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|---------------------------------------|
| AGREEMENT NUMBER<br><b>5600006007</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  
**MONTEREY COUNTY PROBATION DEPARTMENT**
- The term of this Agreement is: **July 1, 2016** through **June 30, 2018**
- The maximum amount of this Agreement is: **\$ 648,000.00**  
**Six Hundred, Forty-Eight Thousand Dollars and Zero Cents**
- 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 – Scope of Work                                    | 16 Pages |
| Exhibit B – Budget Detail and Payment Provisions             | 2 Pages  |
| Exhibit B-1– Per Diem Rate Sheet                             | 1 Page   |
| Exhibit C* – General Terms and Conditions                    | GTC 610  |
| Exhibit D – Special Terms and Conditions for Public Entities | 13 Pages |
| Exhibit E – HIPPA-BAA  | 15 Pages |
| Exhibit F – PREA- Prison Rape Elimination Policy             | 2 Pages  |
| Exhibit G – ARMS Data Sharing Agreement                      | 13 Pages |
| Attachment 1 – Release of Information                        | 3 Pages  |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

|  |                          |   |
|--|--------------------------|---|
| <b>CONTRACTOR</b>  |                          | <i>California Department of General Services<br/>Use Only</i> |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br><b>MONTEREY COUNTY PROBATION DEPARTMENT</b> |                          |   |
| BY (Authorized Signature)<br>                                | DATE SIGNED(Do not type) |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br><b>MIKE DERR, Contracts/Purchasing Officer</b>   |                          |   |
| ADDRESS<br><b>20 E. Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901</b>   |                          |   |
| <b>STATE OF CALIFORNIA</b>   |                          |   |
| AGENCY NAME<br><b>CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION</b>  |                          | <input type="checkbox"/> Exempt per:                          |
| BY (Authorized Signature)<br>                                | DATE SIGNED(Do not type) |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br><b>BEDETH VICTORIOSO, Chief, Service Contracts Section</b>   |                          |   |
| ADDRESS<br><b>9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827</b>   |                          |   |

**MONTEREY COUNTY PROBATION DEPARTMENT  
DAY REPORTING CENTER**

**I. INTRODUCTION**

The Monterey County Probation Department (Contractor) agrees to provide the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP) an array of services to increase the success of at-risk parolees released from State prison. Services provided shall address criminality, substance abuse, and employability issues while reintegrating participants into their respective communities and family systems. The services listed in Section V., Program and service requirements, shall be provided onsite at the DRC located at 427 Pajaro Street, Suite 1, Salinas, California, 93901. The DRC shall serve parolees residing within Monterey County.

**II. CONTRACTOR RESPONSIBILITIES**

- A. The Contractor shall ensure that all employees providing services pursuant to this Agreement follow and adhere to all requirements of this Agreement as well as CDCR's rules and policies, including California Code of Regulations, Title 15, Division 3, which can be found at <http://www.oal.ca.gov/ccr.htm>.
- B. The Contractor shall have the ability to accommodate 30 parolee participants at any given time.
- C. The Contractor must maintain a zoning letter issued from the municipality where the DRC is sited indicating that the DRC is not in violation of any zoning requirements in the city where the DRC is sited, and that the municipality does not object to the services being provided at the DRC. The zoning letter shall be made available to CDCR upon request.
- D. The DRC facility shall be in compliance with the Americans with Disability Act (ADA) Title II of the ADA, 42 U.S.C., Section 1231.
- E. The Contractor shall contact local law enforcement and the Division of Adult Parole Operations (DAPO) when experiencing an urgent and emergent situation such as a bomb threat, active shooter, etc., in order to receive proper direction on lockdown and closure procedures at the DRC.
- F. The program shall be open nine (9) hours a day, Monday through Friday within the time frame of 7:00 A.M. - 9:00 P.M.; and Saturdays from 10:00 A.M. - 2:00 P.M., as determined by participant needs.
- G. Provide transportation for participants through the use of public (i.e., bus passes/tokens) and/or private transportation. If bus passes/tokens are provided, the Contractor shall create a bus pass/token logbook identifying the following: Participants name, and signature, CDCR number, date issued and reason the token was issued. Bus tokens shall not exceed (2) tokens per day unless otherwise described in the policies and procedures as to when a Participant is eligible for more than two (2) tokens per day.

Public transportation must be located within one-half mile walking distance of the DRC. Under no circumstances shall the Contractor provide monetary funds for transportation purposes.

- H. The Contractor shall maintain a security plan for the DRC which adequately ensures the security and safety of all participants. The security plan shall be maintained at the facility and made available to CDCR upon request.
- I. Conduct a risk and needs assessment, utilizing an instrument designed for use with a correctional population, for development of a Case Management Plan (CMP) for each participant.
- J. Develop a network of resources that benefit participants' progress about community reintegration, i.e., mental health services, housing assistance, working wardrobe, and participation in community service activities. Maintain positive relationships with local law enforcement agencies in addition to a relationship with Division of Adult Parole Operations (DAPO). The services provided through outside agencies shall be in addition to, not in place of, the program related activities and services as listed under Section V. Program and Service Requirements which are the core services to be provided by the Contractor.
- K. Coordinate data collection and evaluation efforts as requested by CDCR. The data to be collected shall include, at a minimum, participants' demographics and the services provided to the participants. The Contractor shall also work cooperatively with an outside evaluator to be selected by CDCR.
- L. Provide CDCR with all data collected within 30 days of Agreement expiration.
- M. Ensure staff availability for initial orientation and ongoing training pursuant to California laws and CDCR's rules, regulations, policies and procedures.
- N. Meet with the DRP Program Analyst or initiate a conference call, as often as necessary, but not less than, monthly, to review progress and performance. The reviews shall include, but not be limited to: assisting the Contractor in implementation, problem solving, and determining future performance objectives.
- O. Maintain communication between the Agent of Record (AOR) and participant on a regular basis to share information regarding parole-related activities and solicit participation in the progress of the CMP.
- P. The Contractor shall comply with CDCR's incident reporting protocols. These protocols shall be provided upon Agreement approval.
- Q. The Contractor shall provide wholesome refreshments and snacks for Participants during the course of the day including, but not limited to: fresh fruits and vegetables, warm cereal and/or deli-type sandwiches.

### **III ADMINISTRATIVE**

The Contractor is the organization that is identified on the Standard 204, *Payee Data Record*, on file with CDCR, and is directly responsible for delivery of services.

Services subcontracted, within the parameters of this agreement, to another provider(s) shall be in compliance with the California State Contracting Manual, Volume 1, Section 3.06.

A. Organizational and Administrative Experience and Knowledge

The Contractor's administrative experience shall include all administrative functions of a project; fiscal, accounting, budgeting, personnel, contract and/or grant management.

B. Organizational Structure

The Contractor shall maintain a written description and organizational chart that outlines the structure of authority, responsibility and accountability within the DRC and within the Contractor's organization. CDCR reserves the right to request a copy of the organization's charts at any time.

C. Records System

The Contractor shall maintain complete files on all participants. The files shall be located in a secure file storage area in an office at the DRC. The Contractor shall ensure that participants do not have access to these files. The Contractor shall fully adhere to all confidentiality requirements of alcohol and drug use client data, in accordance with the Code of Federal Regulations (CFR) governing "Confidentiality of Alcohol and Drug Abuse Patient Records" (42 CFR, Part 2).

D. Data Management

1. Under the "audit and evaluation" exception of 42 CFR 2.53, patient identifying information may be disclosed with either 1) a signed Parolee Release of Information (Attachment 1), 2) a review of records on program premises in order to carry out an audit or evaluation on behalf of a State agency providing financial assistance to the program.
2. It is the intent of CDCR to implement the Automated Reentry Management System (ARMS), a centralized data collection system. CDCR reserves the right to require the Contractor to utilize compatible computer hardware and/or software. Until such time when ARMS is implemented and operational, the Contractor shall adhere to the following data collections protocols:
  - a. The Contractor shall enter participant data into the system currently provided by CDCR that will be directly extracted to a central CDCR data repository. The Contractor shall have internet connectivity and a computer for daily entry. The Contractor shall have internet connectivity and a computer for daily entry. The Contractor shall review and approve the data on a monthly basis.
  - b. The Contractor shall maintain accurate written records and log activities in an automated tracking system compatible with CDCR Information Technology standards for program participation, indicating frequency and duration of services with beginning and ending dates.
  - c. Upon CDCR's approval, the Contractor and/or their subcontractor may use an already established system with the stipulation that it collects and produces a report containing all information required by CDCR.

