

DIVISION OF ADMINISTRATIVE SERVICES
OFFICE OF BUSINESS SERVICES
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827



July 17, 2019

William F. Honsal, Sheriff
Humboldt County Sheriff's Office
826 4th Street
Eureka, CA 95501

Dear Sheriff Honsal:

AGREEMENT NUMBER: C5608863
**SERVICE: PELICAN BAY STATE PRISON MEMORANDUM OF UNDERSTANDING,
MUTUAL AID AGREEMENT**

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits. **This agreement is not valid unless, and until, approved by the Department of General Services (DGS), or under its authority, the California Department of Corrections and Rehabilitation (CDCR).** The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, a copy will be forwarded to you.

Please provide two (2) copies of the Standard Agreement (STD 213) dated and signed with an **original/wet signature** by an authorized representative.

Copies of the following documents must be returned to CDCR's Office of Business Services (OBS) before this Agreement can be sent to DGS for approval.

Certificate of Insurance

As required under the Insurance requirements provision in Exhibit D, CDCR Special Terms and Conditions for Public Entity Agreements:

- The Contractor is required to provide a Certificate of Insurance stating that there is Commercial General Liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The certificate of insurance must include the following provisions:

- **The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:**

**State of California
California Department of Corrections and Rehabilitation (CDCR)
Office of Business Services
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827**

- **The State of California, its officers, agents, employees and servants are hereby named as additional insured, but only with respect to work performed for the State of California.**
- **Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions:**
 - The Contractor shall submit proof of automobile liability insurance presently in effect with a minimum of \$1,000,000 per claim for bodily injury and property damage liability combined.
 - All self-insured public entities MUST provide proof of self-insurance as specified under the Agreement.
 - As required under the Workers' Compensation provision in the CDCR Special General Terms and Conditions of this Agreement, the Contractor shall furnish to the State evidence of valid Workers' Compensation coverage in the manner specified therein.
 - Have the insurance company place the language specified in the "Description of Operations/Locations/Vehicles, Special Items" section of the insurance certificate.

Contractor Certification Clauses

This Agreement does not include a hard copy of the Contractor Certification Clauses (CCC), which are incorporated by reference into the Agreement. The CCC may be downloaded from the Internet at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> and printed for your files. An original, signed copy of the CCC must be returned with the two signed STD 213s, the attached exhibits and any other requested documentation. Failure to submit a signed CCC will delay approval of this Agreement. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst at the telephone number listed in the last paragraph of the letter.

Board Resolution

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses.

OBS 1500 - Darfur Contracting Act

Pursuant to Public Contracting Code sections 10475-10478, contractor must provide a complete OBS 1500 – Darfur Contracting Act form.

All documentation must be returned to CDCR, OBS, at the following address:

California Department of Corrections and Rehabilitation
Office of Business Services
Attention: Lynnell Cuthbertson
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

If you have any questions or need assistance, do not hesitate to contact me at (916) 255-6162.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynnell Cuthbertson", with a large, stylized flourish at the end.

Lynnell Cuthbertson
Contract Analyst
Institution Service Contracts Unit 2
Contracts Management Branch

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C5608863

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

Humboldt County Sheriff's Office

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$0.00

Zero 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	Memorandum of Understanding	4
Exhibit A-1	Operational Area Map	1
Exhibit B	Prison Rape Elimination Policy – Volunteer/Contractor Information Sheet	2

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.)

Humboldt County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

826 4th Street

CITY

Eureka

STATE

CA

ZIP

95501

PRINTED NAME OF PERSON SIGNING

WILLIAM F. HONSAL

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

7/22/2019

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C5608863

PURCHASING AUTHORITY NUMBER (If Applicable)

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CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

KEVIN ARREDONDO

TITLE

Manager, Institution Service Contracts Unit #2

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval. Exempt from DGS approval per DGS Exemption Letter #4.

