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

AGREEMENT NUMBER
C5607979
REGISTRATION NUMBER

1. 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

2. The term of this Agreement is: July 1, 2018 through June 30, 2020

3. The maximum amount of this Agreement is: $ 648,000.00 Six Hundred Forty-Eight Thousand Dollars and Zero Cents

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

Exhibit A – Scope of Work	22 pages
Exhibit B – Budget Details and Payment Provisions	2 pages
Exhibit B-1 Budget Rate Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions for Public Entity Agreements	14 pages
Exhibit E –Prison Rape Elimination Policy – Volunteer/Contractor Information Sheet	2 pages
Exhibit F- Automated Reentry Management System (ARMS) Data Sharing Agreement	13 pages
Exhibit G- HIPPA-BAA	15 pages

Additional items listed on Page 2

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MONTEREY COUNTY PROBATION DEPARTMENT

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
MIKE DERR, Contracts/Purchasing Officer

ADDRESS
20 E. Alisal Street, 2nd Floor, Salinas, CA 93901

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
BEDETH VICTORIOSO, Chief, Service Contracts Section

ADDRESS
9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827

California Department of General Services Use Only

Auditor-Controller 5-31-18
County of Monterey

5.31.18
Anne K. Brereton
Deputy County Counsel, County of Monterey

Item Number 4 Continued:

Attachment 1- Exemption Request Waiver to Minimum Qualifications	1 page
Attachment 2- Community Reentry Services Program Extension Request Form	1 page
Attachment 3- Activity Report (CDCR 1502)	2 pages
Attachment 4- Incident Report (CDCR 2284)	1 page
Attachment 5- Monthly Invoice for Contract Expenditures	1 page
Attachment 6- Parolee Authorization for Release of Information	3 pages

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 parolees into their respective communities and family systems. The services listed in Section V., Program Components shall be provided onsite at the Day Reporting Center (DRC) located at 427 Pajaro Street, Suite 1, Salinas, California, 93901. The DRC shall serve parolees residing within Monterey County.

The Contractor shall have the ability to accommodate up to thirty (30) parolees at any given time.

II. PERSONNEL

A. Administration

1. Staff 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 contract and updated annually, unless more frequent updates are requested by the DRP Program Analyst. Revisions to the staffing plan shall be made whenever a change in staffing demand occurs, subject to the approval of CDCR.

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

The Contractor shall submit job descriptions on all key positions. The job descriptions must include the minimum qualifications and the tasks associated with each position.

2. Ratios

The on-site parolee-to-staff ratio shall not exceed 18:1. Any deviation from this ratio shall be preapproved by CDCR.

3. Policy and Procedures

The Contractor shall complete and submit, electronically, employee policies and procedures within thirty (30) days of the commencement date of this Agreement.

a. Employment Practices

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

1) Work hours;
2) Staff benefits (i.e., vacation, sick leave, insurance, retirement, etc.);
3) Holiday schedules (State Holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day);
4) Promotions;
5) Pay increases; and
6) Hiring and termination conditions.

b. Employee Performance Evaluations

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

c. 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.

d. 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).

e. Fraternization Policy

The Contractor shall comply with California Code of Regulations (CCR) Title 15, Division 3, Chapter 1, Subchapter 5, Article 2, sections 3400-3401, which prohibits employees from fraternizing with parolees and their families.

B. Staffing

The Contractor shall ensure that all Contractor and/or Subcontractor staff responsible for program curriculum delivery meets all skills, abilities, and knowledge requirements.

1. Key Positions

Key staff positions shall be filled by full-time employees throughout the term of this agreement. Listed below are the Key Staff Position descriptions and shall conform to the requirements listed below; however, actual classification titles may vary.

a. Facility Manager

Responsibilities shall include, but not be limited to, the following:

1) Maintain overall administrative responsibility for the delivery of program services;
2) Plan, direct and coordinate all program activities;
3) Hire, train, and supervise staff; and
4) Oversee the budget and ensure that operational costs do not exceed the funding, and work with the DRP Program Analyst.

b. Case Manager

Responsibilities shall include, but not be limited to, the following:

1) Manage casework functions;
2) Monitor the treatment service methodology;
3) Develop and monitor procedures governing documentation;
4) Ensure the Case Management Plan (CMP) is being followed; and
5) Participate in case conferences.

c. Client Services Specialist

Responsibilities shall include, but not be limited to, the following:

1) Provide face-to-face services to the DRC parolees;
2) Develop CMPs for parolees;
3) Develop and monitor the parolees' progress relative to their CMP;
4) Make appropriate referrals to outside agencies;
5) Conduct and participate in case conferences for each parolee assigned to the caseload;
6) Maintain progress notes in parolee files;
7) Keep the Agent of Record (AOR) apprised of parolee's progress; and
8) Develop an exit plan to include discharge and aftercare information.

d. Program Specialist/Job Developer

Responsibilities shall include, but not be limited to, the following:

