AGENDA ITEM NO.
C-21

COUNTY OF HUMBOLDT

For the meeting of: August 18, 2015

Date: June 19, 2015

To: Board of Supervisors

From: William Damiano, Chief Probation Officer

Subject: Agreement between Humboldt State University and Humboldt County Probation and corresponding Supplemental Budget for budget unit 294 (4/5 vote required)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement between Humboldt State University, Sponsored Programs Foundation- California Center for Rural Policy and the Humboldt County Probation department for the collection and analysis of Assembly Bill 109 (AB 109) programs in Humboldt County and their impact.

2. Authorize William Damiano, Chief Probation Officer, to sign the agreement on behalf of Humboldt County Probation.

3. Approve the supplemental budget attached for budget unit 294, contract services. (4/5 vote required).

Prepared by : Ellisha Hardison, Legal Office Business Manager CAO Approval

REVIEW:
Auditor County Counsel Human Resources Other

TYPE OF ITEM:
___X___ Consent
_____ Departmental
_____ Public Hearing
_____ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Lovelace Seconded by Supervisor Sundberg

Ayes Sundberg, Lovelace, Fennell, Bohn, Bass
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Aug. 18, 2015
By:
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Humboldt County Public Safety Realignment Allocation

DISCUSSION:

AB109 (California Criminal Justice Realignment Act) reduces the number of felony probationers sent to state prisons. In Humboldt County, the Humboldt County Community Corrections Partnership Executive Committee (CCP) developed the AB109 Public Safety Realignment Plan in order to direct the county's activities related to the implementation of AB109. The Humboldt County Probation Department and the Humboldt County Community Corrections Partnership Executive Committee sought support in making data-informed decisions about how resources should be used to improve public safety, reduce jail populations, and reduce recidivism. To that end, in January 2014 an agreement was entered into with Humboldt State University by Humboldt County Probation for Phase I of a three phase evaluation of the AB109 Public Safety Realignment Plan and impacts in Humboldt County. The agreement term was from December 2013 – June 2015 and the objectives of the agreement for Phase I, which have now been completed, were to:

1. Develop an evaluation framework to assess the impact and effectiveness of services delivered by Humboldt County agencies and Community Based Organizations (CBOs) in meeting objectives of the AB109 Public Safety Realignment Plan
2. Develop a data warehouse for tracking delivery of local services and outcomes related to impacts of AB109
3. Evaluate impacts and cost effectiveness of services provided locally (by County agencies and CBOs) towards meeting the aims of the legislation (i.e. reducing prison population, reduce offender recidivism, and repetitive crime), as supported by relevant outcome data to assist in directing the decision-making process regarding allocation of program funding.
4. Identify services provided locally that are associated with improved recidivism outcomes, and areas for strengthening locally provided services in order to better address public safety and decrease recidivism.

The agreement before the Board today is for Phases II and III of this data project. The agreement and scope of services went before the Humboldt County Community Corrections Partnership Executive Committee on June 17, 2015 and was approved by unanimous vote.
Phase II objectives will be to:

1. Build, test and implement the database structure and process for exporting data into the data warehouse.

Phase III objectives will be to:

1. Build and generate reports analyzing data relating to the delivery of local services and outcomes based on those services and their impacts to public safety and recidivism rates.

Phases II and III are projected to be completed over the term of this agreement with completion of this project set for June 2016. The cost for these services is $62,655 which will be paid entirely from Realignment, contract services, 1100-235-2325 and all within fiscal year 2015/16.

FINANCIAL IMPACT:

This agreement supports the Board's strategic framework by facilitating public/private partnerships to solve problems and providing community-appropriate levels of service for probationers impacted by AB109. The cost for this data project is $62,655 and will be billed to Humboldt County Probation in four, quarterly invoices with work concluding June 30, 2016. All invoices will be paid from the Realignment budget unit 294, contract services (1100-294-2355) and will be paid within the 2015/16 fiscal year. There are no anticipated ongoing costs associated with this contract. The requested supplemental budget for $62,655 is required to provide funding for the contract.

OTHER AGENCY INVOLVEMENT:

Humboldt State University, Sponsored Programs Foundation
California Center for Rural Policy

Humboldt County Community Corrections Partnership Executive Committee

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may elect not to approve the agreement between Humboldt State University and Humboldt County Probation for AB109 data collection and analysis and the corresponding supplemental budget however this is not recommended. This agreement is the continuation of a project already in process that is providing valuable data and data analysis relating to AB109 programs which will be used by Humboldt County Probation and the Humboldt County Community Corrections Partnership Executive Committee (CCP) to support data-informed decisions about how resources should be used to improve public safety, reduce jail populations, and reduce recidivism in Humboldt County.

