of TRAINEE(S), and the applicable requirements of the ACCREDITATION ORGANIZATION(S).

- C. Recruit and select TRAINEE(S) who are appropriately credentialed, licensed, or otherwise authorized to participate in EDUCATIONAL ENTITY clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").
- D. For each EDUCATIONAL ENTITY Program provided for under this Agreement, EDUCATIONAL ENTITY shall designate a member of EDUCATIONAL ENTITY's faculty to provide coordination, oversight and direction of TRAINEE(S) educational activities and rotation placement while at AFFILIATE's facilities, hereafter referred to as Program Director(s)." The Program Director(s) shall also act as liaison(s) with AFFILIATE.
- E. Cooperate with AFFILIATE in coordinating and reviewing educational rotation schedules of TRAINEE(S) while at AFFILIATE. The parties agree that such schedules shall reflect EDUCATIONAL ENTITY's educational mission and shall not be compromised by the reliance on TRAINEE(S) to fulfill institutional service obligations.
- F. Ensure, in cooperation with AFFILIATE, that TRAINEE(S) assume progressively increasing educational assignments according to their levels of education, ability and experience. EDUCATIONAL ENTITY shall determine the appropriate complexity of assignments provided to TRAINEE(S).
- G. Provide the names of TRAINEE(S) and their educational assignments, including start and end dates, to AFFILIATE sufficiently in advance to allow for convenient planning of educational rotation schedules.
- H. Develop and implement a mechanism for determining evaluation of the performance of TRAINEE(S).
- I. Maintain records and reports concerning the education of TRAINEE(S) and of TRAINEE(S) time spent in the various educational activities referred to in this Agreement, as may be required by EDUCATIONAL ENTITY, ACCREDITATION ORGANIZATION(S) and/or for compliance with the regulations, guidelines, and policies or orders of any State or Federal agency or tribunal.
- J. Require assigned TRAINEE(S) to:
  - 1. Comply with: AFFILIATE's applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE's policies, procedures and guidelines; State and Federal laws and regulations; the standards and regulations of The Joint Commission (TJC) and the ACCREDITATION ORGANIZATION(S).
  - 2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by EDUCATIONAL ENTITY, in activities and rotation placement that are of educational value and that are appropriate to the

course and scope of EDUCATIONAL ENTITY's Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATION(S).

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury.
  4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care TRAINEE(S) participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.
  5. Ensure that the TRAINEE(S) are up to date with the following, which shall be submitted to AFFILIATE upon request:
    - a. EDUCATIONAL ENTITY and Public Health county authority vaccination requirements.
    - b. Annual proof of negative tuberculosis testing by Purified Protein Derivative (PPD) skin test. Any TRAINEE who has a positive PPD skin test will be required to provide EDUCATIONAL ENTITY with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.
  6. Be professionally and appropriately dressed in clothing distinct from that worn by inmates at the AFFILIATE. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto AFFILIATE grounds, as this is inmate attire. The EDUCATIONAL ENTITY should contact the AFFILIATE regarding clothing restrictions prior to requiring access to the AFFILIATE to assure the TRAINEE(S) are in compliance.
  7. Upon AFFILIATE request, obtain signature from each TRAINEE to be assigned in the educational rotation on a Non Redisclosure Agreement (**Attachment 4**).
  8. Upon AFFILIATE request, obtain fingerprinting and clearance by the State through the Department of Justice, Bureau of Criminal Identification and Information.
  9. Signed Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates.
- K.** Upon request, provide AFFILIATE with a copy of EDUCATIONAL ENTITY's Corporate Compliance Program and Campus Code of Conduct, and assign an EDUCATIONAL ENTITY representative to work with AFFILIATE regarding any corporate compliance issues.
- L.** Monitor the clinical learning environment and will engage AFFILIATE in addressing negative influences in the learning environment where detected.

- M.** EDUCATIONAL ENTITY agrees to provide TRAINEE(S) the Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates, for TRAINEE(S) signature, so TRAINEE(S) shall be made aware of and shall abide by the laws, rules and regulations governing conduct in associating with prison inmates.
- N.** Will not have TRAINEE(S) at AFFILIATE who are ex-offenders on active parole or probation. Ex-offenders are defined as those who are required to register as a sex offender pursuant to Penal Code Section 290; have an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or any ex-felon in a position which provides direct supervision of parolees. Ex-offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for rotation placement by the EDUCATIONAL ENTITY subject to the following limitations: EDUCATIONAL ENTITY shall obtain the prior written approval for the rotation placement of any such ex-offender from the Authorized Administrator; and such ex-offender whose educational rotation will 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 AFFILIATE or EDUCATIONAL ENTITY.
- O.** Ensure TRAINEE(S) are cleared prior to providing services. The EDUCATIONAL ENTITY will be required to complete a Request for Gate Clearance (**Attachment 5**) for all TRAINEE(S) entering the facility a minimum of thirty (30) working days prior to commencement of TRAINEE(S) educational rotation. The Request for Gate Clearance must include the TRAINEE(S) name, social security number, valid State driver’s license number, State identification card number, or government issued Passport number and date of birth. Information shall be submitted to the AFFILIATE’s Program Coordinator or his/her designee. AFFILIATE uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System check. The check will include the Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check and Live Scan.