1) Assess parolees to determine training and Career Technical Education (CTE) needs;
2) Assist in formulating plans to achieve occupational goals and refer parolees to appropriate employers, training and educational facilities or other community agencies and organizations;
3) Provide counseling to assist parolees in analyzing and evaluating their skills and aptitudes for employability;
4) Provide information on occupational opportunities, job requirements, training and rehabilitation resources;
5) Provide employment services including résumé writing, mock interviews, time management, how to get along with others in a work environment, and how to follow instructions;
6) Assist parolees with assembling documents as necessary to legally work within California (e.g. California ID, Social Security Card, etc.);
7) Identify the benefits of completing the criminal record expungement process;
8) Provide information or a referral on how to expunge a criminal record and obtain a Certificate of Rehabilitation;
9) Mentor the parolees in disclosing appropriate information regarding past convictions and/or parole status to the employer;
10) Assist parolees in locating and securing employment, college enrollment or CTE training;
11) Work with parolees once they have been employed to address issues that may arise after job placement;
12) Obtain verification of parolee employment; and
13) Identify and establish a working relationship with local area employers to assist with the recruitment of parolees.

C. Hiring

1. Minimum Qualification (MQ) Review

At time of contract commencement or prior to hiring a candidate to fill a DRC position, the Contractor shall certify in writing, within three (3) business days, that the candidate has met all minimum qualifications as required in this agreement.

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 the DRP Program Analyst prior to employment of the ex-offender.

2. MQ Waivers

The Contractor shall make reasonable attempts to fill all position(s) with a qualified candidate(s). The Contractor may submit a written request on the Minimum Qualification Waiver Form (Attachment 1) to the DRP Program Analyst to hire an

individual who does not meet minimum qualifications. Requests for an MQ waiver will be considered on a case-by-case basis and will be granted only temporarily (not to exceed one [1] year) while the Contractor continues to seek a qualified individual or until the hired individual becomes qualified, whichever occurs first.

The Community and Reentry Services (CRS) Chief or designee must approve a waiver of the minimum qualifications.

3. Security Clearances

All current and potential Contractor staff, subcontractor staff, volunteers and any individual who will be in regular contact with the parolees shall undergo a thorough security clearance. All Live Scan fees associated with the background check shall be borne by the Contractor.

The Contractor shall develop and implement written personnel policies and procedures to describe in detail the security clearance process to be used. The policies and procedures shall be submitted to the DRP Program Analyst within thirty (30) days of execution of this agreement and within ten (10) days of any amendments.

CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate the contract should a threat to security be identified.

The Contractor shall review the Live Scan reports to ensure Contractor staff, subcontractor staff, and volunteers meet all CDCR security clearance requirements in this agreement. At a minimum, criteria for approval or denial of security clearances include, but are not limited to, the following:

a. 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 Penal Code (PC) Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners, offenses).

b. The Contractor shall require case-by-case reviews which 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 Contractor shall provide a written determination of whether or not the following ex-offenders will be approved to work with DRP parolees:

    1) Ex-offenders that fall under Health and Safety (H&S) Code Section 11590 and/or PC 457.1 shall have completed registration requirements, and employment will not violate those requirements;
    2) Ex-offenders with a conviction history involving a serious felony offense as defined by PC 1192.7; and
    3) Ex-offenders with a conviction history involving a violent felony offense as defined by PC 667.5(c).

c. Ex-offenders who are on active parole or probation require DRP management review as a result 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 Deputy Director and the Division of Adult Parole Operations (DAPO) Deputy Director or designee(s) 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 parolees. The approval will be consistent with the Department Operating Manual, regulations, statutes, and meet the following criteria:

1) In good standing, as determined by CDCR or County Probation;
2) Must have the Agent of Record or Probation Officer's written approval on department letterhead;
3) Do not reside or are not enrolled as a parolee at the program for which they are requesting security clearance;
4) Must follow all terms and conditions of Parole, Probation, and registration requirements (with the exception of PC 290 registration, refer to below requirements); and
5) Ex-offenders that fall under PC 290 shall have completed registration requirements, and employment will not violate those requirements. PC 290 registrants must follow all terms and conditions of Parole, shall have completed a minimum of 50% of the Parole Supervision term, and must have successfully completed or are actively participating in any and all sex offender specific treatment/programming services.

D. Staff Training

The Contractor shall ensure all staff receives initial and ongoing training, within thirty (30) days of hire or within one hundred twenty (120) days of contract execution. All training documentation shall be placed in the employee personnel file. At a minimum, each employee shall receive the following:

1. Employee Orientation (at a minimum Employee Orientation shall include emergency evacuation and preparedness);
2. Cardiopulmonary Resuscitation (CPR)/First Aid;
3. Motivational Interviewing;
4. Sexual Harassment Prevention;
5. Confidentiality (Title 42 Code of Federal Regulations [CFR] Part 2); and
6. Health Insurance Portability and Accountability Act (Title 45 CFR Part 164).

III. FACILITY REQUIREMENTS

The Contractor shall maintain all current licenses, certifications, and permits on-site for the duration of this Agreement.

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 parolees, 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 parolees, 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 the DRP Program Analyst upon request.