ATTACHMENTS:

1. Agreement between Humboldt State University and Humboldt County Probation for AB109 data services, Phases II and III

2. Exhibit B, Data Sharing and Management Protocol

3. Supplemental Budget for Budget Unit 294, contract services

AGREEMENT FOR SERVICES

This Agreement is made and entered into this _____ day of _____, 20____, by and between the Humboldt State University Sponsored Programs Foundation, California Center for Rural Policy, a not-for-profit public benefit corporation, hereinafter referred to as "CENTER" and the County of Humboldt, a political subdivision of the State of California, and the Humboldt County Probation Department, hereinafter referred to as "COUNTY"

WITNESSETH

WHEREAS, the Humboldt County Probation Department and the Community Corrections Partnership Executive Committee is in need of an evaluation project to assess impacts of AB 109 Public Safety Realignment Plan in Humboldt County on public safety, jail populations and probation recidivism, and

WHEREAS, the Humboldt State University Sponsored Programs Foundation, California Center for Rural Policy has agreed to assist the Community Corrections Partnership Executive Committee and the Probation Department by collecting and analyzing data related to the implementation of AB 109 programs in Humboldt County, and

WHEREAS, the Humboldt State University Sponsored Programs Foundation, California Center for Rural Policy has facilitated the successful completion of Phase 1 of this AB 109 evaluation project, as evidenced by the development of an AB 109 Data Sharing and Management Protocol endorsed by the AB 109 Data Workgroup, describing agreed upon purpose of and protocol for the operation and maintenance of a secure data warehouse receiving data from member agencies of the Humboldt Community Corrections Partnership, and

WHEREAS, the Humboldt State University Sponsored Programs Foundation, California Center for Rural Policy proposes continued implementation of activities of this multi-phase project to build and operate a data warehouse for tracking delivery of local services and outcomes related to impacts of AB 109 Public Safety Realignment Plan and SB 678, and to develop and generate reports and dashboards analyzing the data imported from AB109 into the data warehouse in order to assess impacts of AB 109. This Agreement addresses Phase Two and Three of the overall project.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES**

CENTER agrees to provide services described in Exhibit A, Scope of Services, consisting of four (4) pages, which exhibit is attached hereto and incorporated by reference. Said exhibit describes work to be performed by CENTER under this Agreement. Services will be guided by the AB 109 Data Sharing and Management Protocol, Exhibit B, a document consisting of twenty-four (24) pages, which exhibit is attached hereto and incorporated by reference. The Protocol serves as an expression of collaboration and commitment between the CENTER, Humboldt County Probation Department, Humboldt County DHHS, Humboldt County Sheriff's Office, Humboldt County District Attorney, Humboldt County Public Defender and the Superior Court.

2. **TERM**

This Agreement shall commence upon July 1, 2015, and shall terminate June 30, 2016.

3. **COMPENSATION**

The parties agree that the total maximum compensation for services performed and costs incurred under this Agreement is a fixed fee of sixty-two thousand six hundred sixty-five dollars and no cents ($62,665.00).

4. **PAYMENT**

CENTER shall supply detailed quarterly invoices to COUNTY itemizing all work and costs incurred as of the invoice date. Payment will be made no later than thirty (30) days after receipt of invoice.

5. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by COUNTY without cause, at any time and for any reason, upon thirty (30) days written notice to CENTER. COUNTY may terminate this Agreement and recover all compensation paid to CENTER for all services not rendered as of date of termination. Notice may be given by delivering a copy of said notice to CENTER personally, or by mailing a copy of said notice to CENTER. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 14, Notices.

6. **MAINTENANCE OF RECORDS**

A. Maintenance: CENTER shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and county rules and ordinances related to

services provided under this Agreement. CENTER shall maintain records for a period of at least 5 (five) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 5 (five) year period, then CENTER shall retain said records until such action is resolved.

B. Access to and Audit of Records: CENTER will permit COUNTY, State and/or Federal Government to audit all books, accounts or records relating to this agreement for the purpose of compliance with applicable audit requirements relative to this agreement. CENTER shall provide County, State or Federal governments with any relevant information required and shall permit access to its premises, during normal business hours upon five (5) days' notice. CENTER shall hold COUNTY harmless for any liability resulting from said audit.

7. **INSURANCE**

A. This Agreement shall not be executed by COUNTY and the CENTER is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of The Humboldt County Board of Supervisors and approved by the County Risk Manager.