- d. The Contractor shall electronically submit accurate monthly data to CDCR, via SFTP. Verified data reports shall be submitted by the 10<sup>th</sup> calendar day of the following month. Other reports shall be forwarded to the designated DRP Program Analyst(s) with the monthly invoice.
  - e. The Contractor shall identify a representative as a point of contact to address data quality and systems issues. In addition, the Contractor shall designate a primary and alternate staff responsible for data entry, reporting and data exporting.
3. At such time when ARMS is implemented and operational, the Contractor shall adhere to the following protocols:
- a. Community-based providers will only have access to data in ARMS that they input into ARMS unless the participants have signed a Release of Information (ROI) (Attachment 1). Community-based providers shall request that each participant sign the ROI if it is not already on file. Once the ROI is complete, relevant data within ARMS will be released so that community-based providers have the basis for improved continuity of care. It is the responsibility of the community-based provider to ensure data security, as outlined in the Data Sharing Agreement (Exhibit G).
  - b. Data Entry Requirements: CDCR will utilize inputted data to generate reports. Data entry is required daily. The ARMS allows authorized individuals to be identified as alternates in order to input data when the primary staff is not available. It is the responsibility of the community-based provider to ensure ongoing data accuracy. For technical assistance regarding ARMS, please email [ARMSRequests@cdcr.ca.gov](mailto:ARMSRequests@cdcr.ca.gov).
4. Prior to and after ARMS implementation and operation, the Contractor shall:
- a. Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to CDCR. These policies and procedures shall include an information security policy and a disaster recovery process.
  - b. Coordinate data collection and evaluation efforts as requested by CDCR. The data to be collected shall include, at a minimum, participant demographics, assessment, services provided to the participants and outcome measures. The Contractor shall work cooperatively with CDCR or designee to provide all data collected on participants.
  - c. Ensure all participants information, including but not limited to, assessments, CMP, participation notes and program source codes be provided to CDCR staff and designated CDCR contractors or evaluators upon request.
  - d. Participate in the evaluation of the program and assist CDCR and designated evaluators in information collections efforts and program analysis.

- e. Ensure the coordination of data collection, evaluation efforts and the submission of data and information, as requested and defined by CDCR.
- f. Be notified of data requirements, reporting timeframes and/or procedure changes 30 days before the effective date of the change. CDCR reserves the right to revise the data requirements and reporting timeframes under this contract to meet the needs of the Department, without processing an amendment.
- g. Ensure that prior to releasing or distributing and participant data, program information, or operation protocols, the Contractor will give CDCR 15 days advance notice of such a request and allow CDCR to review and approve.
- h. Provide all data collected to CDCR within 30 days of contract termination.

E. Participant Reports

The Contractor shall maintain a Daily Register/Count of Participation reflecting each participant in the program as of close of business of the preceding day. The Daily Register shall be maintained by the Contractor in support of the Count of Participation which shall be provided to CDCR on a weekly basis. The Contractor shall enter Count of Participation data, daily, into the designated database provided by CDCR.

F. Monthly Progress Reports

The Contractor shall submit monthly narrative progress reports detailing program activity for the previous month to the DRP Program Analyst on or before the 15<sup>th</sup> of each month. The format shall be provided by CDCR to the Contractor upon Agreement approval.

G. Program Accountability Reviews and Corrective Action Plans

1. CDCR staff shall conduct Program Accountability Reviews (PAR) to include a review of operations, custody/security, program management and building/grounds. PARs shall be conducted in order to verify that the Contractor/Subcontractor is in compliance with all applicable local, state and federal statutes, laws, regulations, ordinances, standards, contractual requirements and policy and procedures.
2. Within 30 days of the PAR, the Contractor shall receive a PAR report, which will include a Corrective Action Plan (CAP), if applicable, identifying areas of non-compliance.
3. Within 10 days of receiving the PAR report, the Contractor shall respond in writing with actions to be taken to correct the identified areas of non-compliance. Unless otherwise noted, any areas of non-compliance identified in the CAP are to be corrected within 30 days.
4. Should the Contractor/Subcontractor dispute any of the PAR findings an appeal may be filed in writing within 10 days of receipt of the PAR report. The first level of appeal is to the Chief of Community Reentry Services (CRS) and the second level of appeal is to the Director of DRP.

## V. PROGRAM AND SERVICE REQUIREMENTS

The Contractor shall ensure that assigned participants are continuously engaged in program related activities and services throughout each program day.

### A. Case Management Plan

The CMP shall target criminogenic needs and shall be the outline for the goals to be achieved by participants, and the services and activities necessary for each participant to successfully achieve those goals. The CMP is the casework plan that staff shall utilize to track the participants' progress and shall be updated weekly.

To determine what services and activities the CMP will require and include, an accurate risk and needs assessment shall be performed, utilizing an approved assessment tool for use with the correctional population. This assessment must identify those factors that led to criminal behavior and the contingency for re-offending, as well as those barriers to participants' ability to successfully reintegrate into their communities.

A copy of the assessment(s) shall be provided to the AOR or other CDCR designee upon request.

#### 1. Casework Team

The Casework Team shall be comprised of the Case Manager, Client Services Specialist, Program Specialist, and the participant. The Casework Team shall complete an assessment within seven days after the participant's arrival at the DRC and prior to any phase transition.

#### 2. Program Assessment

The Caseworker staff shall provide an initial assessment to participants referred to the program upon receipt of the CDCR Form 1502, *Activity Report*, from the AOR's. The assessment shall be documented by the Caseworker to include:

- a. Substance abuse history/education;
- b. Victim awareness training;
- c. Stress control training;
- d. Any outstanding legal/medical issues;
- e. Employment readiness, including provisions for obtaining identification and social security cards;
- f. Family and social concerns; and
- g. Educational/Literacy needs.

The assessment shall be documented, signed, and dated by the Caseworker and participant. The Caseworker shall note progress in the participant's case file on a weekly basis.

The Contractor shall complete the CMP in response to all outcomes of the individualized assessments and shall have a process in place for development, implementation, review, and revisions to each participant's plan.

B. Case Files

Case files must be retained for a minimum of three years following a participant's discharge from the program, and made available to CDCR upon request. The Contractor is responsible for ensuring case files are maintained according to the requirements of this Agreement.

**VI. PROGRAM COMPONENTS**

Each participant shall participate in a multiple-phase program that incorporates the results of the risk and needs assessment and program components identified in the participant's CMP:

- A. Orientation and Assessment;
- B. Case Management Plan;
- C. Check-In at the DRC as determined in the CMP;
- D. Breathalyzer Testing for Alcohol Use;
- E. Random Urinalysis Testing for Alcohol and Drug;
- F. Substance Abuse Education and Counseling;
- G. Anger Management;
- H. Criminal Thinking;
- I. Cognitive and Life Skills Development;
- J. Parenting and Family Reintegration;
- K. Community Service;
- L. Educational Services/GED Preparation;
- M. Budgeting and Money Management;
- N. Job Readiness and Job Search;
- O. Assistance and referral to other appropriate agencies, as needed (i.e., Affordable Care Act or medical insurance coverage, Social Security Insurance application, Driver's License or California Identification Card, General Assistance, Veteran Affairs, etc.);
- P. Discharge Planning; and
- Q. After-Care.

**VII. MEDICAL ENROLLMENT**

The Contractor shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for participants who did not apply for health care coverage while in prison; do not currently have health care coverage or have had their health care coverage suspended or terminated; or do not have the means to pay for health care coverage.