At any time, gate clearance may be denied for the following reasons, including, but not limited to: TRAINEE(S) presence in the institution presents a serious threat to security, TRAINEE(S) have been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or TRAINEE(S) have deliberately falsified his/her identity. TRAINEE(S) can also be denied gate clearance for any security incidents or crimes committed after gate clearance is initially granted. If EDUCATIONAL ENTITY learns of any security incidents or crimes committed by the TRAINEE(S) after gate clearance is issued, EDUCATIONAL ENTITY is required to notify AFFILIATE as soon as possible.

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

**II. RESPONSIBILITIES OF AFFILIATE - AFFILIATE agrees that it shall:**

- A.** Maintain adequate staff, facilities, and EDUCATIONAL ENTITY faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the EDUCATIONAL ENTITY's Program, and in a manner consistent with the standards and requirements established by EDUCATIONAL ENTITY and the applicable ACCREDITATION ORGANIZATION(S). A list of AFFILIATE's facilities that are provided for under this Agreement are herein attached as **Attachment 2**.
- B.** Structure clinical oversight schedules at AFFILIATE's facilities in a manner that assures the Program Director that faculty supervision is readily available to TRAINEE(S).
- C.** Provide teaching and oversight and develop systems to minimize the educational rotation schedules of TRAINEE(S) that is extraneous to their educational program(s). When applicable, this contract will also cover rotations in which TRAINEE(S) from the same educational program rotate in medical and mental health clinical settings as part as a collaboration with Medical Services and Mental Health.
- D.** Ensure that AFFILIATE preceptors who are providing clinical (appropriate medical or pharmacy as applicable) oversight to TRAINEE(S) at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed and/or licensed in compliance with applicable ACCREDITATION ORGANIZATION standards. Preceptors at AFFILIATE's facilities who oversee the TRAINEE(S) clinical educational rotation schedule shall do so under the ultimate direction of the EDUCATIONAL ENTITY's Program Director(s).
- E.** Cooperate with EDUCATIONAL ENTITY to ensure that TRAINEE(S) are provided the opportunity to assume progressively increasing and appropriate complexity of assignments in accordance with their levels of education, ability, and experience.
- F.** Conduct formal quality assurance programs and review patient complications and deaths as follows:
  - 1.** All TRAINEE(S) shall receive instruction in appropriate quality assurance/performance improvement. The extent possible and in conformance with State law, TRAINEE(S) shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.
  - 2.** AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of TRAINEE(S) and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.
- G.** Designate, in consultation with EDUCATIONAL ENTITY, an employee of AFFILIATE to coordinate TRAINEE(S) educational rotation schedules and

activities while at AFFILIATE's facilities, hereafter "Site Director(s)." The Site Director(s) shall also act as liaison(s) with EDUCATIONAL ENTITY. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to EDUCATIONAL ENTITY's Program Director(s).

- H.** Implement educational rotation schedules for TRAINEE(S) in conjunction with EDUCATIONAL ENTITY's Program Director(s) and in accordance with EDUCATIONAL ENTITY's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATION(S), as follows:
- 1.** AFFILIATE shall assist in promoting the Program's educational goals by supporting TRAINEE(S) learning objectives and avoid excessive reliance on TRAINEE(S) to fulfill institutional service obligations. The parties acknowledge and agree, however, that educational rotation hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that TRAINEE(S) are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.
  - 2.** AFFILIATE shall support and will not exceed TRAINEE(S) educational rotation hours in accordance with program and respective ACCREDITATION ORGANIZATION requirements. The structuring of educational rotation hours shall ensure a training environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of TRAINEE(S), and the applicable requirements of the Program.
- I.** AFFILIATE shall protect the health and safety of TRAINEE(S) on rotation at AFFILIATE's facilities by providing TRAINEE(S) with the following:
- 1.** Orientation including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
  - 2.** Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE's protocols for injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants;
  - 3.** First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEE(S) in the event of a needle stick injury to or other exposure of TRAINEE(S) to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immune-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control and the community's standard of care. The initial care and administration of testing and



prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

4. Information concerning availability of parking, meals, lockers, and appropriate access to break rooms and bathroom/shower facilities.
- J. Maintain its license as a health care facility as applicable and comply with all applicable laws, regulations, and applicable ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify EDUCATIONAL ENTITY within five (5) days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations.
- K. With respect to any professional services performed by TRAINEE(S) under this Agreement, AFFILIATE shall notify EDUCATIONAL ENTITY and its Program Director(s) as follows:
1. Immediately upon initiation of an investigation of a TRAINEE or EDUCATIONAL ENTITY faculty member;
  2. Within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a TRAINEE or EDUCATIONAL ENTITY faculty member;
  3. Upon receipt of a lawsuit or legal claim in which an EDUCATIONAL ENTITY faculty member or TRAINEE has been named;
  4. Within five (5) business days after receipt of information that AFFILIATE believes would require making a report to the National Data Bank or the applicable licensing Board of California in which an EDUCATIONAL ENTITY faculty member or TRAINEE is named; or
  5. Prior to making a report to the National Data Bank or the applicable licensing Board of California in which an EDUCATIONAL ENTITY faculty member or TRAINEE is named.
- L. Provide TRAINEE(S) access to:
1. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.
  2. An effective laboratory and radiologic information retrieval system appropriate for the conduct of the clinical experience programs and provision of quality and timely patient care.
  3. Appropriate security measures to protect TRAINEE(S) in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

- M.** Cooperate with and assist EDUCATIONAL ENTITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against a TRAINEE, EDUCATIONAL ENTITY faculty member and/or EDUCATIONAL ENTITY employee. EDUCATIONAL ENTITY shall be responsible for the discipline of TRAINEE(S), EDUCATIONAL ENTITY faculty members, and/or EDUCATIONAL ENTITY employees in accordance with EDUCATIONAL ENTITY's applicable policies and procedures. EDUCATIONAL ENTITY may, but need not, consult with AFFILIATE concerning any proposed disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with EDUCATIONAL ENTITY, to prohibit further attendance at AFFILIATE of any TRAINEE(S); provided, however, that affiliate will not take any action against TRAINEE(S) in an arbitrary or capricious manner. Upon such termination of TRAINEE(S) educational rotation, EDUCATIONAL ENTITY will use its best efforts to replace the terminated TRAINEE(S) with another TRAINEE(S) as soon as possible.

- N.** AFFILIATE shall not require any EDUCATIONAL ENTITY faculty or TRAINEE(S) to conduct his/her professional behavior in a manner that would contradict the requirements of EDUCATIONAL ENTITY's corporate compliance program.
- O.** Reserves the right to conduct a background check on TRAINEE(S) as the AFFILIATE deems necessary to ensure security at all facilities where TRAINEE(S) may be admitted. The AFFILIATE further reserves the right to terminate the Agreement should a threat to security be determined.
- P.** Enforce the following security regulations:
1. Unless otherwise directed by the entrance gate officer and/or AFFILIATE designee, TRAINEE(S) shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. TRAINEE(S) shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
  2. Any State owned equipment used by the TRAINEE(S) shall be self-secured by the TRAINEE(S) when not in use, by locking or other means unless specified otherwise.
  3. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and TRAINEE(S) must furnish keys to institutional authorities to access all locked areas on the worksite. The AFFILIATE shall in no way be responsible for EDUCATIONAL ENTITY's loss due to fire.
  4. Due to security procedures, the EDUCATIONAL ENTITY and TRAINEE(S) 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 EDUCATIONAL ENTITY.

5. TRAINEE(S) shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
6. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
7. TRAINEE(S) shall not unduly interfere with the operations of the institution.
8. No picketing is allowed on AFFILIATE property.

### III. **COMPENSATION**

There will be no compensation paid under this Agreement.

### IV. **INDEPENDENT CONTRACTOR**

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between EDUCATIONAL ENTITY and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither EDUCATIONAL ENTITY nor AFFILIATE hereto, nor any of their respective officers, directors, TRAINEE(S) or employees shall be construed to be the agent, employee or representative of the other.

EDUCATIONAL ENTITY and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies, and shall comply with all applicable Federal, State and Local laws and regulations.