B. CENTER, at its own expense, and for the term, and any extended term of this Agreement, agrees to obtain and maintain policies of insurance for:

(1) General Liability Insurance in an amount of one million dollars ($1,000,000) per occurrence for any one incident including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

(2) Automobile and Liability coverage in the minimum amount of one million dollars ($1,000,000) combined single limit (CSL) coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks.

(3) Workers Compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein.

(4) Employer's Liability coverage in a minimum amount of one million dollars ($1,000,000) per accident for bodily injury and disease. Said

policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, officials, employees and volunteers.

(5) Professional Liability coverage in the amount of one million dollars ($1,000,000) covering all services provided within the scope of this Agreement.

C. Special Insurance Requirements. Said policies, shall unless otherwise specified herein be endorsed with, the following provisions:

(1) The Comprehensive General Liability Policy shall provide that COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CENTER. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

a. Includes contractual liability.

b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".

c. Is primary insurance as regards to COUNTY.

d. Does not contain a pro-rata, excess only, and/or escape clause.

e. Contains a cross liability, severability of interest or separation of insured's clause.

(2) The policies shall not be canceled, non-renewed or materially educed in coverage without thirty (30) days' prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 14. It is further understood that CENTER shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured,

but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(4) For claims related to this project, the CENTER'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to COUNTY'S insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.

(6) CENTER shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of the Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY'S Counsel. Any deductible or self-insured retention over one hundred thousand dollars ($100,000) shall be disclosed to and approved by COUNTY. If CENTER does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CENTER agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Provider under this Agreement.

(7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CENTER shall be required to purchase additional coverage to meet the aggregate limits set forth above.

(8) Insurance Notices to be provided to:
Humboldt County Risk Management
Attn: Risk Manager
825 5th Street, Room 131
Eureka, CA 95501

8. HOLD HARMLESS/INDEMNIFICATION CLAUSE

A. CENTER shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with CENTER'S duties and obligations under this Agreement and any amendments hereto.

B. COUNTY shall indemnify, defend and hold harmless CENTER and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto.

C. Notwithstanding Paragraphs a and b, in the event that CENTER and COUNTY are both held to be negligently or willfully responsible, CENTER and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.

D. Acceptance of insurance, if required by this Agreement, does not relieve CENTER from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CENTER'S operations regardless if any insurance are applicable or not.

9. RELATIONSHIP OF PARTIES

CENTER shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant, or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to, Workers' Compensation Benefits, available or granted to employees of COUNTY. CENTER shall be solely responsible for the acts of omission of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CENTER.

10. ENTIRETY OF AGREEMENT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

11. ASSIGNMENT/SUBCONTRACTING

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall have the right to transfer, delegate, subcontract or assign all or part of its interest in or duties under this Agreement without the prior written authorization of the other party.

12. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by parties hereto.

13. LICENSING

CENTER shall maintain the appropriate professional licenses throughout the life of this Agreement.

14. NOTICES

All notices required by this Agreement shall be in writing and be deemed sufficient if personally delivered or sent by certified mail, postage prepaid, to the party to be notified at the address set forth in this paragraph of this Agreement until notice of a different address is supplied. Such notice shall be deemed given upon personal delivery or written receipt.

Notices shall be given to COUNTY at the following address:
Humboldt County Probation Department
Bill Damiano, Chief Probation Officer
2002 Harrison Avenue
Eureka, CA 95501

Notices shall be given to CENTER at the following address:

Humboldt State University Sponsored Programs Foundation

Steven Karp, Director

P. O. Box 1185

Arcata, CA 95518

15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION

CENTER assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CENTER certifies by its signature below that CENTER is not a Nuclear Weapons Contractor, in that CENTER is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CENTER agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CENTER becomes a Nuclear Weapons Contractor.

17. COMPLIANCE WITH APPLICABLE LAWS

CENTER shall comply with any all applicable federal, state, and local laws affecting the services covered in this Agreement, including but not limited to, the Americans with Disabilities Act.

18. STANDARD OF PRACTICE

CENTER warrants that CENTER has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CENTER'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercised under like circumstances.

19. CONFIDENTIALITY

During the term of this Agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

20. JURSIDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

21. BINDING EFFECT

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors, and assigns.

22. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. NO WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

24. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

25. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to be fixed by

the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as a the party in whose favor final judgment is rendered.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year herein written.