By:

Date:

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STD 213 (Rev. 03/2019)

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Humboldt County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

826 4th Street

CITY

Eureka

STATE

CA

ZIP

95501

PRINTED NAME OF PERSON SIGNING

WILLIAM F. HONSAL

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

7/22/19

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CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

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KEVIN ARREDONDO

TITLE

Manager, Institution Service Contracts Unit #2

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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EXEMPTION (If Applicable)

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By:

Date:



SUPPLEMENT GOVERNMENT PAYEE DATA RECORD FORM

Form to be completed by Government Entity.

FEDERAL STATE CITY COUNTY

AGENCY'S LEGAL NAME County of Humboldt - Sheriff's Office

DEPARTMENT Sheriffs

DIVISION

UNIT

FEIN 94-6000513

PHYSICAL ADDRESS

STREET 825 5th Street

CITY Eureka

STATE California

ZIP 95501

REMIT TO INFORMATION

(WHERE YOU WANT YOUR PAYMENT SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

AGENCY NAME

Humb. CO Sheriff's Office

STREET(P.O. Box)

826 4th Street - Ground Floor

CITY

EUREKA

STATE

CA

ZIP

95501

CONTACT INFORMATION

CONTACT PERSON

William F. Honsal

TITLE

Sheriff

PHONE

707 268-3618

FAX

PURCHASING INFORMATION

SERVICE TYPE OF SERVICE PROVIDED:

COMMODITY TYPE OF PRODUCT PROVIDED:

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
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For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

**MUTUAL AID AGREEMENT
THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
PELICAN BAY STATE PRISON
AND
HUMBOLDT COUNTY SHERIFF'S OFFICE**

This agreement shall be executed upon approval, in the State of California between the Humboldt County Sheriff's Office and the California Department of Corrections and Rehabilitation (CDCR), Pelican Bay State Prison (PBSP).

1. OBJECTIVES

The primary objective of this Mutual Aid Agreement (MAA) is to agree to share resources between the California Department of Corrections and Rehabilitation, Pelican Bay State Prison and the Humboldt County Sheriff's Office to prevent and combat the effect of disasters that may result from specific incidents, including fire, flood, earthquake, war, sabotage, and riot. Each of the parties hereto agree to voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including but not limited to security, rescue, relief, and communications in order to respond to problems that arise from the disaster. It is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local basis.

2. RESPONSE PLAN

A. Response Area Specifics

The response area covered under the general guidelines of this agreement is not to exceed the boundaries within the Operational Area (Refer to Exhibit A-1, Operational Area Map).

In the event resources are needed outside the local operational area, notification must be made to the responding party's Emergency Operations Coordinator to determine availability of requested resources.

B. Guidelines Governing Response

Upon request for mutual aid assistance, the responding law enforcement agency will send equipment, personnel, and other resources as available to the designated area within the Operational Area. The authority in charge of the assisting agency shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case.

The parties hereto agree not to call for assistance unless it is an emergency where the requesting law enforcement agency's existing resources have been significantly reduced by emergency responses. CDCR All- Hazards Emergency Operations Plan 131.

C. Resource Availability

In the event that resources are unavailable for response, notification shall be made to appropriate emergency operations centers and/or local agencies. Once resources are restored and available for response, notification shall be made to these same parties indicating resource availability.

D. Types of Responses Covered

Calls for public services, inspections, investigations, and responses that do not require immediate response by an emergency vehicle will not be part of this MAA.

The base premise of this agreement are that any specific resources requested for dispatch are available and in their assigned response area. If this is not the case at the time of the request, the resources dispatched by any agency will be the closest available resources.

E. Protective Clothing

It shall be the responsibility of the agency sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by California Code of Regulations (CCR), Title 8, Article 10.1, Section 3401-3410.

F. Communications Capabilities

It shall be the responsibility of the agency sending requested resources to ensure that responding personnel and equipment have communications capability.

Interoperability is defined as a Very High Frequency (VHF) high-band radio programmed as recommended by all parties in this agreement and will be attached to this agreement.