### V. **STATUS OF TRAINEE(S)**

- A. During the period in which TRAINEE(S) are placed in an educational rotation at the AFFILIATE, the TRAINEE(S) shall be under the ultimate direction and control of the EDUCATIONAL ENTITY's Program Director or in the Program Director's absence, his/her designee(s).
- B. It is expressly agreed and understood by EDUCATIONAL ENTITY and AFFILIATE that TRAINEE(S) are present at the AFFILIATE's facilities to participate in training activities and educational rotation hours that are of educational value to TRAINEE(S), and that are appropriate to the course and scope of EDUCATIONAL ENTITY's Program and consistent applicable Program and ACCREDITATION ORGANIZATION(S) requirements.
- C. EDUCATIONAL ENTITY and AFFILIATE shall ensure that TRAINEE(S) have the opportunity to:
  1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.  
  
Participate in safe, effective, and compassionate patient care, under supervision commensurate and complexity of assignments to be provided

in accordance with their level of educational advancement and responsibility, as determined by EDUCATIONAL ENTITY.

2. Participate fully in the educational and scholarly activities of their Program and, as required, assume assignments for teaching and mentoring other TRAINEE(S).
3. Participate, as appropriate, in AFFILIATE Programs and medical/nursing staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.
4. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or patient care.
5. Submit to the EDUCATIONAL ENTITY's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

**VI. PRIMARY LAWS, RULES AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES**

EDUCATIONAL ENTITY agrees to provide TRAINEE(S) the Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates, for TRAINEE(S) signature, so TRAINEE(S) shall be made aware of and shall abide by the applicable laws, rules and regulations governing conduct in associating with prison inmates. (**Attachment 3**)

**VII. EDUCATIONAL ROTATION PLACEMENT OF TRAINEE(S)**

No educational rotation or placement of TRAINEE(S) can commence until after execution commencing on the date set forth in Article X TERM, and subject to the provisions in Section II above, EDUCATIONAL ENTITY may place TRAINEE(S) for rotation at AFFILIATE facilities.

**VIII. USE OF NAME**

The parties agree that any use of the EDUCATIONAL ENTITY or other similar references to the EDUCATIONAL ENTITY, its physicians or facilities, shall be subject to the prior written approval of the EDUCATIONAL ENTITY.

**IX. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY**

To the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

**X. TERM**

The term of this Agreement shall commence on **February 1, 2020** or upon approval, whichever occurs later, through **January 31, 2023**.

**XI. TERMINATION**

- A. Either party reserves the right to terminate this Agreement subject to thirty (30) days written notice to the other party.
- B. However, the Agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7, Termination for Cause).
- C. This Agreement may be suspended or cancelled without notice, at the option of the EDUCATIONAL ENTITY or the AFFILIATE, if the EDUCATIONAL ENTITY or AFFILIATES's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the EDUCATIONAL ENTITY is unable to render service as a result of any action by the governmental authority.

**XII. INSURANCE**

**EDUCATIONAL ENTITY**

- A. Professional Medical and Hospital Liability Insurance or Self-Insurance.

EDUCATIONAL ENTITY represents and warrants that it maintains comprehensive professional liability insurance or self-insurance for TRAINEE(S) for EDUCATIONAL ENTITY and its employed staff other than TRAINEES covered under its policy. EDUCATIONAL ENTITY shall carry health care entity comprehensive liability coverage with a minimum limit of one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) aggregate limit for EDUCATIONAL ENTITY and its employed staff other than TRAINEES covered under its policy. TRAINEES shall carry individual coverage of \$1 million (\$1,000,000) per claim and \$3 million (\$3,000,000) aggregate, which are sub-limits and are intended to be inclusive of EDUCATIONAL ENTITY's \$1 million and \$5 million limits. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then EDUCATIONAL ENTITY shall obtain extended (tail) coverage for the remainder of the three (3) year period. .

- B. General Liability Insurance or Self-Insurance.

EDUCATIONAL ENTITY represents and warrants that it maintains comprehensive or commercial form general liability or self-insurance for TRAINEE(S) and Program employees. EDUCATIONAL ENTITY shall carry general liability insurance or a self-insurance program with a minimum limit of one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) aggregate limits for EDUCATIONAL ENTITY and its employed staff other than TRAINEES covered under its policy. TRAINEES shall carry individual coverage of \$1 million (\$1,000,000) per claim and \$3 million (\$3,000,000) aggregate when insured under the EDUCATIONAL ENTITY's policy.

**C. Worker's Compensation Liability Insurance.**

EDUCATIONAL ENTITY represents and warrants that it maintains Worker's Compensation liability insurance with self-insured retention in amounts required by the State of California.

- D.** The coverage referred to in Section XII (B) above shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of EDUCATIONAL ENTITY, its officers, agents, and/or employees. EDUCATIONAL ENTITY upon execution of this Agreement shall furnish AFFILIATE with Certificates of Insurance evidencing compliance with all requirements.