Humboldt State University Sponsored Programs Foundation

BY: _____

TITLE: _____

PRINT NAME AND TITLE OF SIGNER:

IF CORPORATE: CHAIRMAN, PRESIDENT or VICE PRESIDENT

BY: _____

TITLE: _____

PRINT NAME AND TITLE OF SIGNER:

IF CORPORATE: SECRETARY, ASSISTANT SECTETARY, CFO or ASSISTANT TREASURER

COUNTY OF HUMBOLDT:

By: _____

PURCHASING AGENT

APPROVED AS TO FORM:

_____

DEPUTY COUNTY COUNSEL

INSURANCE CERTIFICATES APPROVED:

_____

COUNTY RISK MANAGER

EXHIBIT A
CALIFORNIA CENTER FOR RURAL POLICY
SCOPE OF SERVICES

AB 109 (California Criminal Justice Realignment Act) reduces the number of felony probationers sent to state prison. In Humboldt County, the Community Corrections Partnership (CCP) Executive Committee developed the AB 109 Public Safety Realignment Plan to direct County's activities related to the implementation of AB 109. At this time, the Humboldt County Probation Department, continuing its work with the CCP Executive Committee, is seeking support in help making data-informed decisions about how resources should be use to improve public safety, reduce jail populations, and reduce recidivism. Humboldt State University Sponsored Programs Foundation, California Center for Rural Policy (CCRP) has developed a proposal to employ a "data warehouse" into which pertinent data from local, state, and federal agencies involved with the implementation of AB 109 may be collected and analyzed. The aim is to be able to evaluate this data and aid efforts to effectively implement AB 109.

CCRP has proposed a multi-phase project, which has three separate phases. CCRP has completed Phase 1, Project Objective 1:

1. Develop an evaluation framework to assess the impact and effectiveness of services delivered by Humboldt County agencies and Community Based Organizations (CBOs) in meeting objectives of the AB 109 Public Safety Realignment Plan and Probation Department's SB 678 programs.
2. Develop a data warehouse for tracking delivery of local services and outcomes related to impacts of AB 109 Public Safety Realignment Plan and SB 678.
3. Evaluate impacts and cost effectiveness of services provided locally (by County agencies and CBOs) towards meeting the aims of the legislation (i.e. reducing prison population, reduce offender recidivism, and repetitive crime), as supported by relevant outcome data to assist in directing the decision-making process regarding allocation of program funding.
4. Identify services provided locally that are associated with improved recidivism outcomes, and areas for strengthening locally provided services in order to better address public safety and decrease recidivism.

During Phase One, CCRP facilitated the collaborative work of an AB109 Data Workgroup to design the evaluation framework (including evaluation questions, and identifying and prioritizing data elements needed for the analysis); design the data flow processes from member agencies to a data warehouse such that individual data confidentiality was protected; describe necessary data security procedures; and describe roles and responsibilities of contributing CCP member agencies and the evaluation contractor for data exported to the data warehouse. These have been documented in an AB109 Data Sharing and Management Protocol to be submitted for approval by the CCP Executive Committee.

A proposed scope of work identifies activities associated with **Phase 2 (Build, test, and implement the database structure and process for exporting data into data warehouse)** and **Phase 3 (Build and generate reports analyzing data)**, relating to Project Objectives 2 and 3, described above. While these phases are sequential, Phase 2 activities may be carried

out concomitantly with design activities of Phase 3. That is, while the dataflow processes and the database structure are being programmed, the design of dashboard analytics and reports to answer evaluation questions can be simultaneously carried out, in consultation with the AB109 Data Workgroup. When data have been imported into the AB109 Data Warehouse, then the data may be analyzed according to agreed-upon dashboard analytics and report structures.

The proposed scope of work will begin July 1, 2015, for one year, and will be renewable on an annual basis. Activities are described below. It is anticipated that project staff will facilitate and staff up to 8 meetings with the AB109 Data Workgroup, and will provide quarterly status reports to the CCP Executive Committee during the year.

Phase 2: Build, test, and implement the database structure and process for exporting data into data warehouse

Pre-design tasks for Phase 2 were completed as the first part of the **Design** step, to identify data elements to be included in the evaluation framework and to design the data flow. The remainder of Phase 2 activities in this new scope of work are described below; all design features and protocols developed will be vetted and evaluated by the AB109 Data Workgroup [NOTE: Activities revised from prior AB109 evaluation scope of work]:

2. Co develop and co design data import protocol with AB109 Data Workgroup

    2.1. Communicate with and survey AB109 Data Workgroup and key data managers / IT point persons to develop protocol for how 'data grab' of CSV file exports will be implemented for each member agency (e.g., auto- or manual export, 'push' via query, vs. 'pull' via survey)

    2.2. Develop data dictionary and identify primary agency of record responsible for providing data for each variable. Develop protocol for how corrections will be made after data conflicts identified.