In the event that interoperable communications are not available, it is preferred that the responding agency provide an Agency Representative (equipped with responding agency radio communications) to the Incident Commander to facilitate required communications.

G. Dispatch

Any dispatch of equipment and personnel pursuant to this agreement is subject to the following condition: Any request for mutual aid shall be written or verbal and include a statement of the requested resources and the location of the response.

H. Control of Resources

Responding mutual aid units will come under the direction of the Incident Commander of the emergency through the responding agency coordinator.

Any use of force by responding agency personnel will be in accordance with the policies, procedures and training of that agency.132 CDCR All-Hazards Emergency Operations PI and 132.

I. Release of Resources

The Incident Commander will determine when to release the resources of the responding agencies. The responding agency, however, may be recalled by its police chief or sheriff or his/her designee, if in their opinion, a need exists for the responding party to render services within the agency's normal service area.

3. CIVIL RIGHTS

The extension of benefits under the provisions of this agreement shall be without discrimination as to age, handicap, race, creed, sex, or national origin.

4. NONDISCRIMINATION

The parties to this agreement shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI, Civil Rights Act of 1964 (42 U.S.C. 2000d – 2000d(6))
- b. Title IX, Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination on the basis of sex
- c. Section 504, Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disabilities and provides for 'reasonable accommodation' in hiring of persons with disabilities
- d. Older American Act of 1965, as amended (42 U.S.C. 3056 and 6101, et. seq.)
- e. USDA 9 AR, Title VI Implementation Regulations

5. AMENDMENTS

This agreement shall only be amended by written mutual consent of the parties hereto.

6. TERMINATION

This agreement shall remain in full effect until revised or updated by all parties. It shall be terminated by any of the parties hereto upon thirty (30) day notice, in writing, to all parties.

7. COMPENSATION

No party to this agreement will be required to pay any monetary compensation to any other party to this agreement for services rendered hereunder. The mutual advantage and protection afforded by this agreement shall be considered adequate compensation to all parties.

The party receiving aid will be responsible for providing supplies and material, such as gasoline, food, and water for on-site use of equipment and for personnel who are engaged in providing aid hereunder.

This agreement is intended to cover day-to-day mutual aid only, and shall not be in effect when the State of California, Master Mutual Aid Agreement becomes operative under a State of Emergency as declared by the Governor. CDCR All-Hazards Emergency Operations Plan 133.

8. INDEMNITY

Each party, in consideration of this agreement to provide emergency assistance, does waive any and all claims against the other party for damages or compensation for any loss, damage, personal injury, death, or any other matter occurring as a consequence of performance under this agreement.

Each party shall defend, indemnify, and hold the other harmless for any losses, claims, awards, penalties, or injuries (including death) incurred by any third party, including reasonable attorney's fees, arising out of or occurring with any action of the indemnifying party, its directors, officers, employees, or agents in performance of the duties of this agreement.

The parties hereto agree that the Pelican Bay State Prison and its peace officers shall not be considered an employee or agent of the City/County Law Enforcement agency in performance of this agreement. In addition, it is mutually agreed that the Pelican Bay State Prison peace officer personnel will not be used to replace or be used in lieu of City/County Law Enforcement personnel.

It is recognized that the interests herein are mutual and the agreement is in the interests of the common good of the general public, CDCR, and the parties hereto, and for strictly government purposes.