When any participant health-related problems occur and can interfere with the participant's ability to remain in the DRC, the Contractor shall notify DRP to determine the course of action. If the participant can remain at the PSC, the Contractor shall provide the participant adequate information to secure the necessary medical appointment and assist with transportation.

The Caseworker shall provide intake screening for participants that shall include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical



(e.g. substance use disorder and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.

Based upon the intake screening, participants shall be offered assistance to apply for health care coverage to include the Affordable Care Act, Medi-Cal, Retirement, Survivors, Disability Insurance/Supplemental Security Income, Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

## VIII. TREATMENT PHASES

### A. Phase I

Phase I shall focus on orientation, assessment, and treatment planning. Unless given prior approval by the AOR, participants shall report to the DRC five days per week, and engage in programming in accordance to their CMP. Length of stay in this phase of the program shall vary based on participant's attendance. On average, participants are assigned to Phase I for 30 to 45 days.

In Phase I, participants shall receive breathalyzer testing for alcohol use each time they check in at the DRC. Phase I participants are also required to participate in random urinalysis testing for alcohol and drugs at least once a week.

All positive Breathalyzer and Urinalysis test results shall be forwarded to the AOR within 24 hours.

### B. Phase II

Phase II shall focus on the delivery of services identified in the participant's CMP. Unless given prior approval by the AOR, participants shall report to the DRC a minimum of five days per week and engage in programming according to their CMP. Length of stay in Phase II of the program is dependent upon each participant's progress. On average, participants are in Phase II for three to four months, or until they have fulfilled requirements to progress to Phase III.

Group activities, which actively engage participants in confronting the individual values and behaviors contributing to their substance abuse and criminality, shall be small enough to promote participation and provide for the safety and security of the participants. Participation is to be recorded on group activity rosters. The participant to staff ratio shall not exceed 18:1.

Didactic groups, organized to provide facilitative and rehabilitative services, substance abuse counseling, and social and recreational activities, shall be small enough to promote learning and allow for positive interaction among the participants. Participation is to be recorded on group activity rosters.

During this phase eligible participants may be introduced to various community service options; i.e., speaking at schools regarding the consequences of drug use, or assisting in activities at a local community center.

Phase II participants shall continue to receive breathalyzer alcohol testing each time they check in at the DRC. Phase II participants are also required to take a random urinalysis drug test once every other week.

C. Phase III

Phase III shall focus on discharge planning, including the participant's After-Care Plan. Entering Phase III shall require that a participant complete Phase II.

Participants shall report to the DRC weekly on a case-by-case basis and shall engage in programming as determined by the individual needs assessment and CMP. Participants shall remain in Phase III until their discharge. The maximum time in all phases combined shall not exceed 180 days. Some parolee participants may be granted up to one (1) year from date of placement into the DRC program to complete specific programming needs. After completion of all treatment phases, parolee participants will be transferred to the After-Care Phase.

It is during this Phase that the participant must be gainfully employed or be a full-time student. An exception to this shall be participants eligible to receive Supplemental Security Income (SSI), or have other special needs as determined by the Contractor and the AOR.

Participants must continue to participate in breathalyzer alcohol testing when they enter the DRC and are subject to random urinalysis drug testing at least once per month.

D. After-Care Phase

The After-Care Phase of the program shall be for a period up to six months following Phase III completion. The After-Care Phase shall include attendance at 12-step groups, such as Alcoholics Anonymous or Narcotics Anonymous, attendance at evening or daytime groups at the DRC, continued community service for participants who are eligible, participation in an alumni group, or any other combination of activities that keep the participants engaged in positive and affirming activities. Participants shall meet with the After-Care caseworkers once per month during this period. The caseworker and participant shall review the participant's progress and any problems they may have encountered or currently experiencing. When participants come to the DRC for appointments, they are subject to breathalyzer alcohol tests and random urinalysis drug testing at least once every month.

**IX. FACILITY**

A. Smoke-Free Environment

Indoor smoking at the facility shall be prohibited in accordance with state law. "NO-SMOKING" signs shall be posted in all classrooms, designated visiting areas, hallways and in the main office of the facility in full view of participants, staff, and visitors.

B. Fire Evacuation Emergency Procedures

The Contractor shall have written procedures pertaining to fire prevention and safety requirements, which shall be posted in the main office of the DRC in full view of participants, staff and visitors. Additionally, the Contractor shall have written evacuation and emergency procedures to include the following instructions:

1. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
2. Alert notification and/or evacuation of all occupants;
3. Control and the extinguishing of fires; and
4. Evacuation routes and procedures.

The Contractor shall maintain certification of current fire safety inspections on site. The fire safety certification shall be made available to CDCR upon request.

C. Emergency Evacuation Training

All staff at the DRC shall be trained in the implementation of emergency procedures within 24 hours of their initial employment. All training shall be documented and maintained in staff files for compliance.

D. Posting of Emergency Evacuation Floor Plans

Clear, concise, and site-specific emergency evacuation floor plans shall be posted at every occupied location throughout the DRC. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

1. Evacuation diagram plan that identifies the "You Are Here" location that is compatible with the building floor plan;
2. Evacuation plans, which include the locations of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies, and
3. Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new participant upon arrival.

E. Smoke Detectors and Fire Extinguishers

The Contractor must provide operable and regularly tested smoke detectors and fire extinguishers in key locations. All tests shall be documented for compliance and maintained at the facility.

**X. PERFORMANCE MEASURES AND SERVICE DELIVERY COMPLIANCE**

A. Performance Measures

CDCR reserves the right to develop, institute, and regulate a series of program performance measures to monitor and enhance the DRC service delivery system components. CDCR reserves the right to implement these measures at any point during the duration of this Agreement.

B. Program Service Delivery Compliance

The Contractor shall:

1. Provide participants with programming and services according to the principles of evidence-based programming and as determined by individual risks and needs assessments;
2. Document participant's activities and identify to the AOR those participants requiring disciplinary actions;

3. Identify and track outcome measures for each of the program components and measure the progress of the participant against the goals in the participant's CMP.
4. Document programming, services, referrals, changes in risk and needs and progress for all participants on a weekly basis in the participants' CMP. The CMP shall document all program and services delivered, including the number of hours of participation in each area;
5. Monitor and report program utilization, and service participation weekly, in accordance with this Agreement;
6. Comply with all applicable rules and regulations regarding confidentiality and retention schedules of participant records and information; and
7. Employ professional, competent, skilled staff and have a plan for staff performance and disciplinary reporting. All staff shall satisfy requirements for security clearances, training, certification, and professional development as defined by CDCR's rules and regulations.

## **XI. PERSONNEL POLICIES AND PROCEDURES**

The Contractor shall provide the required key staff for the overall administration of the program in compliance with State and County rules, directives and evidence based practices. Contractor key staff positions and responsibilities are listed below; however, actual classification titles may vary. During all hours of operation, a minimum of two journey level staff are to be present at the DRC. The participant to staff ratio shall not exceed 18:1.

### **A. Key Staff Positions**

1. Facility Manager – Responsible for the overall operation of the DRC.
2. Case Managers – Provide supervision, education and treatment oversight of participants, coordinate participant progress and movement through the program, and maintain continual contact with CDCR.
3. Client Services Specialist – Ensure at least two staff persons at the DRC are alert, available and responsive to participants' needs.
4. Program Specialists – Provide treatment, consultation, education classes, employment assistance and direction, assessments, behavior change plans, and address other participant needs.

### **B. Recruiting, Screening, Security Clearances, and Hiring of All Employees**

Staff selection shall adhere to CDCR's rules, regulations, policy and procedures. All program staff shall be at least 18 years of age.

CDCR has the authority to immediately terminate this Agreement should a threat to security be identified.