C. Emergency Evacuation Training

All staff at the DRC shall be trained in the implementation of emergency procedures within twenty-four (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 parolee 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.

F. Day Reporting Center Site

1. DRC Documentation

During the term of this Agreement, the Contractor shall maintain and provide CDCR with the following documents annually:

a. Valid Lease Agreement or Intent to Lease Agreement (initial site inspection only), or proof of ownership;
b. Valid Business License;
c. Valid Fire Clearance, if applicable;
d. Current Certificate of Liability Insurance;
e. Valid Pest Control contract, as needed;
f. Conditional Use Permit
The Contractor shall have available an approved Conditional Use Permit (CUP). If a CUP is not required by the local government, the Contractor shall acquire a letter from the city/county stating a CUP is not required; and
g. Zoning Letter
The Contractor shall have available an approved zoning letter issued by the city/county where services will occur. The zoning letter must be signed by an official of the city or county indicating that the facility location is not in violation of any zoning requirements and that the city/county does not object to the services being provided at the specified address.

2. Americans with Disabilities Act Accommodations

The Contractor shall provide reasonable accommodations for parolees with disabilities, in accordance with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. Section 12131.

3. Schedules

The program shall be open nine (9) hours a day, Monday through Friday between the hours of 8:00 A.M. - 8:00 P.M. and Saturdays from 12:00 P. M. - 5:00 P.M., as determined by parolee needs.

4. Length of Stay/Extension

The length of stay for parolees shall be up to one hundred eighty (180) days. An extension may be granted (not to exceed one [1] year) based on assessed need, and shall be permitted with prior written approval by the DRP Program Analyst. Extension requests must be submitted on the Community Reentry Services Program Extension Request Form (Attachment 2).

5. Safety/Supervision

During the hours of operation, the Contractor shall ensure the staff on site can adequately provide security and supervision at a ratio of 18:1.

6. Meals

At a minimum, the Contractor shall provide wholesome refreshments and snacks for parolees during the course of the day unless full meals are provided. Snacks shall include, but are not limited to, fresh fruits and vegetables, oatmeal or warm cereal or deli-type sandwiches.

If meals are prepared at the DRC or are catered, the Contractor shall ensure that the DRC food services comply with all state and local health and safety codes. Non-compliance with state and local health and safety codes may result in the immediate termination of this Agreement.

IV. PROGRAMMING APPROACH

The Contractor shall develop policies and procedures that support the programming that is gender-responsive, culturally competent and trauma informed, according to the following:

A. Gender Responsivity

1. Gender responsivity is defined as creating an environment through site selection, staff selection, program development, content, and materials that reflects an understanding of the realities of specific genders and addresses the issues facing the parolees.

2. Gender-responsive approaches are multi-dimensional and are based on theoretical perspectives that acknowledge gender specific pathways into the criminal justice system. These approaches address social and cultural factors.

B. Cultural Competence

Cultural competence is defined as the process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientation and other diversity factors in a manner that recognizes, affirms and values the worth of individuals, families and communities, and protects and preserves the dignity of each.

C. Trauma-Informed Services

1. Trauma is defined as the experience of violence and victimization including sexual abuse, physical abuse, severe neglect, loss, domestic violence, and/or the witnessing of violence, terrorism, or disasters.

2. Trauma and addiction are interrelated issues in the lives of parolees incarcerated or on parole. Understanding the principles of trauma-informed services and how deviations from the principles may trigger trauma-related responses must be incorporated in program and service components.

D. Evidence-Based Programs (EBP)

The Contractor shall implement and utilize EBP. Successful implementation of any EBP requires appropriate training and technical assistance to ensure that the program is implemented with fidelity to the model to achieve the desired outcomes. For each EBP selected, Contractors shall receive and/or provide training and technical assistance.

The Contractor shall provide program components and services, recognized by the National Institute of Corrections (NIC), the Substance Abuse and Mental Health Services Administration (SAMHSA), or other entity recognized as an authority in the field of evidence-based programs, provided at a level corresponding to the parolee's assessed need. The curriculum shall be one that is designed for a community setting.

V. PROGRAMMING COMPONENTS

The goal of the DRC is to provide comprehensive, evidence-based programming as follows:

A. Requirements

The Contractor shall ensure the following:

1. All programming components are offered on-site unless prior approval is received by DRP Program Analyst;
2. Programming is provided twice daily for a minimum duration of two (2) hours, Monday through Friday, with a morning and evening programming available. The weekend programming shall be provided once daily, for a minimum duration of two (2) hours on Saturday and Holiday (excluding Sunday);
3. Program components shall be offered on an open entry/open exit basis;
4. Program components shall be interactive with active participation;
5. Provide all materials (i.e. workbooks, videos) to be utilized for the required programming;
6. All parolees are placed in appropriate programming according to their CMP;
7. Parolees are engaged throughout each program day in program-related activities and services; and
8. Conduct exit interviews and provide certificates of completion to parolees who complete all of the components listed in their CMP.