**AFFILIATE**

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business.

**XIII. CONFIDENTIALITY OF HEALTH INFORMATION (HIPAA)**

AFFILIATE and EDUCATIONAL ENTITY agree that all CDCR 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.

By acceptance of this Agreement, EDUCATIONAL ENTITY is subject to all of the applicable requirements of the Federal regulations implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996; the Health Information Technology for Economic and Clinical Health Act - Public Law 111-005 (HITECH Act), the related privacy and security regulations at 45 CFR Parts 160 and 164; the California Government Code Section 11019.9; California Civil Code Section 56, et seq.; and California Civil Code Section 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

The parties acknowledge and agree as follows:

- A.** The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.
- B.** The educational partnership program described herein is part of EDUCATIONAL ENTITY's health care operations, as defined under HIPAA, including conducting training programs in which its students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers; training of non-health care professionals, accreditation, certification, licensing, or credentialing activities.

- C. EDUCATIONAL ENTITY and AFFILIATE are each covered entities as defined by HIPAA.
- D. EDUCATIONAL ENTITY and AFFILIATE may each disclose PHI to the other as minimally necessary to carry out EDUCATIONAL ENTITY's respective training and educational programs, as well as to meet the accreditation and credentialing requirements of both EDUCATIONAL ENTITY AND AFFILIATE.
- E. EDUCATIONAL ENTITY and AFFILIATE each represent to the other that all individuals participating in the activities under this Agreement who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and TRAINEES, will comply with HIPAA's Privacy and Security rules and have received training as required by HIPAA.
- F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of EDUCATIONAL ENTITY as EDUCATIONAL ENTITY's Business Associates, to access the PHI maintained by AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of EDUCATIONAL ENTITY.
- G. EDUCATIONAL ENTITY and AFFILIATE may use or disclose such PHI as is minimally necessary for the respective healthcare operations of the EDUCATIONAL ENTITY or AFFILIATE, as required or permitted by this Agreement or as required by law.
- H. Upon termination of this Agreement or participation by individual TRAINEES, EDUCATIONAL ENTITY, its TRAINEES, faculty or staff shall return or destroy all protected health information created on behalf of AFFILIATE.
- I. A violation of subsections D, E, F, G, or H herein are considered material terms and may trigger the right to terminate the Agreement for cause per section 14, Exhibit C, Right to Terminate.

#### **XIV. COOPERATION IN DISPOSITION OF CLAIMS**

AFFILIATE and EDUCATIONAL ENTITY agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and EDUCATIONAL ENTITY shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require

either AFFILIATE or EDUCATIONAL ENTITY to disclose any peer review documents, records of communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

**XV. PATIENT RECORDS**

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, EDUCATIONAL ENTITY shall be permitted to inspect and/or duplicate, at EDUCATIONAL ENTITY's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable Federal, State and local laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

**XVI. ARBITRATION AND INDEMNIFICATION**

- A.** In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure, Section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two (2) arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure, Sections 1285 and 1294.2.
- B.** By EDUCATIONAL ENTITY. EDUCATIONAL ENTITY shall defend, indemnify and hold AFFILIATE, AFFILIATE Physicians, its officers, employees and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by EDUCATIONAL ENTITY, EDUCATIONAL ENTITY Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of AFFILIATE, AFFILIATE Physicians, its officers, employees, agents, or sub-contractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for AFFILIATE. EDUCATIONAL ENTITY shall reimburse AFFILIATE for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which EDUCATIONAL ENTITY is obligated to indemnify, defend and hold harmless AFFILIATE under this Agreement.
- C.** By AFFILIATE. AFFILIATE shall defend, indemnify and hold EDUCATIONAL ENTITY, EDUCATIONAL ENTITY Physicians, its officers, employees, TRAINEE(S), and agents



harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by AFFILIATE, AFFILIATE Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of EDUCATIONAL ENTITY, EDUCATIONAL ENTITY Physicians, its officers, employees, TRAINEE(S), or agents. It is the intent of the parties to this Agreement to provide the broadest possible coverage for EDUCATIONAL ENTITY. AFFILIATE shall reimburse EDUCATIONAL ENTITY for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which AFFILIATE is obligated to indemnify, defend and hold harmless EDUCATIONAL ENTITY under this Agreement.

**XVII. INTERRUPTION OF SERVICE**

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence, exigency or contingency, legal or otherwise beyond its reasonable control, including, but not limited to acts of God, acts of war, terrorism, fire insurrection, labor disputes, riots earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

**XVIII. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

**XIX. WAIVER**

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

**XX. EXHIBITS AND ATTACHMENTS**

Any and all Exhibits and Attachments referenced on the STD 213 and attached hereto are incorporated herein by reference and made a part of this Agreement.