Security Clearances:

1. CDCR shall ensure all current and potential Contractor staff, volunteers and any individual who will be in regular contact with the participants undergo a thorough security clearance (See Attachment 1), which shall include a Live Scan background check (See Attachment 1).
2. All Live Scan fees associated with the background check shall be borne by the Contractor or potential staff, volunteer, or individual.
3. Potential staff shall complete a Live Scan at a location approved by the Department of Justice (DOJ). The results shall be submitted to CDCR by DOJ.
4. CDCR shall review the Live Scan reports to ensure Contractor staff, volunteers and any individual who will be in regular contact with the participants meet all CDCR mandates and requirements.
5. CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate security clearances.
6. Criteria for denial or approval of security clearances include, but are not limited to, the following:
  - a. The Contractor shall not employ individuals required to register as a sex offender pursuant to PC 290.
  - b. The Contractor shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of PC Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses).
  - c. The Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation.
  - d. Contractor staff, volunteers and any individual who will be in regular contact with the participants shall not be on active parole or probation or under any structured supervision as a result of criminal conduct, except defined in Exhibit A, Section XI. B. 7. d.
7. Certain applicants, volunteers, and subcontractors will require DRP management review because of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. The DRP CRS Chief or designee, shall review the following ex-offenders on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with DRP participants:

- a. Ex-offenders that fall under Health and Safety Code Section 11590 and/or PC 457.1 shall have completed their registration requirements.
  - b. Ex-offenders with a conviction history involving a violent felony offense as defined by PC 667.5c
  - c. Ex-offenders with conviction history involving serious felony offenses as defined by PC 1192.7.
  - d. On a case-by-case basis, the Contractor or Subcontractor may hire ex-offenders who are on active parole or probation in good standing, as determined by DAPO; only after receiving written evidence the ex-offender graduated from California's In-Prison Offender Mentor Certification Program (OMCP), and having obtained an Alcohol and Other Drug (AOD) certification. Ex-offenders shall meet the criteria for certification and remain in good standing as an AOD counselor as specified in California Code of Regulations, Title 9, Section 13040 and as approved by a certifying organization pursuant to the California Code of Regulations, Title 9, Section 13035, by the California Department of Health Care Services (DHCS). Ex-offenders may not be both, hired by and be a participant in the same CDCR funded program. Continued employment under this section may be evaluated annually, or on an as-needed basis by CDCR.
8. Ex-Offenders are further subject to guidelines as identified in Exhibit D, Special Terms and Conditions for Public Entity Agreements.
  9. An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any business-related administrative function shall be fully bonded to cover any potential loss to the State or the Contractor. Evidence of the bond shall be supplied to DRP prior to employment of the ex-offender.

C. Staffing Plan

The Contractor shall develop and maintain a Staffing Plan which addresses their ability to maintain full staffing levels of all program components, the recruitment and selection process for new hires and the ability to staff the program at the level necessary to meet contractual obligations. The Staffing Plan must also address contingencies for staffing shortages or other operational emergencies.

The Staffing Plan shall be maintained throughout the term of this Agreement and updated annually, unless more frequent updates are requested by DRP. Revisions shall be made whenever a change in staffing demand occurs, subject to the approval of DRP.

The Staffing Plan shall be submitted to DRP upon the commencement of services.

D. Employment Practices

The Contractor shall develop and maintain policies related to employment practices in the areas of:

1. Work Hours;
2. Staff Benefits (e.g., vacation, sick leave, insurance, retirement, etc.);
3. Promotions;
4. Pay Increases; and
5. Hiring and Termination Conditions.

E. Employee Performance Evaluations

All Contractor employees shall be held to standards as determined through the County Human Resources Department.

F. Discrimination Clause and Sexual Harassment Policy

The Contractor shall have a written sexual harassment policy in compliance with State and Federal laws. The Contractor shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.

G. Nepotism Policy

The Contractor shall have a written policy on nepotism in compliance with CDCR's rules, regulations, policy, and procedures that prohibits direct supervision and work performance evaluations of immediate family members. Exceptions to this policy shall require written approval of a DRP Program Staff Services Manager II based on the Contractor's written request with supporting justification(s).

H. Fraternization Policy

The Contractor shall comply with CCR, Title 15, Section 3400, Familiarity, which prohibit employees from fraternizing with participants and their families.

I. Vacancies

Staff vacancies shall be brought to the immediate attention of the DRP Program Analyst. The Contractor may fill temporary vacancies internally by a temporary reassignment of existing qualified staff. A temporary vacancy is defined as a vacancy of less than 60 days. Vacancies in excess of 60 days require the immediate recruitment of new, qualified staff and must be filled within 90 days from the date of initial vacancy.

**III. CDCR RESPONSIBILITIES**

- A. Refer an adequate amount of at-risk parolees to the Contractor to ensure program goals and hours are achievable. Referrals to the program shall be made on a CDCR Form 1502, *Activity Report*. Referrals shall include registered sex offenders and serious and/or violent felons on parole.

- B. Assess a participant's criminogenic needs and generate a reentry case plan using the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) reentry assessment.
- C. Provide the COMPAS reentry case plan summary (when possible) and face sheets to the Contractor.
- D. DAPO will have the final decision-making authority regarding closures/lockdowns at the DRC in urgent and emergent situations such as bomb threats and active shooter(s).
- E. Promote communication between the AOR, Parole Unit(s), the Contractor, and the participants to share information regarding parole-related activities and progress of the CMP.
- F. Provide initial orientation to the Contractor staff pursuant to all state laws and CDCR's rules, regulations, policies and procedures.
- G. The AOR shall participate in the participant's progress through the phases of the program, and in development of the discharge plan for After-Care through case conferences with the Contractor.
- H. Meet or conference with the Contractor as often as necessary, but not less than monthly to review progress and performance. The reviews shall include, but are not limited to, assisting the Contractor in implementation, problem solving and determining future performance objectives.
- I. Maintain responsibility for supervision of participants.
- J. Review written responses to CAPs to determine whether the corrective actions to be taken by the Contractor address and correct the PAR finding(s).
- K. Schedule follow-up PARs to ensure compliance with CAPs.
- L. Process monthly invoices from the Contractor for reimbursement of services rendered.
- M. Monitor the Agreement for compliance.



**XII. CONTACT INFORMATION**

Billing/Payment Issues:

Headquarters Accounting Office

Phone No.: (916) 327-5443

Fax No.: (916) 445-2248

Scope of Work/Performance Issues:

Division of Rehabilitative Programs

Phone No.: (916) 323-0318

Fax No.: (916) 324-7789

General Contract Issues:

Office of Business Services

Phone No.: (916) 255-5624

Fax No.: (916) 255-6187

**1. Invoicing and Payment**

- A.** For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 and Exhibit B-2 Budget Proposals and made a part of this Agreement. Exhibit B-1 and Exhibit B-2 Budget Proposal shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- B.** Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below.
- C.** The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

California Department of Corrections and Rehabilitation (CDCR)  
ASB - Sacramento  
Attention: **Accounts Payable A**  
P.O. Box 187015  
Sacramento, CA 95818-7015

**For electronic submission, send invoices to:**  
**[APAContractInvoice@cdcr.ca.gov](mailto:APAContractInvoice@cdcr.ca.gov)**

**2. Budget Contingency Clause**

- A.** It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- B.** If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**4. Subcontractors**

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. City/County Rate Increase**

It is understood that the city/county may regulate some or all of the Contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the Contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

**Monterey County Probation Department  
 RATE SHEET**

| <b>Agreement Term : July 1, 2016 through June 30, 2018</b> |   |                       |   |                          |                     |             |
|--|---|-----------------------|---|--------------------------|---------------------|-------------|
| Participants<br>(estimated)                                |   | Per Day<br>(per diem) |   | # of Days<br>(estimated) | Total               | Fiscal Year |
| 30   | X | \$30.00               | X | 360                      | \$324,000.00        | 16/17       |
| 30   | X | \$30.00               | X | 360                      | \$324,000.00        | 17/18       |
|  |   |                       |   | <b>Agreement total</b>   | <b>\$648,000.00</b> |             |

The total amount of this Agreement shall not exceed **\$648,000.00**

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

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

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

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

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

**2. Confidentiality of Information**

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

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

**3. Confidentiality of Data**

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

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of

this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

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

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

**4. Accounting Principles**

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

**5. Taxes**

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

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

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

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

**7. Contract Suspension**

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

**8. Extension of Term**

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

**9. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**10. Subcontracting**

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

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

**11. Subcontractor/Consultant Information**

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

**12. Liability for Nonconforming Work**

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

**13. Temporary Nonperformance**

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

**14. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

**15. Employment of Ex-Offenders**

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

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

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

**16. Conflict of Interest**

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



**a. Contractors and Their Employees**

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

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

**b. Current State Employees**

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

**c. Former State Employees**

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

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

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

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

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

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

**17. Travel**

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

**18. Notification of Personnel Changes**

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

**19. Security Clearance/Fingerprinting**

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

**20. Computer Software**

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

**21. Expendable Equipment**

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

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

**22. Electronic Waste Recycling**

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

**23. Audit Reports**

Local governmental entities shall submit, to the CDCR two (2) copies of the required audit report within thirty (30) calendar days after the completion of the audit, but no later than nine (9) months after the end of the audit period.