B. Placement Referrals

All parolees are eligible for the programs and services available through the DRC; however, CDCR shall have the final decision regarding placement referrals and retains the right to remove parolees from the program at any time. The Contractor shall accept placement referrals and coordinate intake from the parolee's AOR. All placement referrals shall be confirmed with an Activity Report (CDCR 1502), (Attachment 3). CDCR reserves the right to approve or deny any placement.

C. Intake and Secondary Assessment

1. The Contractor shall ensure within the first twenty-four (24) hours of the parolee's arrival to the DRC, excluding weekends and official holidays, an intake is completed.

2. The Contractor shall use an evidence-based, secondary assessment tool to determine the extent of the parolee's specific program need(s) and assist in developing the parolee's CMP. In an effort to maintain consistency with in-prison assessment tools, the Contractor shall ensure the selected assessment tool is comparable to the evidence-based assessment tools administered in prison (e.g. Texas Christian University or equivalent). The Contractor shall demonstrate a working knowledge of the assessment tool(s) selected. Contractor staff shall be trained on the implementation, interpretation, and seven (7) day requirement.

3. The Contractor shall complete the secondary assessment within seven (7) business days of intake.

4. DRP reserves the right to change the specified assessment tool used, and/or require additional assessments with a thirty (30) day notice to the Contractor.

D. Orientation

1. Develop and ensure that all parolees receive an Orientation Program Handbook immediately upon arrival. The handbook shall include, but not be limited to: policies and procedures governing personal conduct, employment, education, counseling, self-improvement, substance abuse, victim awareness, mail, visiting, use of facility telephones, appeals, daily activities, passes, substance abuse testing, parolee grievance process and the role of each staff person at the facility.

2. Conduct an initial orientation within twenty-four (24) hours of the parolee's arrival at the DRC facility, excluding weekends and official holidays. At a minimum, the orientation shall consist of clear expectations of the parolee, program rules and a review of the Orientation Program Handbook. An acknowledgment of the orientation shall be signed by the staff person conducting the orientation and the parolee and retained in the parolee's file.

3. Provide a copy of the Orientation Program Handbook to the DRP Program Analyst(s) within thirty (30) calendar days after contract commencement. Handbook shall be reviewed and approved by DRP Program Analyst. All updates, revisions, and modifications shall be approved by and provided to the DRP Program Analyst within thirty (30) days.

E. Case Management

1. Upon completion of the secondary assessment(s), the contractor staff shall prepare a written individualized CMP for each parolee within ten (10) business days of intake. The goals and objectives in the CMP shall be based on the results of both the Correctional Offender Management Profiling for Alternative

Sanctions (COMPAS) and the secondary assessment(s).

2. The CMP shall consist of the following elements (at a minimum):
   a. Parolee's first name and last name;
   b. Parolee's CDCR number;
   c. Specific action items to achieve each goal; and
   d. Target date(s) for achieving each goal and objective.

3. The CMP shall address the individual needs of the parolee and shall target each need based on the results of the assessment.

4. A copy of the assessment results and the CMP shall be provided to the AOR and/or DRP Program Analyst upon request.

5. The Contractor shall update the CMP during monthly one-on-one sessions.

6. The updated CMP shall be signed and dated by the parolee and caseworker.

7. The Facility Manager shall review and sign the CMP within thirty (30) days of the date of the Caseworker signature.

8. The Contractor shall develop a discharge plan with the parolee, thirty (30) days prior to program completion.

F. Cognitive Behavioral Treatment Interventions

The Contractor shall provide evidence-based interventions based on the principles of Cognitive Behavioral Treatment (CBT) to encourage parolees to adopt a pro-social, law-abiding lifestyle and help them obtain the skills necessary to function as productive members of society. The CBT curricula shall be geared toward helping parolees interpret social cues, identify and compensate for distortions and errors in thinking, generate alternative solutions, and make decisions about appropriate behavior. The Contractor shall administer the curriculum, manage the program and report on each parolee enrolled by making notations in parolees' CMP.

1. CBT services are provided on site at the DRC or via a Subcontractor.
2. Subcontracted services shall be documented and kept on file at the DRC.
3. Written policies and procedures pertaining to CBT services shall be placed in an operations manual located on site at the DRC facility.

At a minimum, the CBT curricula shall include:

1. Anger Management

The Contractor shall provide CBT curriculum to include anger management programming to address parolees who have aggressive and anti-social behavior. The goal shall be to help displace out-of-control destructive behaviors with constructive pro-social behavior.

2. Criminal Thinking

The Contractor shall provide CBT curricula that address parolee's anti-social thinking, criminal behaviors, and moral reasoning. The curricula shall include moral development, narcissism, low ego, self-esteem, resistance to change, defensive attitudes, reasoning and behavioral traits that lead to criminal activity.

3. Family Relationships

The Contractor shall include in the CBT curricula, family, parenting and liaison services between parolees and their families. The goal is to strengthen and/or renew family foundations by minimizing stress and anxiety during parole and promoting healthy family values and parenting skills.