    2.3. Design and vet 'data flowchart' process with CCP Data Workgroup

    2.4. Formalize protocol and obtain approval from HSU Institutional Review Board

3. Design and implement data warehouse system (dashboard, forms, reports, etc.)

    3.1. Set up and maintain virtual secure server at HSU

    3.2. Design and develop the AB109 Data Compiler Database. Write data import program and the coordination of the data import to data compiler each month.

    3.3. Beta-test import of data from each agency into Data Compiler; evaluate functioning and fix bugs.

    3.4. Design and develop the A109 Data Warehouse database. Write program to export data from Data Compiler to Data Warehouse.

3.5. Beta-test export of data from Data Compiler into Data Warehouse; evaluate functioning and fix bugs.

3.6. Design and develop dashboards (available on website to public) and initial reports to be generated.

3.7. Launch and beta-test data warehouse with data imports; evaluate functioning and fix bugs

3.8. Develop user manual and train users

3.9. Launch data warehouse

Phase 3: Build and generate reports analyzing data

4. Conduct data analysis according to agreed-upon report structures

4.1. Conduct analyses not automatically generated in data warehouse systems, as specified in Activity 3.1

4.2. Analyze and interpret trend data

4.3. Write quarterly and annual evaluation summary reports, with recommendations for services delivery and policy implications

3. Project Team

Terry Uyeki – Project Manager and Evaluation Lead

CCRP Director of Evaluation & Community Services Terry Uyeki was Project Manager for AB109 Data Warehouse Phase 1 and will also serve as Project and Evaluation Lead for Phases 2 and 3. She will work with the AB109 Data Workgroup specifically on activities described to oversee the continuing design and development of the data sharing and management, and will manage the administration of the project.

Terry's background in program evaluation ranges from evaluation of health promotion and prevention programs in rural school, family, and community settings, to K-16 educational grants. She holds undergraduate degrees in psychology and early childhood development, and an M.S. degree in educational psychology and research from the University of Kansas. She is experienced in the design of evaluation frameworks for initiatives and programs, most recently for The California Endowment's Building Healthy Communities Initiative.

Ed Bernard – Information Technology Specialist

Ed is an expert multidimensional database applications developer, and provided programming expertise during Phase 1 of the AB109 Data Warehouse project. He will work closely with AB109 Data Workgroup and key data managers / IT point persons to program data import from the agencies into the Data Warehouse.

Ed possesses in-depth knowledge of Data Warehouse concepts and techniques and client/server application development. He is an accomplished business systems analyst with exceptional expertise in Business Intelligence and Decision Support Systems that focuses on financial business applications. Specific experience includes over six years of BI development as a senior consultant/project manager, over ten years managing relational database systems projects, including Data Warehousing projects. He created DW strategic plans and produced tactical plans for BI implementation, and accomplished progressive innovation in Executive Information Systems in the Entertainment, Manufacturing, Distribution, Pharmaceutical, Financial and Software industries. He has an M.S. degree in Systems Management from the University of Southern California, and a B.A. in Economics – York University, Toronto.

Josh Callahan, is the HSU Information Security Officer and will supervise Ed in the implementation of the data warehouse and the information security aspects of this project.

Larissa Wilcox, Evaluation Associate. Larissa is a research analyst with skills and experience in statistics, quantitative research methods, and working with analytical software. Her percent of effort on this project will be 0.4 FTE to develop the dashboard analytics, analyze the data, and write reports designed to answer evaluation questions posed in the evaluation framework.

Larissa has an M.S. degree in epidemiology from Tulane University, and a B.S. degree in biology from the University of San Francisco. She is skilled in SAS, SPSS, and other data analysis programs, has managed research data and merged discordant data and created decipherable variables, and has written programs to streamline data cleaning and management. She is experienced in creating comprehensive data summary tables and graphics for presentation.

5. Proposed Budget

Year 1 (includes all personnel, equipment, virtual server space and maintenance, and analytical software) @ 15% indirect costs:

- Project staff will staff eight AB109 Data Workgroup meetings for input on data export processes and programming of the data compiler and warehouse.
- Time commitments of staff for implementation of project tasks as described on pages 2-3: Project Manager, 155 hours; Programmer, 300 hours; Evaluation Associate, 0.4 FTE
- Dedicated desktop computer
- Virtual server space and maintenance
- Tableau V. 9.0 visual analytics software (for dashboard creation and interactive analytics)

Total Project Cost: $ 62,655

EXHIBIT B

AB109 Data Sharing & Management Protocol, June 1, 2015- June 1, 2016

HUMBOLDT COUNTY COMMUNITY CORRECTIONS PARTNERSHIP &

CALIFORNIA CENTER FOR RURAL POLICY AT HUMBOLDT STATE UNIVERSITY

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AB109 Data Sharing and Management Protocol

The California Center for Rural Policy (CCRP) has facilitated a planning process with member agencies of the Humboldt County Community Corrections Partnership for data sharing and creation of a Data Warehouse and an evaluation framework to analyze AB 109 offender outcomes and the impact of services received by AB 109 offenders.

