



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No. A-13987

Upon motion of Supervisor Parker, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorize the Contracts/Purchasing Officer to sign an Agreement between the California Department of Corrections and Rehabilitation and the County of Monterey Probation Department allocating State funding in the annual amount of \$324,000 for fiscal years 2018-19 and 2019-20, for a total amount of \$648,000 to provide services to adult parolees participating in the Day Reporting Center operated by GEO Reentry Services, LLC; and
- b. Approved and authorize the Contracts/Purchasing Officer to execute the Agreement with the State, and any related documents or amendments.

PASSED AND ADOPTED on this 19th day of June 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

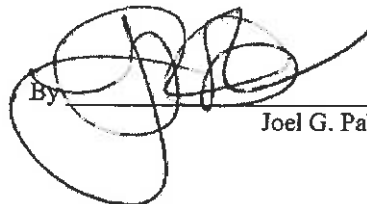
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting June 19, 2018.

Dated: June 26, 2018  
File ID: A 18-242

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

By 

Joel G. Pablo, Deputy

DIVISION OF ADMINISTRATIVE SERVICES  
OFFICE OF BUSINESS SERVICES9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827

July 19, 2018

County of Monterey Probation Department  
Mike Derr, Contracts/Purchasing Officer  
20 East Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

Dear Mr. Derr:

**AGREEMENT NUMBER: C5607979**  
**SERVICE: DAY REPORTING CENTER- MONTEREY COUNTY**

Enclosed for your files is a fully executed Agreement Amendment regarding the service(s) described above with the California Department of Corrections and Rehabilitation for the period of July 1, 2018 through June 30, 2020.

A copy of this Agreement has been forwarded to the Headquarters Accounting Office, which is responsible for the payment of approved invoices. In order to expedite the payment process, please ensure all invoices submitted to the State are submitted in accordance with the payment provisions of this Agreement. Invoices must be accurate; reasonable for the services performed and costs incurred, and include all applicable receipts and necessary supporting documentation as stated in this Agreement. Every invoice must also clearly state the Agreement Number and the Purchase Order Number. If invoices are submitted electronically via email; email must include the name on the Agreement and Agreement Number in the subject line of the email. The email must include an attached PDF of the invoice(s) with reference to the institution name and invoice number.

<u>Fiscal Year</u>	<u>Work Completed During</u>	<u>Purchase Order Number</u>
2018/19	07/01/2018 to 06/30/2019	4400016102
2019/20	07/01/2019 to 06/30/2020	4400016103

If you have any questions or need assistance, do not hesitate to contact me at (916) 255-3198.

Sincerely,

*Tara Keiser*Tara Keiser  
Contract Analyst  
Headquarters Contracts Unit 2  
Contracts Management Branch

Enclosure(s)

**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>C6607979</b>
REGISTRATION NUMBER

Item Number 4 Continued:

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

1 page  
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2 pages  
1 page  
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3 pages

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OFFICE OF BUSINESS  
SERVICES

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.

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

- 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.

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.

**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.

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.

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

## **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

- 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.

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.

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

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.

**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

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

**11. Subcontractor/Consultant Information**

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

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashing, 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.

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

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.

- 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.

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.

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).

**ARMS DATA SHARING SECURITY AGREEMENT**



**FOR OFFICIAL USE ONLY**

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

**Between**

**THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND  
REHABILITATION**

**and**

**MONTEREY COUNTY PROBATION DEPARTMENT**

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

*<Insert Date>*

**FOR OFFICIAL USE ONLY**

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**ARMS DATA SHARING SECURITY AGREEMENT**



- 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.

**ARMS DATA SHARING SECURITY AGREEMENT**



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.

**ARMS DATA SHARING SECURITY AGREEMENT**



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

**ARMS DATA SHARING SECURITY AGREEMENT**



- 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.

**ARMS DATA SHARING SECURITY AGREEMENT**



**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.



**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

- 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

- (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.