G. Employment Services

1. Job Development

The Contractor shall offer a variety of resources to transition parolees into long-term sustainable work. The Contractor shall provide a structured employment program with assistance from the Job Developer. The Contractor shall assist the parolees in enrolling in any career technical education and/or college courses.

2. Employment Skills

The Contractor shall evaluate and determine unemployed parolees' skills. The Contractor shall take into consideration their assessed needs based upon any career technical education, college courses and/or degrees or training received while incarcerated. This programming shall include, but is not limited to:

a. Employment Preparation
b. Résumé Writing
c. Social Skills
d. Interviewing Skills
e. Job Searching

3. Transitional Job Program

The Contractor shall work with local employers to develop and implement a transitional job program whereby eligible parolees can be hired into entry-level employment opportunities while they are searching for long-term, sustainable employment.

4. Job Placement

The Contractor shall actively seek long-term, full-time employment opportunities for parolees. The Contractor shall track and report data on parolees' training and transition to long-term, sustainable work, including job placement and retention.

H. Life Skills

The Contractor shall provide basic Life Skills programming to help parolees live successfully and function in their multiple roles as members of a family, community, and workforce.

1. Life Skills programming is provided on site at the DRC or via a Subcontractor.
2. Subcontracted services shall be documented and kept on file at the DRC.
3. Written policies and procedures pertaining to Life Skills Programming shall be placed in an operations manual located on site at the DRC facility.

Life Skills programming shall include, at a minimum:

1. Effective Communication;
2. Victim Awareness;
3. Healthy Relationships and Counseling Services;
4. Health and Personal Hygiene; and
5. Financial Literacy.

I. Parolee Transportation

The Contractor shall ensure parolees have transportation to attend the DRC as well as community resource appointments, job interviews, job fairs, and other employment related activities through the use of public transportation (i.e. bus passes/tokens) or by contracted transportation. Public Transportation must be located within one half (0.5) mile of the DRC facility.

If bus passes/tokens are provided, they should not exceed two (2) tokens per day unless otherwise described in the policies and procedures as to when a parolee is eligible for more than two (2) tokens per day.

J. Breathalyzer/Urinalysis Testing

The Contractor shall use a breathalyzer and/or any other non-invasive alcohol and drug detection devices to test parolees at any time.

1. The Contractor shall test parolees on a random basis and for probable cause if behavior is exhibited consistent with being under the influence.
2. All parolees who test positive shall be reported to the AOR on the same day the test was administered.
3. Any parolees refusing to test shall be reported to the AOR/Officer of the Day/Unit Supervisor immediately.

K. Community Resource Partnerships

The Contractor shall maintain community resources in which parolees can be referred outside of the DRC. These community resources must include, but are not limited to, medical and mental health services, food and clothes banks, volunteer

work, and benefits such as food stamps for parolees. The Contractor shall have a policy in place to refer parolees to local, charitable organizations for clothing needs.

L. Substance Use Disorder (SUD) Services

The Contractor shall provide non-residential (outpatient) SUD services to those parolees assessed with a SUD need.

The Contractor shall ensure the following:

1. SUD services are provided on site at the DRC or via a Subcontractor.
2. Subcontracted services shall be documented and kept on file at the DRC.
3. All SUD services are provided by a certified alcohol and drug counselor, per CCR Title 9, Chapter 8. Documentation verifying the staff member is certified must be kept on file at the DRC.
4. Written policies and procedures pertaining to SUD services shall be placed in an operations manual located on site at the DRC facility.

M. Education / Literacy

The Contractor shall provide education services. The Contractor shall ensure the curriculum used focuses on basic proficiency in reading, writing, math, and employability skills. The Contractor shall use an evidence-based reading instruction program. The Contractor shall use evidence-based assessment practices while providing additional instruction in reading comprehension to increase High School Equivalence (GED/HiSet/TASC) passage rates.

The Contractor shall assess the parolee's educational needs and ensure the parolee receives the appropriate level of education services. Parolees shall be placed in computer reading, math and applied skills levels according to their ability and progress at their own pace, upon assessed need. In addition to basic skills, instruction in reading and math, the parolee shall receive instruction using the latest academic, career exploration, and employability software programs to target specific areas of parolee needs.

The Contractor shall provide dedicated classroom space to accommodate up to ten (10) percent of the daily capacity. Shared space and open general areas are not considered accommodating space.
The classrooms shall be fully furnished with computer desks, tables, chairs, and standard classroom supplies.

The Contractor shall provide for no less than ten (10) operational computer workstations, adequate office space for facilitators, copy machine, equipment, and supplies; and service lines for facsimile, telephone service, and a dedicated internet modem line(s).

VI. PROGRAM ADMINISTRATION

The Contractor's responsibilities shall include the following:

A. Contractor Communication

1. Conduct a conference call on a monthly basis with the DRP Program Analyst. The Contractor and the DRP Program Analyst will also meet when necessary to provide assistance to the Contractor in implementation of processes, problem solving, quality assurance, and determining future performance objectives.

2. Maintain communication with the AOR and the parolee at least monthly and/or as needed to share information regarding activities and solicit participation in the progress of the CMP.

