

Exhibit D

**The California Board of State and Community Corrections
(BSCC): California Violence Intervention and Prevention
(CALVIP) Cohort #4**

July 1, 2022- December 31, 2025

**DATA SHARING AND USE AGREEMENT BETWEEN
COUNTY OF MONTEREY, ON BEHALF OF MONTEREY COUNTY
HEALTH DEPARTMENT and THE CITY OF SALINAS**

AGREEMENT

I. DECLARATION

This agreement is entered, by and between the **County of Monterey, on behalf of the Monterey County Health Department**, (hereinafter referred to as “**Health**”) and **City of Salinas** (hereinafter referred to as “**City**”), for the purpose of providing services under the California Violence Intervention and Prevention, Cohort #4.

II. BACKGROUND

Gang and gun-related violence has been exceptionally high in Salinas, the seat of Monterey County, over the past 6-7 years. After a noticeable decrease in 2019, homicides, shootings and aggravated assaults are surging again, particularly among youth and young adults; homicide rose 67% from 2020 to 2021. The Community Safety Division, Salinas Police Department and community partners Rancho Cielo, Partners for Peace and the Natividad Medical Foundation will deliver services under the CALVIP Cohort #4 Grant with goals to 1) provide intervention services to youth and parents to reduce risk factors and increase protective factors, 2) prevent or reduce problem behaviors, delinquency and involvement in violent crime among participants, 3) reduce violent crime in the City of Salinas.

III. PURPOSE

The purpose of this agreement is to describe and confirm the roles of each organization to collect, safeguard and report data collected throughout the CALVIP Cohort #4 project duration.

IV. PRINCIPLES OF THE AGREEMENT

A. CITY agrees to:

- a. Coordinate the data exchange from key partner organizations to Health to ensure submission of all evaluation measure deliverables

- b. Collaborate with key partner organizations to ensure timely submission and record reconciliations are complete
- c. Ensure client data and records remain restricted to authorized users only within each respective partner organization

B. HEALTH agrees to:

- a. Develop CALVIP Cohort #4 local evaluation plan, including logic model and tools for data collection.
- b. Collect de-identifiable data, such as but not limited to aggregated counts, for evaluation measures directly from key partner organizations as it relates to the requirements specified by BSCC.
- c. Safeguard all data collected in compliance with standards for privacy and security of health information, including without limitation, protected health information described by Health Insurance Portability and Accountability Act (HIPAA) and its implementation regulations (45 C.F.R. Parts 150-64) to ensure the integrity and confidentiality of Protected Health information exchanged between City and/or key partner organizations.
- d. Report all evaluation measures in a de-identifiable, aggregated format to BSCC, City of Salinas and key partner organizations as required under the terms of the project agreements.
 - a. May also report Board of Supervisors, internally to Health Officer or Director as requested in an aggregated, de-identified format.
- e. Oversee the execution of additional data evaluation reports and ensure its reporting to the groups or individuals previously identified (IV.A.c)

C. Records and Confidentiality

1. Confidentiality

All parties to this agreement and their employees, agents and contractors providing services under this agreement shall comply with all applicable provisions of law which provide for the confidentiality of records and prohibit their exposure for any purpose not directly connected with the administration of public social services. Confidential medical or personnel records and the identities of clients shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by either party from access to any such records, and from contact with its clients shall be used by either party only about its conduct of the program under this Agreement. The parties, through the Directors of the Health Department and their representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the either party shall remain confidential and may be disclosed only as permitted by law.

2. Maintenance of Records

The parties shall prepare, maintain, and preserve all reports and records that may be required by Federal, State and County rules and regulations related to services performed under this Agreement. The parties shall maintain such records as required by law. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the lawful retention period, then the parties shall retain said records until such

action is resolved. All archived records may be retained for no less than seven years post program culmination prior to discard. Health will not guarantee the maintenance of records after seven years post program culmination.

3. Access to and Audit of Records

Health shall have the right to examine, monitor and audit all City- key partner organizations records, documents, conditions, and activities only in connection with its work under this Agreement. City-key partner organizations shall permit Health and the State or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement. This Agreement is subject to the examination and audit of the State Auditor, at the request of Health or as part of any audit by Health, for a period of seven years after program culmination.

4. Reporting Requirements

- **City** will provide **Health** with quantitative and qualitative data to conduct the evaluation activities as required to facilitate the production of evaluation reports requiring submission to BSCC
- **City** agrees to provide such additional data as may be required to satisfy BSCC Request for information regarding the performance of work under this Agreement
- **Health** agrees to provide aggregated evaluation reports in a written, audiovisual formats as required by BSCC
- **Health** may also report evaluation summary reports to City, Board of Supervisors, internally to the health Officer, and/or Director, on a monthly, quarterly, or as otherwise requested

V. Contract Administrators

Health hereby designates Krista Hanni as its Administrator for this Data Sharing and Use Agreement. All matters concerning this Data Sharing and Use Agreement that are within the responsibility of **Health** shall be under the direction of, or shall be submitted to, the **Health** Administrator.

City hereby designates Jose Arreola, as its Administrator for this Data Sharing and Use Agreement. All matters concerning this Data Sharing and Use Agreement which are within the responsibility of **City** shall be under the direction of, or shall be submitted to, the **City** Administrator.

VI. INDEMNIFICATION

- A.** Each party shall defend, indemnify, and hold harmless the other, and its officers, officials, employees, subcontractors, volunteers, and agents from and against any and all liability, loss, damage, injury, expense, claim, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the indemnified party's performance of work hereunder, including the performance of work of any of indemnified party's subcontractors or agents, or the indemnifier's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the negligence or willful misconduct of the other.

VII. TERM AND TERMINATION

Term: The initial term (the “Initial Term”) of this Agreement shall begin on July 1, 2022 and end December 31, 2025. Upon expiration of the initial term, this Agreement can be renewed for successive one-year periods (each a **Renewal Term**) with parties’ written agreement until terminated in accordance with Termination section immediately below. “Initial Term” and “Renewal Term” may be used in this Agreement interchangeably with “Term”. Both parties agree that the financial terms and service commitments may be renegotiated annually.

Termination: Either Party may terminate this Agreement with sixty (60) days advance written notice.

VIII. AMENDMENT

This Agreement may be amended or modified upon mutual written consent of both parties.

IX. EXHIBITS

None.

IX. NOTICES

Notices required under this Agreement shall be delivered personally or by first-class postage pre-paid mail to appropriate contract administrators at the addresses listed below:

For County of Monterey Health Department:

Krista Hanni
Program Manager, II
County of Monterey
Department of Health
1270 Natividad Road
Salinas, CA 93906

For City of Salinas

Jose Arreola
Community Safety Administrator
City of Salinas
200 Lincoln Ave
Salinas, CA 93901

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta

1/18/2023 | 11:11 AM PST

Chief Deputy County Counsel.

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Jennifer Forsyth

1/19/2023 | 8:52 AM PST

Auditor-Controller Analyst II