### ARTICLE 3 SECURITY

#### 3.1 Government Healthcare Program Representations.

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

#### 3.2 Security Procedures.

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

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

**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.

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.

(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

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.

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
EXEMPTION REQUEST WAIVER TO MINIMUM QUALIFICATIONS (MQs)**

Contractor Name:	Date of Request:
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Facility Address:	Telephone Number:
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(Please Attach Additional Sheet If Necessary)

Name of Candidate: _____		
Position Applied For: _____		
MQs Not Met: _____		
Plan to Meet MQs: _____		
Date Candidate Expected to Meet MQs: _____		
Specific Steps Contractor is Taking to Fill Position Should Candidate Not Meet MQs Upon Expiration of Exemption:		
Print Name & Title of Authorized Representative	Signature of Authorized Representative	Date

(Attach Additional Sheet(s) If Necessary)

<b>CDJR Program Analyst</b>		
Statement of Agreement/Disapproval:		
<input type="checkbox"/> Recommend Approval	<input type="checkbox"/> Recommend Disapproval	
Print Name	Signature	Date
<b>Staff Services Manager</b>		
<input type="checkbox"/> Recommend Approval	<input type="checkbox"/> Recommend Disapproval	
Print Name	Signature	Date
<b>Chief of Designee (Staff Service Manager)</b>		
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	
Print Name	Signature	Date
Date Approved: _____ Date Exemption Expires: _____		

Monterey County Probation Department  
California Department of Corrections and Rehabilitation  
Activity Report (CDCR 1502)

Agreement Number C5607979  
Attachment 3

DEPARTMENT OF CORRECTIONS AND REHABILITATION

STATE OF CALIFORNIA  
ACTIVITY REPORT  
CDCR 1502 (Rev. 10/06)

CHECK BOX				
<input type="checkbox"/> SUPPLEMENTAL TO:		<input type="checkbox"/> ACTIVITY REPORT	<input type="checkbox"/> CASE REVIEW	<input type="checkbox"/> CIVIL ADDICT Suspend/Reinstate
		<input type="checkbox"/> DISCHARGE REVIEW - FELON/ NON-FELON		
CDC NUMBER	NAME	SUPERVISION CATEGORY	REGION	PAROLE UNIT
COMMITMENT OFFENSE		IS COMMITMENT OFFENSE SUBJECT TO 867.6 (3) P.C. (WHETHER OR NOT COMMITMENT WAS ENHANCED)?		<input type="checkbox"/> YES <input type="checkbox"/> NO
* DISCHARGE REVIEW DATE		* CONTROLLING DISCHARGE DATE		IMMINENT DISCHARGE <input type="checkbox"/>
IF ARRESTED, COMPLETE THE FOLLOWING ARREST DATA				
ARREST DATE	HOLD DATE	HOLD REMOVED DATE	ARRESTING AGENCY	BOOKING NUMBER AND / OR LOCATION
LOCAL NUMBER	REPORT NUMBER		NAME BOOKED AS	

PAROLE AGENT'S RECOMMENDATION:

<input type="checkbox"/> CONTINUED ON SECOND PAGE	
PAROLE AGENT'S SIGNATURE	
BADGE #	DATE SIGNED

UNIT SUPERVISOR'S ACTION:

<input type="checkbox"/> DECISION	<input type="checkbox"/> REVIEW	<input type="checkbox"/> RETAIN HOLD	<input type="checkbox"/> RELEASE HOLD AS OF (DATE):	<input type="checkbox"/> CANCEL WARRANTS - WANTS
<input type="checkbox"/> CONTINUE ON PAROLE	<input type="checkbox"/> CONTINUE IN OUT PATIENT STATUS	<input type="checkbox"/> * DISCHARGE EFFECTIVE (DATE):		<input type="checkbox"/> RETAIN ON PAROLE
<input type="checkbox"/> REINSTATE ON PAROLE AS OF (DATE):	<input type="checkbox"/> TIME LOSS <input type="checkbox"/> NO TIME LOSS	<input type="checkbox"/> SUSPEND / REINSTATE IN OPS / CAP AS OF (DATE):	<input type="checkbox"/> REFER TO BPH	<input type="checkbox"/> INVESTIGATE, SUBMIT APPROPRIATE REPORT BY (DATE):
<input type="checkbox"/> SPECIAL CONDITION(S):				<input type="checkbox"/> ADD <input type="checkbox"/> DELETE