**XXI. MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and EDUCATIONAL ENTITY agree to amend this Agreement to the extent amendment is required by an applicable regulatory

authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

**XXII. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

**XXIII. NOTICES**

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO EDUCATIONAL ENTITY:                   Natividad Medical Center  
  Kristen Aldrich, Contracts Manager  
  1441 Constitution Blvd.  
  Salinas, CA 93912

TO AFFILIATE:                               California Correctional Health Care Services  
  Karen Freeman  
  P.O. BOX 588500  
  Elk Grove, CA 95758

**1. BLOOD BORNE PATHOGENS**

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

**2. DISCLOSURE**

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

**3. EXCISE TAX**

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**4. FORCE MAJEURE**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**5. PRISON RAPE ELIMINATION POLICY**

AFFILIATE is committed to providing a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment. This will be accomplished by maintaining a program to address education/prevention, detection, response, investigation, and tracking of these behaviors and to address successful community re-entry of the offender. AFFILIATE shall maintain a 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. All EDUCATIONAL ENTITY staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

**6. INSPECTION OF SERVICES**

Services performed by EDUCATIONAL ENTITY under this Agreement shall be subject to inspection by the AFFILIATE at any and all times during the performance thereof.

If the AFFILIATE's official conducting the inspection determines that the services performed by EDUCATIONAL ENTITY (and/or materials furnished in connection therewith) are not in accordance with the specification, AFFILIATE may, at its option, terminate the agreement.

**7. LIABILITY FOR LOSS AND DAMAGES**

Any damages by the EDUCATIONAL ENTITY or TRAINEE(S) to the AFFILIATE's facility including equipment, furniture, materials or other State property, excluding Normal wear and tear, will be repaired or replaced by the EDUCATIONAL ENTITY to the reasonable satisfaction of the State at no cost to the State. In the event that Educational Entity agrees in advance to a repair or replacement which involves cost, the State may, at its option, repair any such damage and invoice the EDUCATIONAL ENTITY for the cost thereof for the repairs (If applicable).

**8. LIABILITY FOR NONCONFORMING WORK**

The EDUCATIONAL ENTITY will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the EDUCATIONAL ENTITY's deadline, the EDUCATIONAL ENTITY will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, AFFILIATE, in its sole discretion, may use any reasonable means to cure the nonconformity.

**9. LICENSE AND PERMITS**

The EDUCATIONAL ENTITY shall be licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

**A.** If you are an EDUCATIONAL ENTITY located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted.

**B.** In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; EDUCATIONAL ENTITY agrees to provide AFFILIATE with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the EDUCATIONAL ENTITY fails to keep in effect at all times all required license(s) and permit(s), the AFFILIATE may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

**10. 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 California Department of Corrections and Rehabilitation is prohibited.

**LIST OF EDUCATIONAL PROGRAMS**

This Agreement includes the following Educational Entity Programs:

<b>Program Type</b>	<b>Educational Entity Program Title</b>	<b>Accreditation Organizations</b>	<b>Educational Entity Program Director Name/Title</b>	<b>Educational Entity Program Coordinator Name/Title</b>
Natividad Family Medicine Residency Program (MD)	Natividad Family Medicine Residency Program	Accreditation Council for Graduate Medical Education (ACGME)	Melissa Nothnagle, MD, Program Director	Mary Lou Vazquez, Residency Coordinator