Humboldt County AB 109 Collaborative Data Management Plan - Proposed Format

1. Data Overview

   AB 109 (California Criminal Justice Realignment Act) reduces the number of felony probationers sent to state prison. In Humboldt County, the Community Corrections Partnership (CCP) Executive Committee developed the AB 109 Public Safety Realignment Plan to direct County's activities related to the implementation of AB 109.

   Under the office of the Humboldt County Chief Probation Officer, the Community Corrections Partnership (CCP) Executive Committee is charged with overseeing the implementation of a Data Warehouse that will assist in assessing the effects of AB109 Public Safety Realignment Plan in Humboldt County. A Data Warehouse will be used to support the CCP in making data-driven decisions, and thus is for Quality Improvement purposes. The analysis of data housed and compiled in the AB 109 Data Warehouse will assist the CCP [Executive Committee] in assessing the effects of AB 109 on public safety, the jail population, and probation recidivism, by collecting and analyzing data within an intentional evaluation framework.

2. Objectives

   Develop and maintain a "data warehouse" receiving data from member agencies of the Humboldt Community Corrections Partnership (CCP) for purposes of tracking delivery of local services and outcomes related to impacts of AB 109 Public Safety Realignment Plan and SB 678 in Humboldt County. Objectives for the data sharing will enable the CCP to identify services provided locally that are associated with reduced recidivism by:

   1. Tracking outcomes for AB 109 individuals; and
   2. Evaluating impacts of services provided locally (by County agencies and local non-profit providers) towards meeting the aims of the legislation (i.e., reduce prison population, reduce offender recidivism, and repetitive crime), as supported by relevant outcome data.

   The data will be used to assist in informing the decision-making process regarding allocation of program funding and thus, for purposes of Quality Improvement related to impact of services on outcomes for AB 109 individuals – specifically to reduce recidivism. The data will not be used for research purposes. Data analyses will be conducted by the evaluation contractor, and evaluation reports will be shared with the CCP on a quarterly, monthly, and annual basis.

3. Funding and Resources

   Funding for the AB 109 Data Warehouse is provided by the County of Humboldt through AB109 funds dispensed to the County, with oversight provided by the Community Corrections Partnership Executive Committee.

4. Approval

   The Data Sharing and Management Protocol is created in collaboration with CCRP and the CCP Executive Committee. All components of the protocol will be agreed upon by the CCP Executive Committee and the evaluation contractor, and will be reviewed and agreed upon on an annual basis.

5. Data description

   Data housed in the data warehouse will be records of AB 109 individuals only (PRCS and 1170(h)) of the variables as listed in Appendix A: Indicators and Evaluation Framework, the current list of Data Warehouse variables for data that will be provided by member agencies represented on the CCP Executive Committee, hereafter referred to as 'Data Warehouse members'. Data records will be de-identified and assigned a unique data warehouse record ID number, and will be analyzed to report in aggregate. The data will include individual demographic descriptors, confirmed receipt of program services individuals participate in and dates of service, and data related to sanctions and recidivism.

   Data will not include any Personally Identifiable Data (PID) as described in Appendix B: AB 109 Data Warehouse Security Requirements.

6. Intellectual Property/ Legal

   Intellectual Property (IP) rights. The data and analysis will be owned by the County of Humboldt.

   Each Data Warehouse member agency sharing data will assume responsibility for the accuracy of data exported, and will submit corrected datasets monthly, which will include corrections to the cumulative dataset as monitored by each agency.

7. Who/Roles

   Please see Appendix C: Data Workgroup Participants for a list of member agencies and individuals working on the AB 109 Data Sharing and Management Protocol.

   Roles and responsibilities of Data Workgroup are as follows:

   - Identify evaluation variables and evaluation questions for the evaluation framework for analysis of impacts of AB 109 on the Humboldt County AB109 population.
   - Define agreed upon security and confidentiality protocols as part of the Data Sharing and Management Protocol for the AB 109 Data Warehouse.

- Develop protocols for and review requests for data analyses from data housed in the AB109 Data Warehouse.
- Develop other protocols and procedures as needed regarding data sharing with other law enforcement and judicial agencies (e.g., at the state or national level).

8. Existing Data

   Data for AB109 individuals to be exported to the AB 109 data warehouse will be exported from existing databases (including historical data, dating back to October 1, 2011) used by DHHS, Probation Department, the Sheriff's Department, and the Court (see Appendix A: Indicators and Evaluation Framework).