3. Work cooperatively with CDCR and any other public or private entities identified by CDCR. This may include state agencies, local government agencies, faith-based organizations, and other community non-profit organizations to enhance their program services.

B. Incident Reporting Protocols

1. Contact local law enforcement and the 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.

2. Notify the DRP Chief, DRP Staff Services Manager II, DRP Program Analyst, and AOR by email and/or phone of any and all press inquiries concerning parolees or on-site program. Advance notification of any and all on-site events that may include public officials, dignitaries, and the press and television news crews is required. This also applies to off-site events that are sponsored by the program or by their organization.

3. All major incidents must be reported immediately to DRP and DAPO; critical and notable incidents must be reported to DRP and DAPO within twenty-four (24) hours utilizing the Incident Report (CDCR 2284), (Attachment 4). Incident Reporting Policy and procedures will be provided at time of contract commencement.

C. Health Care Enrollment

1. The Contractor shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for parolees 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.

2. The Contractor shall provide intake screening for parolees 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 program and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.

3. Based upon the intake screening, parolees 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.

D. Invoice Policy and Procedure

1. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 15th day of each month. A Contractor's total monthly payment request on a cost reimbursement basis shall be reported on the following form:

   a. Monthly Invoice for Contract Expenditures (Attachment 5)

   The Contractor shall forward the original invoice and copies of all supporting documentation to the DRP Program Analyst according to the terms and conditions of Exhibit B, Budget Detail and Payment Provisions. Invoice packages that are incomplete, improperly prepared and/or are missing the required supporting documentation, and/or fail to have their monthly electronic data uploaded or sent, will be disputed in whole or in part and returned to the Contractor.

2. CDCR reserves the right to revise the invoice forms, and/or the processing procedures utilized in this Agreement to suit the needs of the State without processing an amendment.

E. Case Files

The Contractor shall ensure all case files are maintained either in a printed hardcopy format, or electronically until the Automated Reentry Management System (ARMS) is fully operational. Once ARMS is fully operational, case files will be maintained in the ARMS Data Management System (refer to Section VI, F).

The Contractor shall maintain current and accurate parolee case files. CDCR reserves the right to identify additional file requirements as required. All case files shall be maintained in a locked file cabinet, in a secured area in the DRC office. The Contractor shall adhere to all other confidentiality requirements of alcohol and drug use client data, in accordance with the Federal Regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records," (Title 42 CFR, Part 2).

A complete file consists of, but is not limited to:

a. Parolee's full name and CDCR number;
b. Intake forms and admission agreements/documents;
c. Health questionnaire and/or forms;
d. All assessments (COMPAS/secondary method);
e. Program orientation proof of attendance;
f. Parolee's disclosure and authorization forms;

g. CMP (initial and updates);
h. Counseling forms and supporting documents;
i. Parolee's programming and service attendance records;
j. Service referrals;
k. Job Development forms/documents;
l. Family Relationship forms/documents;
m. Urinary testing, dates, and results;
n. Disciplinary documents;
o. Emergency release and notifications;
p. Reasonable accommodations document/forms; and
q. Discharge summary and/or exit plans.

F. ARMS Data Management

1. Under the "audit and evaluation" exception of Title 42 CFR, Section 2.53, parolee identifying information may be disclosed with either: 1) a signed Parolee Authorization for Release of Information (ROI), (Attachment 6), or 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. The Contractor shall comply with CDCR's Information Security Agreement, which shall be signed upon contract commencement.

3. Each Contractor shall request each parolee to sign the ROI. It is the responsibility of the Contractor to ensure data security as outlined in the Automated Reentry Management System Data Sharing Agreement (DSA), (Exhibit F). Once the ROI is complete, relevant data within ARMS will be available.

4. Once ARMS is fully operational, data entry is required daily. The ARMS allows authorized individuals to be identified to input data. It is the responsibility of the Contractor to ensure ongoing data accuracy.

5. The Contractor shall 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 are to include an information security policy and a disaster recovery process.

6. The Contractor shall ensure that all computers with internet access or those networked to other computers with internet access are secured with firewalls and updated virus protection.

7. The Contractor shall ensure user authentication is controlled by user account and password, personal identification number, or other equally secure means. Users shall be required to change passwords periodically, and the account can be set to automatically lock after a predetermined number of unsuccessful logins. Password transmission and storage shall be encrypted and not be viewable. Users shall be automatically logged off after a defined period of inactivity.

8. The Contractor shall submit verified data reports by the 10th calendar day of the following month. Other reports shall be forwarded to the designated DRP Program Analyst(s) with the monthly invoice.

9. The Contractor shall ensure all parolee 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.

10. The Contractor shall participate in the evaluation of the program and assist CDCR and designated evaluators in information collection and program analysis.

11. The data to be collected shall include, at a minimum: parolee demographics, assessment, services provided to the parolee, and outcome measures. The Contractor shall work cooperatively with CDCR or designee to provide all data collected on parolees.