**LIST OF AFFILIATE'S ADULT INSTITUTIONS AND FACILITIES**

<b>Institution/Location</b>	<b>Address</b>
ASP - Avenal State Prison	#1 Kings Way, Avenal, CA 93204
CAC - California City Correctional Facility	22844 Virginia Blvd., California City, CA 93505
CAL - Calipatria State Prison	7018 Blair Road, Calipatria, CA 92233
CCC - California Correctional Center	711-045 Center Rd, Susanville, CA 96127
CCI - California Correctional Institution	24900 Highway 202, Tehachapi, CA 93561
CCWF - Central California Women's Facility	23370 Road 22, Chowchilla, CA 93610
CEN - California State Prison - Centinela	2302 Brown Road, Imperial, CA 92251
CHCF - California Health Care Facility	7707 S. Austin Rd, Stockton, CA 95215
CIM - California Institution for Men	14902 Central Ave, Chino, CA 91710
CIW - California Institution for Women	16756 Chino-Corona Rd, Corona, CA 92880
CMC - California Men's Colony	Highway 1, San Luis Obispo, CA 93409
CMF - California Medical Facility	1600 California Dr, Vacaville, CA 95696
COR - California State Prison - Corcoran	4001 King Avenue, Corcoran, CA 93212
CRC - California Rehabilitation Center	5th Street & Western, Norco, CA 92860
CTF - Correctional Training Facility	Highway 101 North, Soledad, CA 93960
CVSP - Chuckawalla Valley State Prison	19025 Wiley's Well Rd, Blythe, CA 92225
DVI - Deuel Vocational Institution	23500 Kasson Road, Tracy, CA 95376
Facilities Building-Fresno	1320 E. Shaw Avenue #150, Fresno , CA 93710
Facilities Buildings- Elk Grove	9250, 9260, 9266, & 9272 Laguna Springs Drive, Elk Grove, CA 95758
Facilities Buildings- Elk Grove	8220, 8260, & 8280 Longleaf Drive, Elk Grove, CA 95758
Facilities Buildings-Bakersfield	5509 Young Street, Bakersfield, CA 93311
Facilities Buildings-Rancho Cucamonga	10350 Commerce Center Dr, Rancho Cucamonga, CA 91730
Facilities Buildings-Rancho Cucamonga	10308 N. Trademark Pkwy, Rancho Cucamonga, CA 91730
Facilities Buildings-Sacramento	8300 & 8301 Valdez Avenue, Sacramento, CA 95823
Facilities Buildings-Sacramento	8364 Rovana Circle, Sacramento, CA 95823
FSP - Folsom State Prison	300 Prison Road, Represa, CA 95671
HDSP - High Desert State Prison	475-750 Roce Canyon Rd, Susanville, CA 96127
ISP - Ironwood State Prison	19005 Wiley's Well Rd, Blythe, CA 92225
KVSP - Kern Valley State Prison	3000 West Cecil Avenue, Delano, CA 93216
LAC - California State Prison - LA County	44750 60th Street West, Lancaster, CA 93536
MCSP - Mule Creek State Prison	4001 Highway 104, Lone, CA 95640
NKSP - North Kern State Prison	2737 West Cecil Avenue, Delano, CA 93215
PBSP - Pelican Bay State Prison	5905 Lake Earl Drive, Crescent City, CA 95531
PVSP - Pleasant Valley State Prison	24863 West Jayne Avenue, Coalinga, CA 93210
RJD - Richard J. Donovan Correctional Facility	480 Alta Road, San Diego, CA 92179
SAC - California State Prison - Sacramento	Prison Road, Represa, CA 95671
SATF - CA Substance Abuse Treatment Facility and State Prison, Corcoran	900 Quebec Avenue, Corcoran, CA 93212
SCC - Sierra Conservation Center	5100 O'Byrnes Ferry Road, Jamestown, CA 95327
SOL - California State Prison - Solano	2100 Peabody Road, Vacaville, CA 95696
SQ - San Quentin State Prison	1 Main Street, San Quentin, CA 94964
SVSP - Salinas Valley State Prison	31625 Highway 101, Soledad, CA 93960
VSP - Valley State Prison	21633 Avenue 24, Chowchilla, CA 93610
WSP - Wasco State Prison - Reception Ctr	701 Scofield Avenue, Wasco, CA 93280

PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND  
ASSOCIATION WITH STATE PRISON INMATES

CDCR 181 (Rev 10/14)

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

1. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. 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 3283, 3285, 3289, 3292 and 3415

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

3. All persons entering onto institution/facility or camp grounds consent to a 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 or restrictions to visiting or facility access.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.

SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. 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, 3283 and 3289

6. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives,

alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292

7. It is illegal to give or take letters from prison inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

8. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.

SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383

9. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)

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

SOURCE: CCR, Title 15, Section 3261.5

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I HEREBY CERTIFY AND ACKNOWLEDGE I HAVE READ THE ABOVE AND FULLY UNDERSTAND THE IMPLICATIONS REGARDING MY CONDUCT AND ASSOCIATION WITH PRISON INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDC INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

VOLUNTEER/MEDIA/CONTRACTOR/GUEST	SIGNATURE	DATE SIGNED
NAME AND TITLE (Print)		

**DISTRIBUTION:** Original – Warden, Parole Administrator *and/or Designee*





**State of California  
California Correctional Health Care Services (CCHCS)**

**Non Redisclosure Agreement**

This Agreement is entered into this day \_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_ between CCHCS (Discloser) and \_\_\_\_\_, a TRAINEE in rotation (“TRAINEE”) through the \_\_\_\_\_”Affiliation Agreement.”