9. Quality Assurance

   All Data Warehouse member agencies assume responsibility for the accuracy of data exported, and will submit corrected datasets monthly, when a member agency detects an error or possible error. When agencies run a monthly data query for AB 109 data, it will run from the beginning of the data collection period (October 1, 2011). This will ensure that any changes or corrections in the data made by individual agencies over time, will also be exported to the data warehouse.

10. Format

    Data transferred from the Data Warehouse member agencies will be in a flat-file format (e.g. comma separated values (csv)) that can be loaded into the data warehouse databases using standard ETL (Extract, Transform & Load) software.

    Data stored will be in a relational database accessible by programs that extract and report using SQL (Structured Query Language).

11. Metadata

    All Data Warehouse member agencies will provide the following for data exported to the warehouse: field descriptors, data formats, creation time and date of creation.

12. Data Organization

    Data naming conventions are to be determined by the Data Warehouse member agencies. The data naming convention can be the result of the name of the data from the originating source of the data, and what may be required for the understanding of the data field in reports and dashboards.

13. Storage and backup

    Data stored will be in a relational database accessible by programs that extract and report using SQL (Structured Query Language). As the data will be slowly changing, i.e. data loads will occur on a monthly and quarterly basis, backups will only be required when a new data load to the data warehouse occurs.

The data loaded into the data warehouse will result in a complete refresh of the entire AB109 dataset each month. This being the case, archiving of earlier backups might be required to determine the cause of data discrepancies from one month to another. The length of time to retain the archived backup data should be determined by the Data Warehouse member agencies.

Requirements for storage of data backups should be determined by the contractor for the project. They will base their decision upon the best practices used at that time, taking into consideration storage technology (tape, disk, virtual), guaranteed preservation of the data, ability to restore the data, and data security.

14. Security

    See Appendix B: AB 109 Data Warehouse Security Requirements for a full description of Administrative Safeguards, Physical Safeguards, and Electronic Safeguards to be used to ensure data security and confidentiality for data stored in the AB 109 Data Warehouse. Contractor for the Data Warehouse shall be responsible for adhering to all safeguards.

15. Training

    All individuals who access the AB 109 Data Warehouse will be trained on maintaining data security and confidentiality as described in Appendix B: AB 109 Data Warehouse Security Requirements.

16. Budget

    The Community Correction Partnership Executive Committee will make recommendations to County Supervisors as to annual budget allocations and will review and approve budget expenditures. The budget for the creating and maintaining the Data Warehouse is $2,000 in initial expenses, and $1,500 annual fees for maintenance thereafter (if housed at Humboldt State University). A separate scope of work for data analysis and display of data in dashboards and evaluation reports will be contracted with [name of consultant], as separate line item for the AB109 Data Warehouse.

17. Access and Allocation

    The contractor maintaining the AB109 Data Warehouse and the following parties will have access to data in the AB109 Data Warehouse, following a protocol to be developed to request data reports designed and agreed upon by the AB109 Data Workgroup, and approved by the Community Corrections Partnership Executive Committee; parties having access are:

    - Member agencies of the Humboldt County Community Corrections Partnership
    - The evaluation contractor

18. Analysis

An evaluation contractor to be named will conduct the analysis of the data in the Data Warehouse, under the approved scope of evaluation work as described in Appendix A: Indicators and Evaluation Framework. Scope of work will include a timeframe for following components describing: start of data collection, frequency and timing of analytic dashboards and reports created, and disseminated.

19. Audience

Dashboard analytics and evaluation reports of aggregated data analyses using data stored in the AB 109 Data Warehouse will be created by [name of evaluation contractor] and shared with CCP partners. Specific reports will be shared with the public in a manner to be determined by the Humboldt County Community Corrections Partnership Executive Committee.

20. Selection and retention periods

Data selected for export to the AB109 Data Warehouse will be identified by the AB109 Data Workgroup, and approved by the Humboldt County Community Corrections Partnership Executive Committee. Indicator list will be reviewed annually, and updated as needed by the same parties and process. Placeholder for description of how long will data will be stored.

21. Archiving and preservation

Data will be archived yearly, at the time of the renewal of this Protocol, and will be stored for one year.

22. Ethics and privacy

All data exported to the AB109 Data Warehouse will have individual identifying information removed. All reports and dashboard analytics using data analyzed from the data warehouse will be presented in aggregated form. Refer to **Appendix D, AB109 Data Sharing and Warehouse Blueprint**, which describes a series of steps that enable Data Warehouse member agencies to add data to individual data records but de-identifying records before they are exported to a Data Compiler and assigned a unique PIN number so that no member agency can identify individual records once data is exported to the Data Compiler. A final step of reassigning another record number when data records are imported into the AB109 Data Warehouse provides an additional layer of security. By hiding this key (PIN#) before it's published to the warehouse ensures that no data provider could ever make the crosswalk.