9. AGREEMENT SIGNATURES

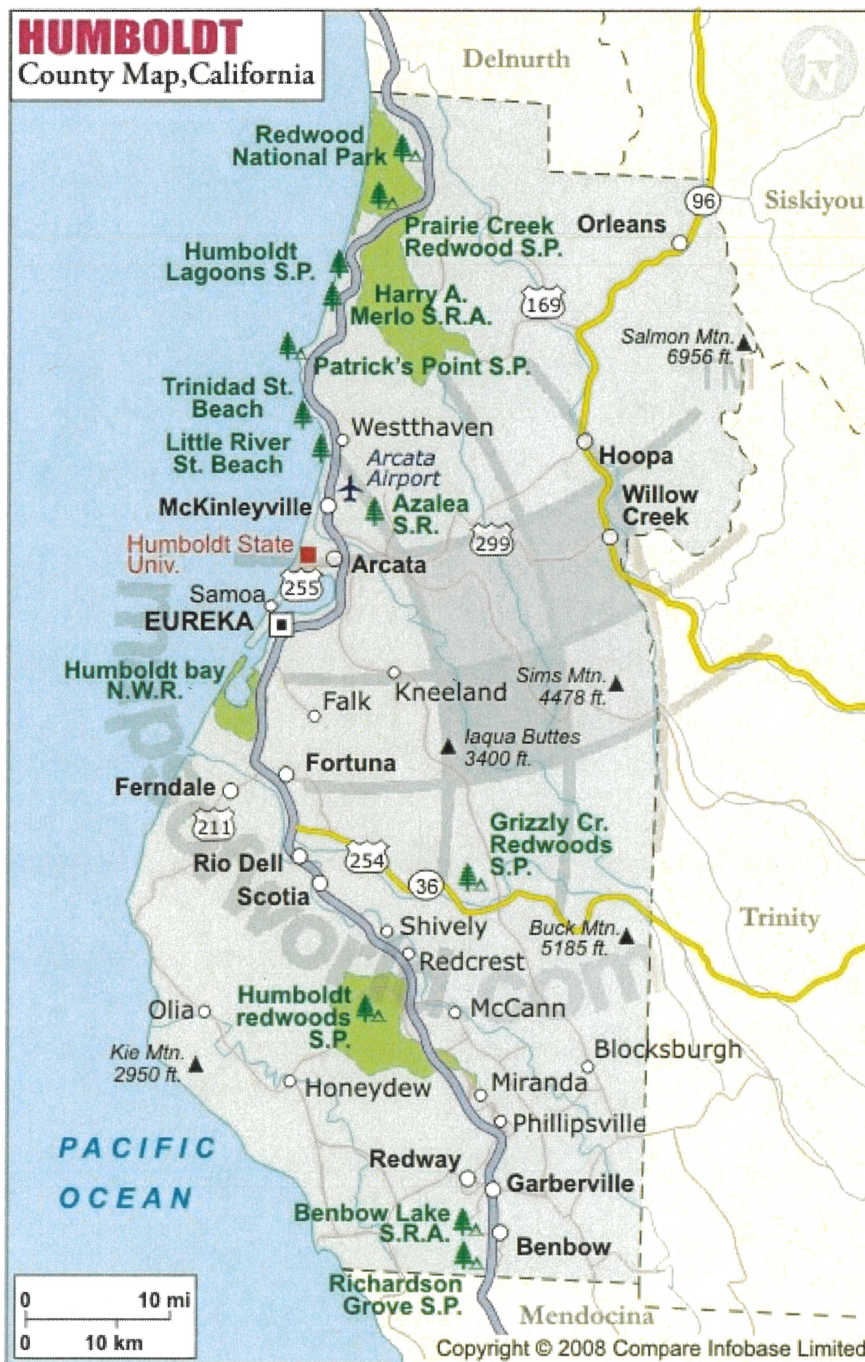
Jim Robertson, Warden
Pelican Bay State Prison

Date

William Honsal, Sheriff
Humboldt County Sheriff Department

Date

HUMBOLDT COUNTY AREA MAP



CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
PRISON RAPE ELIMINATION POLICY
Volunteer/Contractor Informational Sheet

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.

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.

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 will encompass: Abusive Sexual Contact, Nonconsensual Sex Acts, or Sexual Harassment by an Offender (towards an offender). The two remaining types of sexual offenses covered by PREA are Staff Sexual Misconduct 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 punishment.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

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

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

Preventative Measures

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

The following are ways in which you can help:

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

Detection

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

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

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim.

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