Local governmental entities shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller’s Office. Said reports are to be submitted to the following address:

State Controller  
Division of Audits  
300 Capitol Mall, Fifth Floor  
Sacramento, CA 95814

**24. Liability for Loss and Damages**

Any damages by the Contractor to the State’s facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such

damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**25. Disclosure**

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

**26. Workers' Compensation**

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

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

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

**27. Insurance Requirements**

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

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage

required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

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

General Liability  
Non-Medical Professional Liability  
Automobile Insurance

### **28. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

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

### **29. Blood borne Pathogens**

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

### **30. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

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

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

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

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

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

- f. Encouraging and/or assisting prison 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 or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

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

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

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

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

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

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. 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. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

### **31. Clothing Restrictions**

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

### **32. Tobacco-Free Environment**

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

### **33. Prison Rape Elimination Policy**

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

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

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

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

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

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

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

#### **34. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.



- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

**35. Gate Clearance**

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

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

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

## **BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

### **Parolee Day Reporting Center**

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

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

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

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

### **ARTICLE 1 DEFINITIONS**

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

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

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

## ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
  - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
  - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
  - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
  - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
  - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
  - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties

engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

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

2.3 Specific Use and Disclosure Provisions.

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

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

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

2.6 Policy and Procedure Review.

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

### **ARTICLE 3 SECURITY**

#### **3.1 Government Healthcare Program Representations.**

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

#### **3.2 Security Procedures.**

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

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

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



**ARTICLE 4**  
**EXCHANGE OF STANDARD TRANSMISSIONS**

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

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

#### 4.5 Confidential And Proprietary Information

##### (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall

not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

## **ARTICLE 5 MISCELLANEOUS**

### 5.1 Indemnification.

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

### 5.2 Term and Termination.

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

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

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

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

(c) Effect of Termination.

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

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

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

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

2. Informal Appeal

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

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

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

5.4 Injunctive Relief.

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

5.5 Regulatory References.

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

5.6 Amendment.

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

5.7 Survival.

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

5.8 Limitation of Damages.

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

5.9 Interpretation.

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

5.10 Third Party Beneficiary

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

5.11 Notices

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

Business Associate:

County of Monterey  
Steve Mauck, Risk Manager  
20 East Alisal Street, Second Floor  
Salina, CA 93901

Telephone: (831) 796-3006

Covered Entity:

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

Telephone: (916) 327-1842

Facsimile: (916) 327-0545



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

STATE OF CALIFORNIA —DEPARTMENT OF CORRECTIONS AND REHABILITATION

EDMUND G. BROWN, GOVERNOR

**ARMS DATA SHARING SECURITY AGREEMENT**



**FOR OFFICIAL USE ONLY**

**AUTOMATED REENTRY MANAGEMENT SYSTEM  
(ARMS)  
DATA SHARING AGREEMENT**

**Between**

**THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND  
REHABILITATION**

**and**

**MONTEREY COUNTY PROBATION DEPARTMENT**

**for**

**COMMUNITY AND REENTRY SERVICES**

*August 21, 2015*

**FOR OFFICIAL USE ONLY**

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Version 1.0 June 2015

**ARMS DATA SHARING SECURITY AGREEMENT**



Agreement is made at Sacramento California on August 21, 2015, between the California Department of Corrections (CDCR) and Monterey County Probation Department (Provider) to deliver Provider access to and use of the Automated Reentry Management System (ARMS) developed by CDCR.

This ARMS Data Sharing Agreement (DSA) is an attachment to an initial or existing agreement (Contract #5600004186) between CDCR and **PROVIDER** dated April 16, 2014.

**1.0.** This ARMS DSA is entered into by and between the Administrators of the CDCR and Provider to establish the content, use, and protection of data described below (ARMS Data) needed by Provider to support the contracted service, whether such data is provided by CDCR or collected by Provider on behalf of CDCR.

**2.0.** The ARMS closes a significant gap in information for offenders treated with rehabilitation programming by contracted providers. While ARMS will accumulate significant data, the data will need to be shared with other stakeholders throughout the rehabilitation process to ensure the process of rehabilitation is effective. The concept of operations within ARMS includes security and protection for Personal Health Information (PHI) and Personally Identifiable Information (PII). The data in ARMS has been classified as Moderate according to Federal Information Processing Standard (FIPS) Publication 199 Standards for Security Categorization of Federal Information and Information Systems. and the ARMS solution has been contracted to provide Federal Risk and Authorization Management Program (FedRAMP) standards for technical implementation to protect information maintained in the "Cloud."

**3.0.** In order to ensure the security of the ARMS Data the Provider agrees to permit CDCR or its authorized representatives to make online at any time, or onsite inspections during regular business hours, for the purpose of conducting program and/or performance audits to ensure Provider is preserving the security of CDCR electronic data. CDCR is authorized to investigate reports of Provider misuse of electronic data. During such security audit or investigation, Provider shall comply with CDCR requests in providing access to its employees, together with records, books and correspondence, hardware and/or electronic files, and other documentation or media of every kind directly related to this ARMS DSA that are necessary for CDCR to carry out such security audit and investigation.

**4.0.** ARMS Data includes each of the types of information listed below. For purposes of this ARMS DSA the following definitions apply:

- a. Public Information (PI) – information maintained by CDCR that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable state or federal laws (SAM §5320.5).
- b. Confidential Information (CI) – information maintained by CDCR that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable state or federal laws (SAM §5320.5).

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- c. High Risk Confidential Information (HRCI) - Non-public information that if disclosed could result in a significant harm (including financial, legal, risk to life and safety or reputational damage) to the CDCR or individual(s) if compromised through alternation, corruption, loss, misuse, or unauthorized disclosure. Examples of HRCI include, but are not limited to, information such as the following:
  - i. Personally identifiable information such as a person's name in conjunction with a person's social security, credit or debit card information, individual financial account, driver's license number, state ID number, or passport number, or a name in conjunction with biometric information;
  - ii. Personal health information such as any information about health status, provisions of health care, or payment for health care information as protected under the Health Insurance and Portability Act of 1996;
  - iii. Correctional Offender Record Information as defined in California PC §§ 13100-13104;
  - iv. All IT infrastructure information that would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of a public agency, including but not limited to firewall and router configurations, server names, IP addresses, and other system configurations;
  - v. Any Document which contains information identifying any Confidential Informant, or information provided, as defined in CCR Title 15, Section 3321;
  - vi. Any documentation of information which contains information or data within any Gang Data Base as defined in Operations Manual (DOM) Section(s) 52070.22 through 52070.24;
  - vii. Records of investigations, intelligence information, or security procedures as specified in the PRA Section 6254(f).
- d. Sensitive Information (SI) – information maintained by CDCR that requires a higher than normal assurance of accuracy and completeness. Thus the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of financial transactions and regulatory actions.
- e. Protected Health Information (PHI): Protected health information is defined as any information, in any form, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that can be used to identify an individual.
  - i. Alcohol and Drug Abuse Patient Records as defined in Code of Federal Regulations (CFR) Title 42, Part 2.
- f. Personally Identifiable Information (PII): any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**ARMS DATA SHARING SECURITY AGREEMENT**