12. The Contractor shall identify a point of contact to address data quality issues. In addition, the Contractor shall designate a primary and alternate staff responsible for data entry and reporting. The Contractor shall give CDCR fifteen (15) days advance notice prior to releasing or distributing any parolee data, program information, or operation protocols, to allow CDCR to review and deny the request.

13. For technical assistance regarding ARMS, please email ARMSRequests@CDCR.ca.gov.

G. Participation Report

The Contractor shall maintain a Daily Register of Parolee Participation which is the daily record showing the parolees' attendance in the program as of 12:00 midnight of the preceding day. The Daily Register of Parolee Participation shall be maintained by the Contractor in support of the weekly parolee reports provided to the DRP Program Analyst. Once ARMS is fully operational, the Contractor shall enter parolee participation data daily. The Daily Register of Parolee Participation shall include, but is not limited to:

a. CDCR Number;
b. Parolee's Name: First, Middle Initial and Last;
c. Date Released to Parole;
d. Enrollment Date;
e. Contractor Name, Address;
f. Type of Program Service;
g. Hours of Participation;
h. Discharge Date; and
i. Discharge Type/Reason.

H. Performance Measures

The Contractor shall, at a minimum:

1. Provide parolees with programming and services according to evidence-based principles as stated throughout this Agreement and as determined by individual risks and needs assessments.

2. Implement performance measures for each of the program components (see Section V, Program Components) and measure the progress of the parolee

against the goals laid out in the parolee's CMP.

3. Document programming, services, referrals, changes in risk and needs, and progress for all parolees on a weekly basis in the parolee's CMP. The CMP shall document all program and services delivered, including the number of hours of participation in each area.

4. Parolees shall be actively engaged in programming services. Non-participation shall be reported to the AOR for disciplinary actions.

5. Maintain accurate and verifiable data server as required by CDCR guidelines.

6. CDCR may require additional performance measures with a minimum of thirty (30) days written notice.

I. Program Accountability Reviews (PAR) and Corrective Action Plans (CAP)

1. DRP staff shall conduct routine PARs of Contractor facilities and Transitional Housing facilities to review program quality, program management, facility operations, and the general safety of the facility and grounds. PARs shall be conducted in order to verify that the Contractor is in compliance with the terms of this Agreement. The Contractor shall receive a copy of the PAR report.

2. The Contractor shall submit to the DRP Program Analyst a completed CAP within ten (10) days of receiving the CAP template, which will indicate the actions to be taken to correct the identified deficiencies and time frame required for full compliance. Unless otherwise noted, any areas of non-compliance identified during the review shall be corrected within thirty (30) days.

3. The DRP Program Analyst shall review the CAP and determine whether the plan fully addresses the finding(s) and whether the timeframe for completion of the corrective action(s) is appropriate.

4. All CAPs are subject to verification and approval. A follow-up PAR may be scheduled to determine compliance with the CAP.

5. Should the Contractor dispute any of the PAR findings, a written appeal may be filed within ten (10) days of receipt of the PAR Report. The first level appeal is to the DRP Chief of CRS and the second level appeal is to the Deputy Director of CRS.

J. Failure to Perform Contracted Services

1. Failure to provide and/or improve services within the time frame established in this Agreement will result in a non-compliance status. DRP shall state in writing the reasons the Contractor does not meet the Agreement standards and/or CDCR policies and procedures. DRP shall not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance.

2. The Contractor shall be subject to sanctions if they should fail to adequately perform the services under the terms and conditions of this Agreement, resulting in a breach of security or health and safety standards, and/or CDCR policies and procedures.

K. Sanctions for Non-Compliance

The Contractor shall be evaluated for compliance (i.e. PAR, data review, fiscal audit, etc.). Should the Contractor be found out of compliance with this Agreement, or fail to adequately complete the corrective action(s) timely as required by the CAP, the Contractor may be subject to one or more of the following sanctions:

1. Activation of procedures outlined in the State Contracting Manual, Chapter 9, Section 9.11;
2. Withheld reimbursement for services rendered during the period of non-compliance;
3. Removal of parolees from the program and suspension of services without reimbursement;
4. Immediate PAR with a CAP to correct all deficiencies;
5. Reimbursement to CDCR for costs incurred by the Contractor's failure to perform;
6. Immediate program and fiscal audit with costs charged to the Contractor;
7. Withholding of a percentage of charges for the work that is out of compliance as a security for the correction of the deficiency. When the Contractor recovers compliance, the amount withheld shall be remitted on the next invoice.
8. Profit/Service Fee shall be withheld until the CAP has been completed to the satisfaction of DRP; and
9. Termination of the Agreement.

L. Termination of Contract

The Contractor shall return at their own expense, all electronic and paper data collected to the DRP Program Analyst within thirty (30) days of the effective date of termination of the contract. Data shall include, but is not limited to: parolee case files; personnel files; and facility and organization files accrued under this Agreement. The Contractor shall fully comply with the Federal Regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records" Title 42 CFR, Part 2.