UNIT SUPERVISOR'S COMMENTS / RECOMMENDATION:

<input type="checkbox"/> REFER TO DISTRICT ADMINISTRATOR	UNIT SUPERVISOR'S SIGNATURE	BADGE #	DATE SIGNED
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DISTRICT ADMINISTRATOR'S COMMENTS / DECISION:

<input type="checkbox"/> REFER TO BPH	<input type="checkbox"/> * DISCHARGE EFFECTIVE (DATE):	DISTRICT ADMINISTRATOR'S SIGNATURE	BADGE #	DATE SIGNED
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PAROLEE / RELEASEE COPY PROVIDED (DATE):	<input type="checkbox"/> MAILED	<input type="checkbox"/> DELIVERED BY:
--	---------------------------------	--



FID000035B

CHECK ALL DIVISIONS THAT WERE NOTIFIED OF THIS INCIDENT <input type="checkbox"/> DAPO <input type="checkbox"/> DHCS <input type="checkbox"/> DRP <input type="checkbox"/> OTHER: _____		INCIDENT DATE	INCIDENT TIME
CDC NUMBER	PAROLEE NAME (LAST, FIRST, MI)	PAROLE AGENT OF RECORD (NAME AND TELEPHONE NUMBER)	
INCIDENT LOCATION/SITE NAME AND PHYSICAL ADDRESS		NAME AND ADDRESS OF REPORTING AGENCY OR PROGRAM	
PROGRAM ADMISSION DATE	CASE MANAGER NAME TELEPHONE NUMBER AND E-MAIL ADDRESS		
WAS LOCAL LAW ENFORCEMENT AGENCY CONTACTED? <input type="checkbox"/> YES <input type="checkbox"/> NO		WAS THE PAROLEE ARRESTED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF LOCAL LAW ENFORCEMENT AGENCY CONTACTED		IF ARRESTED, NAME OF ARRESTING AGENCY	DATE OF ARREST
CHECK ALL OTHER EMERGENCY RESPONSE AGENCIES CONTACTED <input type="checkbox"/> FIRE <input type="checkbox"/> PARAMEDICS <input type="checkbox"/> POLICE		NAME(S) OF AGENCY(IES) CONTACTED	
NEWS MEDIA COVERAGE <input type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF NEWS MEDIA AGENCY	NEWS MEDIA REPRESENTATIVE'S NAME AND TELEPHONE NUMBER	
<b>DESCRIPTION OF INCIDENT</b> PLEASE PROVIDE A DETAILED DESCRIPTION OF KNOWN INFORMATION RELATED TO THIS INCIDENT (WHO, WHAT, WHEN, WHERE, HOW, AND IF KNOWN, WHY, AND INCLUDE THE NAMES OF WITNESSES OR OTHER INVOLVED PARTIES AND ANY ACTIONS TAKEN OR FORCE USED.)			
NAME AND TITLE OF REPORTING PERSON (PRINT)		TELEPHONE NUMBER	SIGNATURE
			DATE

DISTRIBUTION: ORIGINAL TO DIVISION OF REHABILITATIVE PROGRAMS, OFFICE OF OFFENDER SERVICES / COMMUNITY AND REENTRY SERVICES  
COPY TO PAROLE AGENT OF RECORD

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

Page 1 of 3

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

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

Page 3 of 3

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

[45 C.F.R. S. 164.508(c)(1)(ii) & Civ. Code S. 56.11(e)-(f)]

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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