- g. Family Education Rights and Privacy Act (FERPA): schools must have written permission from the parent or eligible student in order to release any information from a student's education record except where authorized under 34 CFR § 99.31.
- h. Criminal Offender Record Information (CORI) means records and data compiled by criminal justice agencies for purposes of identifying criminal offenders; and maintaining for each offender a summary of arrests, pretrial proceedings, nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release. Such information shall be restricted to that which is recorded as the result of an arrest, detention, or other initiation of criminal proceedings or of any consequent proceedings related thereto. It shall be understood to include, where appropriate, such items for each person arrested as the following:
  - i. Personal identification.
  - ii. The fact, date, and arrest charge; whether the individual was subsequently released and, if so, by what authority and upon what terms.
  - iii. The fact, date, and results of any pretrial proceedings.
  - iv. The fact, date, and results of any trial or proceeding, including any sentence or penalty.
  - v. The fact, date, and results of any direct or collateral review of that trial or proceeding; the period and place of any confinement, including admission, release; and, where appropriate, readmission and rerelease dates.
  - vi. The fact, date, and results of any release proceedings.
  - vii. The fact, date, and authority of any act of pardon or clemency.
  - viii. The fact and date of any formal termination to the criminal justice process as to that charge or conviction.
    - a) The fact, date, and results of any proceeding revoking probation or parole.

CORI shall not include intelligence, analytical, and investigative reports and files, nor statistical records and reports in which individuals are not identified and from which their identities are not ascertainable.

- i. Authorized Persons means (i) Authorized Employees; and (ii) Provider's contractors, agents, outsourcers, and auditors as disclosed as part of the initial contract Agreement with CDCR who have a need to know or otherwise access HRCI, PII, PHI, FERPA, or CORI to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect HRCI, PII, PHI, FERPA, or CORI in accordance with the terms and conditions of this ARMS DSA.
- j. Security Breach means [(i)] any act or omission that materially compromises either the security, confidentiality or integrity of ARMS Data or the physical, technical, administrative or organizational safeguards put in place by Provider (or any Authorized Persons) that relate to the protection of the security, confidentiality or integrity of personal information, or (ii) receipt of a complaint in relation to the privacy practices of Provider (or any Authorized Persons) or a breach or alleged breach of this Agreement relating to such privacy practices.

**5.0. Period of Agreement**

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The period of this ARMS DSA shall be in effect for the time Provider is on contract to provide rehabilitation services with CDCR and making use of the CDCR ARMS Software as a Service (SaaS) solution, unless earlier terminated by 30-day written notice by either organization. The ARMS DSA is to be reviewed not less than every three years from the date of this ARMS DSA coordinated by the CDCR Information Security Officer (ISO). In the absence of this ARMS DSA, Provider may be prevented from retaining a contract for services.

**6.0. Intended Use of ARMS Data**

By this Agreement CDCR has appointed Provider as a licensed user organization of ARMS and ARMS Data. ARMS Data will be uploaded into ARMS from various California Department of Corrections and Rehabilitation systems for the purpose of ensuring contracted providers in ARMS have data necessary to make continuity of care decisions. Provider is granted permission for the use of the ARMS Data and is a caretaker or custodian of the ARMS data.

**7.0. Constraints on Use of ARMS Data**

All ARMS data to which CDCR provides access to Provider or which is collected by Provider on behalf of CDCR's employees is the property of CDCR, and shall not be sold, loaned, licensed, given, assigned, or in any way shared with third parties without the express prior written permission of the CDCR ISO. Data will be entered by Provider to the ARMS as well as by CDCR staff members from multiple divisions into the hosted application. The CDCR ARMS data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this agreement without the express prior written permission of the CDCR ISO. This duty extends to all authorized persons, agents, and employees of the Provider. This obligation survives the termination of this Agreement.

- a. Provider agrees to submit each ARMS user for CDCR program review and approval in accordance with program contract terms and conditions. CDCR reserves the right to require Provider to remove any user which CDCR determines is unqualified to continue to have access to ARMS.

**8.0. ARMS Data Security**

Provider shall employ industry best practices, both technically and procedurally, to protect all ARMS Data from unauthorized physical and electronic access. Methods employed are subject to review and approval by CDCR at such times and with such frequency as CDCR deems necessary.

- a. ARMS Data Elements

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ARMS Data shared with Provider shall be limited to the data elements specifically defined and authorized by CDCR for use by Provider. Data collected within ARMS includes data to meet application requirements. If Provider wishes to collect additional data within ARMS other than that directed through CDCR requirements, Provider must submit a request in writing to CDCR. Under no circumstances shall Provider collect any information classified as SI or CI without the express prior written approval of the CDCR ISO. Data to be shared or collected shall be strictly limited to the elements defined within the ARMS specifications, including interfacing or uploaded data files for use in ARMS.

b. ARMS Data Handling Requirements

ARMS Data handling requirements may vary depending on the classification of ARMS Data shared with Provider. However, it is anticipated that most ARMS Data shared with Provider will involve a mix of classes of ARMS Data including SI, CI, HRCI, PHI, PII, or CORI. Therefore, whenever ARMS Data elements are aggregated for collection, transmission, or storage, the aggregate ARMS Data shall be handled using the protocols that apply to the most sensitive ARMS Data element.

c. In the general course of business with CDCR rehabilitative programming, the Provider must handle and treat ARMS Data of all types in full compliance with the following provisions as a general standard of care:

- i. Provider acknowledges and agrees that in the course of its engagement may receive or have access to some or all of the types of confidential ARMS Data listed above. Provider shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such ARMS Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of ARMS Data under its control or in its possession by all Authorized Persons. Provider shall be responsible for, and remain liable to, CDCR for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the handling or treatment of ARMS Data as if they were Provider's own actions and omissions.
- ii. ARMS Data is deemed to be Confidential Information of CDCR and is not Confidential Information of Provider. In the event of a conflict or inconsistency between this Section and the ARMS DSA to which this ARMS DSA is added by this Attachment or Amendment, the terms and conditions set forth in this Section shall govern and control.
- iii. In recognition of the foregoing, Provider agrees and covenants that it shall:
  - a) Keep and maintain all ARMS Data in strict confidence to avoid unauthorized access, use, or disclosure.
  - b) Use and disclose ARMS Data solely and exclusively for the purposes for which the data, or access to it, is provided pursuant to



**ARMS DATA SHARING SECURITY AGREEMENT**



the terms and conditions of this ARMS DSA, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available ARMS Data for Provider's own purposes or for the benefit of anyone other than CDCR, in each case, without CDCR ISO prior written consent. Release of information including any data from ARMS to the media in any fashion that identifies client or CDCR individuals is prohibited. Aggregate summarization of data for programs may be shared if no individual information is disclosed. Examples include: types of programs offered, number of individuals in programs, length of programs, completion rate averages, etc.