VII. CDCR RESPONSIBILITIES

The CDCR's responsibilities shall include the following:

A. Assessment, Referral and Removal

1. Assess a parolee's risk to reoffend using the California Static Risk Assessment (CSRA). Identify criminogenic needs and generate a Reentry Case Management Plan using the COMPAS assessment.
2. Provide the Reentry COMPAS Summary to the Contractor, when available.
3. Refer parolees to the Contractor, ensure program goals and hours are achieved.

Referrals will be made on an Activity Report (CDCR 1502), (Attachment 3).

4. CDCR reserves the right to remove any parolee from the DRC program.

B. Collaboration

1. Facilitate collaboration between the DRP, DAPO, and the Contractor regarding parolee related referrals, activities, and progress on the case plans, including discharge plans.

2. DAPO will have the final decision-making authority regarding closures/lock-downs at the DRC in urgent and emergent situations such as bomb threats and active shooter.

C. Training and Technical Assistance

1. Provide updates to the Contractor relevant to the effective management of parolees pursuant to CDCR rules and regulations, policies, and procedures.
2. Provide technical assistance to the Contractor and DAPO staff regarding program operation as needed.
3. Through site visits, evaluate the program and physical facility to ensure program quality and contract compliance.

VIII. CONTRACT CONTACT INFORMATION

A. Billing/Payment Issues:
Headquarters Accounting Office
Phone No.: (916) 255-5443
Fax No.: (916) 255-5418

B. Scope of Work/Performance Issues:
Division of Rehabilitative Programs
Phone No.: (916) 323-4370
Fax No.: (916) 324-8125

C. 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, Budget Rate Sheet, and made a part of this Agreement. Exhibit B-1, Budget Rate Sheet 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 on or before the 15th of the month.

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

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. Advanced Payment for Non-Profit Organizations

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

6. 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.

BUDGET RATE SHEET

Monterey County Probation Department

Participants (Estimated)	Per Day (Per Diem)	# of Days (Estimated)	Total Cost
30	$30.00	360	$324,000.00
Total FY 18/19			$324,000.00

Participants (Estimated)	Per Day (Per Diem)	# of Days (Estimated)	Total Cost
30	$30.00	360	$324,000.00
Total FY 19/20			$324,000.00
Grand Total			$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 an Exhibit and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. **Confidentiality of Data**

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

   If the methods and procedures employed by the Contractor for the protection of the

Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

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

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

4. **Accounting Principles**

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

5. **Taxes**

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

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

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

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

7. **Contract Suspension**

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

payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

8. Extension of Term

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

9. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting 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 that 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:

Commercial General Liability- Provider agrees to carry a minimum of $1,000,000 per occurrence for bodily injury and property damage liability combined.

Auto Liability Insurance – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

Non-Medical Professional Liability- Contractor and any subcontractors shall maintain Professional Liability Insurance in the amount of $1,000,000 per occurrence, $3,000,000 in the aggregate, including coverage for any errors and omissions caused by negligence in the performance of duties under this Agreement.

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, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

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

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.

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

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

Agreement Number C5607979
July 1, 2018-June 30, 2020

<Insert Date>

ARMS DATA SHARING SECURITY AGREEMENT

Agreement is made at Sacramento California on <Insert Date> by and between the California Department of Corrections (CDCR) and Monterey County Probation Department (**PROVIDER**) (Agreement Number C5607979, July 1, 2018-June 30, 2020) 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 between CDCR and **PROVIDER** dated July 1, 2018.

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 inspections 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).
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 Portability and Accountability Act (HIPAA) 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 Department 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) - 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.

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

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 CDCR 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.

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

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 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 User Management

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.

b) In the event that the employment of a Provider employee or sub-contract entity or person who utilizes an ARMS user account for the CDCR program, is terminated for cause, or whose employment is terminated or ended for any reason, Provider agrees that the Providers local Site Administrator will inactivate the ARMS user's account immediately.

c) Provider agrees to inform CDCR of any change in the status of an ARMS user, including those referenced this section within one (1) business day.

d) CDCR reserves the right to inspect Provider user status change records in accordance with Section 3 of this ARMS DSA.

v. Provider shall exercise care for ARMS Data that is brought into ARMS, but not entered by Provider. ARM S 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.

vi. 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 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).

vii. 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.

viii. 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.

ix. 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.

x. 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 all the provisions herein. 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 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:

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

Provider contact for such notification is:

Mike Derr
Contracts/Purchasing Officer
Monterey County Probation Department
(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.

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.

ARMS DATA SHARING SECURITY AGREEMENT

CDCR

RYAN SOUZA
Deputy Director
Program Support
Division of Rehabilitative Programs

Date

VITALIY PANYCH
Agency Information Security Officer
Enterprise Information Services

Date

NOTE: In the event a Provider has signed the DSA, but before CDCR has signed, and there has been a change in CDCR officers, CDCR shall attach an updated signature page so the current officers can sign.

CONTRACTED PROVIDER
MONTEREY COUNTY PROBATION DEPARTMENT

Name Title Date

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

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 party 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
Susan Blitch
Senior Deputy County Counsel
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901

Telephone: (831) 755-5045

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