**WHEREAS** Discloser possesses certain information relating to CCHCS that is confidential and proprietary to Discloser (hereinafter referred to as “confidential information”); and

**WHEREAS** the TRAINEE is willing to receive disclosure of the confidential information pursuant to the Terms of this Agreement for the purpose of participating in educational rotations through their University Program at various CDCR/CCHCS locations through the above Affiliation Agreement;

**NOW THEREFORE**, in consideration for the mutual undertakings of the Discloser and the TRAINEE under the Affiliation Agreement, the TRAINEE understands and agrees to the following:

1. Disclosure. Discloser agrees to disclose and TRAINEE agrees to receive confidential information while participating in the TRAINEE rotations that are subject to the Affiliation Agreement.
2. Confidentiality. All TRAINEES will comply with all Federal and State privacy laws regarding personally identifiable information (“PII”) and protected health information (“PHI”). Entrance to any CDCR/CCHCS facility requires TRAINEE signature of this Non Redisclosure Agreement (NDA) before being admitted. Failure to sign the NDA is grounds for TRAINEE to be refused admission.
  - 2.1 **No Use**. TRAINEE agrees not to use the confidential information in any way, or to manufacture or test any content embodying confidential information, except for the purpose set forth above or by formal Contract, Memorandum of Understanding, Affiliation Agreement or Inter Agency Agreement.
  - 2.2 **No Disclosure**. TRAINEE agrees to abide by all Federal and State laws to prevent and protect the confidential information, or any part thereof, from disclosure to any person other than other TRAINEES, their clinical supervisors and/or their teachers/instructors, as clinically appropriate, within this Agreement or CDCR/CCHCS employees having a need for disclosure in connection with TRAINEE’s authorized use of the confidential information.
3. Limits on Confidential Information. Confidential information shall not be deemed proprietary and the TRAINEE shall have no obligation with respect to such information where the information:
  - 3.1. Was known to TRAINEE prior to receiving any of the confidential information from Discloser;



- 3.2. Has become publicly known through no wrongful act of TRAINEE or others;
  - 3.3. Was received by TRAINEE without breach of this Agreement from a third party without restriction as to the use and disclosure of the confidential information;
  - 3.4. Was independently developed by TRAINEE without use of the confidential information; or
  - 3.5. Was ordered to be publicly released by the requirement of an authorized government agency.
4. Ownership of Confidential Information. TRAINEE agrees that all confidential information shall remain the property of Discloser, and that Discloser may use such confidential information for any purpose without obligation to TRAINEE. Nothing contained herein shall be construed as granting or implying any transfer to TRAINEE of rights, patents, or other intellectual property protecting or relating to confidential information.
  5. Term and Termination. The obligations of this Agreement shall be continuing until the confidential information disclosed to TRAINEE is no longer confidential.
  6. Survival of Rights and Obligations. This Agreement is binding and enforceable to and by (a) the Discloser, its successors, and assignees; and (b) TRAINEE, its successors and assignees.

IN WITNESS WHEREOF, the TRAINEE and CCHCS have executed this Agreement effective as of the date above.

Signature: \_\_\_\_\_  
(TRAINEE)

Signature: \_\_\_\_\_  
(CCHCS Representative)

**CONFIDENTIAL**  
**GATE CLEARANCE**

**Date Submitted:**

The following will be required in order to submit and clear anyone for entry into CDCR Institution.

1. Gate Clearance Submission Time Requirements:  

<b>1-10</b> people - minimum <b>14</b> working days	<b>11-20</b> people - minimum <b>21</b> working days
<b>21-30</b> people - minimum <b>30</b> working days	<b>Over 30</b> people - <b>45</b> working days

  
**NOTE:** *Last minute entries will NOT be added to the gate clearances. NO EXCEPTIONS*
2. All clearances must have a beginning and end date. If there no end date is noted, clearance will be for the one date only.
3. All clearances must state the purpose for persons coming in (e.g., guest speaker, tutor, observing class, ministry, etc.)

**DATE(s) of VISIT:**

**TIME OF VISIT:**

#	NAME	DOB	DL# or PASSPORT #	STATE	SS#
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**ORGANIZATION:** N/A

**DESTINATION:**

**SPONSORING DEPT AT INSTITUTION:**

**ESCORT:**

**PURPOSE:**

**EQUIPMENT:**

**IN HOUSE CONTACT &PHONE#:**

**SUBMITTER'S CONTACT INFO** (*Email and Phone #*):

I certify that as the maker of this document, I will inform the person(s) appearing above of the necessary Primary Laws, Rules & Regulations, and assume responsibility for their conduct.

**Submitted By:**

**Reviewed By:**

**Approved By:**