- c) Not, directly or indirectly, disclose ARMS Data to any person other than its Authorized Persons, including any, subcontractors, agents, lessees, licensees, outsourcers, or auditors (an "Unauthorized Third Party"), without the express prior written consent from the CDCR ISO unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Provider shall (i) notify CDCR before such disclosure or as soon as possible but not later than 48 hours; (ii) be responsible for and remain liable to CDCR for the actions and/or omissions of such Unauthorized Third Parties concerning the treatment of such ARMS Data as if they were the Provider's own actions and/or omissions; and (iii) require the Unauthorized Third Party that has access to ARMS Data to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of ARMS Data.
- iv. Provider shall exercise care for ARMS Data that is brought into ARMS, but not entered by Provider. ARMS Data not entered by Provider will be released to Provider for one offender at a time if the following conditions are met to facilitate Provider's control and responsibility (Provider may be required to perform these functions to facilitate their own continuity of care for clients managed in ARMS):
  - a) The offender has signed a release of information (ROI) and that ROI is loaded into ARMS and verified prior to granting access to data other than that input by the program.
  - b) The Provider is under contract with CDCR as a provider or as a subcontractor to Provider.
  - c) Referral information may go to any provider and will not include information that is not releasable to the public.
  - d) Providers can only view information on offenders that are referred to them for rehabilitation services and upon acceptance of that referral with the intent to enroll the offender.
- v. Providers must ensure that their staff members are authorized to perform in appropriate roles for the information they will be handling. This will include roles that have access to medical information that must have the

**ARMS DATA SHARING SECURITY AGREEMENT**



need to know and require the data for performing their function. The Health Information Portability and Accountability Act (HIPAA) governs the use of medical data; however, mental health information is further controlled to DAPO clinicians (internal or contracted) for mental health specified programs within ARMS. The CFR 42, Part 2 governs the use of alcohol and drug abuse patient records. Education data for clients shall be managed in compliance with the Family Educational Rights and Privacy Act (FERPA).

- vi. Providers are permitted to use the data provided to them online in ARMS for the purposes of delivering contracted services to referred clients only. Providers are also permitted to upload data to ARMS; however, whatever data is uploaded to ARMS must be treated as ARMS data for the purpose of any further sharing from ARMS.
- vii. When typing, keying, or in any way entering data into ARMS in open text fields, there are mandatory restrictions to the data entered in these fields. Images and documents uploaded to ARMS also cannot have the data in this section included. Under no circumstances should the following data be entered into text fields or included in uploaded images or documents (this information must be part of annual training):
  - a) Any specific (named) gang affiliations.
  - b) Any information that could identify any victims of the clients.
  - c) Any information that could identify witnesses of events related to the clients.
  - d) Specific offenses for which clients were convicted.
  - e) Offender enemy information.
  - f) The CDCR program area data unit will audit text fields for inappropriate information pertinent to this clause.
- viii. If providers elect to download data from ARMS for uploading to their systems, the following provisions must be in effect at all times:
  - a) The data must be protected (encrypted) at all times in storage or in transit.
  - b) The data may be uploaded to provider systems to allow their systems to support their business model, invoicing, and other appropriate purposes. Data is still the property of the State and must be protected in provider systems from further inspection or use under the same conditions as if it were in ARMS (HIPAA, FERPA, etc.).
  - c) CDCR data must not be further exchanged with any other system or entity electronically or manually unless specifically authorized in writing by the CDCR ISO.
  - d) CDCR reports of data must not be shared for other than business purposes in support of State funded program services each provider is under contract to provide.
  - e) Data download files or extracts from ARMS must be destroyed promptly once the data is uploaded to other systems.

**ARMS DATA SHARING SECURITY AGREEMENT**



- ix. Training will be made available by the CDCR program area data unit on conditions requiring release of information and data handling or sharing for any reason related to ARMS data. Providers must ensure each employee is trained in these conditions prior to using ARMS and on an annual basis and certify this training is complete within ARMS on an annual basis. Training will include:
  - a) Roles that are required by contracts to handle and protect specific types of data.
  - b) Conditions under which data can be seen by users.
  - c) Conditions under which data from ARMS can be extracted for external use and how that data must be handled and protected if extracted.
  - d) User responsibility to protect data in Provider environment.
  - e) Requirement to destroy all data extracts when no longer under contract with CDCR. Destruction includes elimination of the possibility to recreate the file from any non-application source. Paper files and data in protected systems can be maintained for contract required durations.
  - f) Methods to clear all CDCR data from enterprise systems in the event of a mandatory closure or if the Provider goes out of business.
  - g) Methods to ensure that no data shall be shared beyond PROVIDER's own systems needed for activity invoicing. No exceptions are allowed.
  - h) Training to ensure that the Provider takes appropriate measures to ensure that all its agents, partners and subcontractors comply with the all the provisions herein. Public Records Act (PRA) requests shall be referred to the CDCR contract point of contact and Title 15 for information that can be released to the public.
  - i) Training as to what information is prohibited for open text fields.

**9.0. Network Security**

**a. Internet Access to ARMS**

Connections to Provider computers utilizing the Internet, whether for client access or remote administration, must be protected at all times using any of the following industry standard cryptographic technologies: SSL/TLS, IPsec, SSH/SCP, PGP.

**b. Data Storage**

Regardless of the media employed (i.e., disk, tape, etc.), data must be stored at all times in an encrypted format. Encryption algorithms shall be AES-128 or better, or Triple-DES (3-DES). The use of other encryption algorithms for data storage must be approved in writing by CDCR ISO. Approval may be granted or withheld at CDCR's sole discretion. CDCR ISO reserves the right to inspect all



**ARMS DATA SHARING SECURITY AGREEMENT**

storage systems during business hours to ensure the continued security of the ARMS Data.

**10.0. Compliance with Applicable Laws and Regulations**

Provider shall at all times comply with all applicable federal laws and regulations protecting the privacy of citizens including CFR 42, Part 2; the FERPA; and the HIPAA. Where applicable, Provider shall also comply with all provisions of the Financial Services Modernization Act (the "Gramm-Leach-Bliley Act").

**11.0. Notification of Security Breaches**

Provider agrees that in the event of any actual or suspected breach or compromise of the security, confidentiality or integrity of computerized data where ARMS Data of a CDCR employee, inmate, parolee, or ward was or is suspected to have been, acquired and/or accessed by an unauthorized person, Provider shall notify CDCR of the actual or suspected breach of the security system containing such data as soon as possible or at a minimum within 24 hours, comply with all notification actions, and/or assist CDCR with all notification actions required by State policy and the law.

CDCR contact for such notification is:

~~Scott MacDonald~~ *Vitaliy Panych*  
Agency Information Security Officer  
Enterprise Information Services  
California Department of Corrections and Rehabilitation  
~~(916) 358-1959~~ *916-208-1132*  
~~Scott.MacDonald@cdcr.ca.gov~~ *Vitaliy.Panych@cdcr.ca.gov*

Provider contact for such notification is:

Mike Derr, Contracts/Purchasing Officer  
Monterey County Probation Department  
20 E. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Phone: (831)755-3900  
derrm@co.monterey.ca.us

**12.0. Indemnification**

Provider shall defend, indemnify, release, and hold CDCR harmless from and against all claims, demands, costs, damages, losses, and expenses arising out of or incidental to this ARMS DSA regardless of the negligence or fault of CDCR or any other entity or person, except in the event such loss due to the sole negligence or willful misconduct of CDCR.

**ARMS DATA SHARING SECURITY AGREEMENT**



**13.0. Amendments, Attachments, Alterations, and Subcontracts Regarding This ARMS DSA**

CDCR and Provider may only amend this ARMS DSA by mutual written consent.

a. Subcontract Flow Down Agreement

All subcontracts entered into by Provider to delegate the performance of portions of this Agreement shall contain a provision by which the subcontractor to the Provider agrees to be bound to the Provider to perform its work in the same manner and under the same conditions as the Provider is bound to CDCR under this agreement.

**14.0. Termination for Convenience or Cause**

CDCR reserves the right to terminate this agreement for its convenience upon 30 days written notice. CDCR may terminate this Agreement for cause for the failure of Provider to cure a breach within the time stated in a notice thereof. Such termination may be without further notice. In the event CDCR terminates this Agreement, or Provider ceases operation, Provider shall return to CDCR ISO all ARMS Data collected in the course of providing the application service. Provider shall certify in writing within five business days that all copies of the ARMS Data stored on Provider servers, backup servers, backup media, or other media have been permanently erased or destroyed. Destruction includes elimination of the possibility to recreate the file from any non-application source. Paper files of business services to CDCR clients and data in protected systems can only be maintained for contract required durations.

- a. "permanently erased" means the ARMS Data have been completely overwritten and are unrecoverable. File deletions or media high level formatting operations do not constitute a permanent erasure.

**15.0. Suspension for Convenience**

CDCR reserves the right to suspend the performance of this Agreement at the Department's sole discretion for such times and durations as CDCR deems necessary, upon five (5) days written notice to Provider.

**16.0. Signatory Authority**

By the signatures of their duly authorized representative below, CDCR and Provider, intending to be legally bound, agree to all of the provisions of this Data Sharing Agreement.

STATE OF CALIFORNIA —DEPARTMENT OF CORRECTIONS AND REHABILITATION

EDMUND G. BROWN, GOVERNOR



**ARMS DATA SHARING SECURITY AGREEMENT**

**CDCR**

(4) *B. Tidwell* 4/15/16  
Millicent Tidwell Date  
Division of Rehabilitative Programs

*Tina Bayles* 4/17/16  
Tina Bayles Date  
Division of Rehabilitative Programs  
Performance Evaluation Data and Fidelity

*Kelly Harrington* 4/27/16  
Kelly Harrington Date  
Division of Adult Institutions

\_\_\_\_\_  
Daniel Stone Date  
Division of Adult Parole Operations

\_\_\_\_\_  
RUSS NICHOLS Date  
Director of Enterprise Information Services

\_\_\_\_\_  
SCOTT MACDONALD Date  
Agency Information Security Officer

**PROVIDER**

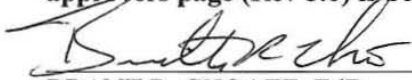
*Marcia Parson* CPO March 29, 2016  
Name Title Date

**MONTEREY COUNTY PROBATION DEPARTMENT**



**ARMS DATA SHARING SECURITY AGREEMENT**


**CDCR: per legal counsel, due to recent organizational changes, this updated approvers page (Rev 5.0) is being attached so the new officers can sign.**

  
\_\_\_\_\_  
BRANT R. CHOATE, EdD  
Director (A)  
Division of Rehabilitative Programs


4-18-16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
TINA BAYLES  
Staff Services Manager II  
Division of Rehabilitative Programs  
Performance Evaluation Data and Fidelity

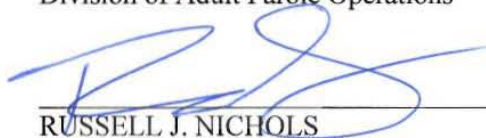
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
KATHLEEN ALLISON  
Director  
Division of Adult Institutions


4/21/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
GUILLERMO VIERA ROSA  
Director  
Division of Adult Parole Operations

5/17/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
RUSSELL J. NICHOLS  
Director  
Enterprise Information Services

5/18/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
VITALIY PANYCH  
Agency Information Security Officer  
Enterprise Information Services

5/16/16  
\_\_\_\_\_  
Date

**PROVIDER**

\_\_\_\_\_  
Name Title Date

**MONTEREY COUNTY PROBATION DEPARTMENT**

**AUTOMATED REENTRY MANAGEMENT SYSTEM (ARMS)  
 AUTHORIZATION FOR RELEASE OF INFORMATION  
 CDCR 2217 (07/15)**

| <b>INMATE/PAROLEE INFORMATION</b>   |                 |   |                 |
|---|-----------------|---|-----------------|
| Last Name:  | First Name:     | Middle Name:  | Date of Birth:  |
| Address:  | City/State/Zip: |   | CDC/PID Number: |
| <b>Person(s)/Organization(s) Providing the Information</b>  |                 | <b>Person(s)/Organization(s) to Receive the Information</b>                                     |                 |
| Name: _____<br>Address: _____<br>City, State, Zip: _____   _____   _____<br>Phone Number: _____   |                 | Name: _____<br>Address: _____<br>City, State, Zip: _____   _____   _____<br>Phone Number: _____ |                 |
| <i>and</i>  |                 |   |                 |
| Name: _____<br>Address: _____<br>City, State, Zip: _____   _____   _____<br>Phone Number: _____   |                 | Name: _____<br>Address: _____<br>City, State, Zip: _____   _____   _____<br>Phone Number: _____ |                 |
| <b>Description of the Information to be Released</b>  |                 |   |                 |
| <b>(Provide a detailed description of the specific information to be released)</b>  |                 |   |                 |
| [45 C.F.R. § 164.508(c)(1)(iii) & Civ. Code § 56.11(e), (f).]   |                 |   |                 |
| Data, for which consent has been deemed required, includes:   |                 |   |                 |
| <ul style="list-style-type: none"> <li>➤ Assessment Results                             <ul style="list-style-type: none"> <li>• Risk Assessment Scores</li> <li>• Needs Assessment Scores</li> <li>• Sex Offender Assessment Scores</li> </ul> </li> </ul>   |                 |   |                 |
| Note: Mental Health Clinical Assessment data visibility is limited to clinicians designated as case managers.   |                 |   |                 |
| <ul style="list-style-type: none"> <li>➤ Program Information                             <ul style="list-style-type: none"> <li>• California Department of Corrections and Rehabilitation (CDCR) Programs and CDCR sanctioned programs information: Substance Abuse, Education, Anger Management, etc.</li> </ul> </li> </ul> |                 |   |                 |



**AUTOMATED REENTRY MANAGEMENT SYSTEM (ARMS)  
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- Education Information
  - Certifications Obtained : Offender Mentor Certification Program (OMCP), Milestone Completion Program (MCP), Career Technical Education (CTE), etc.
  - Education Level Information: General Education Degree (GED), High School Diploma, Tests of Adult Basic Education (TABE), Comprehensive Adult Student Assessment System (CASAS)
- Disability
  - Disability Types and Restrictions
- Employment Information
  - Jobs Held
  - Letters of Reference
- Personally Identifiable Information
  - California Identification
  - Offender Identification
  - California Department of Corrections (CDC) Number/Participant Identifier (PID) Number
  - Alias
  - Social Security Number
- Legal Control and Constraint Information
  - Penal Code (PC) 290 Registration
  - Arson Registration
  - Mental Health Status: Correctional Clinical Case Management System (CCCMS), Enhanced Outpatient (EOP) [Status only; not including specific assessment levels.]
  - Gang Affiliation [Does not indicate specific gang. Required for safety purposes. ]
- Case Plan Information
  - Agents need to see the case plans for their caseload.
  - Providers can see their own case plans but not the case plans of any other provider even if for the same individual.
  - Providers can see that an individual referred to them has a parole case plan, but not the details of the plan. Providers must call the agent of record to obtain information that might be pertinent to their services for an individual.
- Parole Agent of Record and Related Information
  - Parole Unit
  - Agent of Record
  - Date of Release on Parole
  - Date of Discharge from Parole
- Contacts
  - Any people who can help to maintain contact with the individual

**AUTOMATED REENTRY MANAGEMENT SYSTEM (ARMS)  
AUTHORIZATION FOR RELEASE OF INFORMATION  
CDCR 2217 (07/15)**

➤ **Address Information**

- Any known address or county information

**Purpose for the Use or Release of the Information  
(Indicate how the information will be used)**

[45 C.F.R. § 164.508(c)(1)(iii) & Civ. Code § 56.11(e), (f).]

Reasonable fees may be charged to cover the cost of copying and postage.

The California Department of Corrections and Rehabilitation (CDCR) established a network of rehabilitation providers and a data system to track services you receive. To help provide the best service possible, including continuity of care from an in-prison to community transition, your information will be brought into the case management system to track provider services you receive. Only those parties serving your needs will have access to your data. The data will remain available to providers in the CDCR contracted network for the duration of your time in-prison, on parole, and up to a year following parole to track progress in ways that are intended to improve services and your ability to successfully reintegrate with society. For you to help providers serve your needs while you participate in the program, CDCR needs the following statement of your consent signed:

I, \_\_\_\_\_, hereby agree to have my records as defined above shared with providers in the CDCR contracted network for the purposes of providing care and treatment to assist in my areas of need.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DISTRIBUTION** - White: Inmate, Canary: Contracted Provider, Pink: DRP.