A. Probation selects records for Data Warehouse and assigns records with unique permanent AB109 ID# and temporary PIN # for the Data Compiler. Probation sends name of person [+ CII# + DOB + SSN] so agency can locate records of AB109 individuals, and the permanent AB109 ID# and temporary PIN # for each record.

B. Each member agency identifies record and extracts data from agency databases to add to corresponding records. Agency 'scrubs' records of individual identifiers (including the 18 PHI

identifiers under HIPAA law), and exports record identified only by temporary PIN# to Data Compiler. Agency database stores AB109 ID#, but not the PIN #. No diagnostic data will be exported.

C. Data in records tagged by PIN# received from all sources in the Data Compiler, where data is linked and compiled via PIN#. Each record is assigned a unique Warehouse ID# (temporary for the month). Only Data Compiler has "crosswalk" between temporary PIN # and temporary Warehouse (WH) ID#. Then each record is scrubbed of PIN# and exported with only temporary WH ID# to Data Warehouse. When records imported into Data Warehouse, a second temporary WH ID-2 # is assigned to each record for additional security. All source data in Data Warehouse refreshes each month.

   The PIN# to WH# relationship is only known by the data compiler step and staff and cannot be accessed by any other entity. Changing the WH# to WH ID-2 # in the published warehouse provides additional layer of security between the Compiler and Data Warehouse publication steps. Hence, no agency can identify an individual record in the WH, as all identifiers and known record ID#s are stripped, eliminating the requirement for an ROI from DHHS clients for data sharing, enabling data for all AB109 participants to be included in the data set.

23. Dissemination

    Aggregated data will be reported on a monthly, quarterly, and annual basis as portrayed in the Evaluation Framework, Appendix A. Reports will be shared with AB 109 Data Workgroup members, and with the public through a manner to be determined.
    These reports will include, but not be limited to:

    Monthly Reports

    - Number and demographics of AB 109 individuals
    - Number of AB 109 individuals participating in services each month.
    - Outcomes of terminated AB 109 individuals each month.

    Quarterly Reports

    - Number and demographics of AB 109 individuals
    - Number and demographics of AB 109 individuals participating in services in the quarter.
    - Changes in the number of AB 109 individuals participating in services compared with previous quarters.
    - Outcomes of terminated AB 109 individuals over the last quarter.
    - Changes in the number of terminated individuals compared with previous quarters.

    Annual Reports

    - Number and trends of AB 109 individuals participating in services over the year.
    - Trends in outcomes of terminated AB 109 individuals.

- Trends in outcomes of AB 109 individuals, relative to analysis of number and types of services that AB 109 individuals received.

Signatures from Participating Agencies

Based on the above, we intend to participate in this project. This Protocol is valid from implementation date to be determined by the Evaluation Contractor and the CCP, for one year, to be renewed annually. This Protocol may be amended as mutually agreed upon. The AB 109 Data Warehouse Protocol is not a legally binding document but serves as an expression of collaboration and commitment between the Evaluation Contractor, the Humboldt County Probation Department, Humboldt County DHHS, Humboldt County Sheriff's Office, Humboldt County District Attorney, Humboldt County Public Defender and the Superior Court. It is the responsibility of each party to notify the other in writing if there are any needed changes in the Protocol or if the Protocol needs to be terminated.

Concurrence:

_____ _____

Humboldt County Probation Department **Date**

_____ _____

Humboldt County Department of Health and Human Services **Date**

_____ _____

Humboldt County Sheriff's Office **Date**

_____ _____

Superior Court of Humboldt County **Date**

_____ _____

Humboldt County District Attorney **Date**

_____ _____

Humboldt County Public Defender **Date**

Evaluation Contractor for Data Warehouse	**Date**

Q1. What is census of Humboldt corrections population over time? Q2. What programs are AB109'ers participating in, of those referred? Q3. Does participation in CCRC programs reduce recidivism?

Appendix A: Evaluation Framework Probation Data Request		Q1	Q2	Q3
Note	Full PRCS and 1170(h) population from October 1, 2011 up until present	Frequency: Monthly, Quarterly, Annually		
Both PRCS and 1170(h)	**Variables in section below will be filled for all observations (PRCS and 1170(h))**			
CII	Offender's Criminal Identification and Information Number *(Please include all offenders, regardless of classification.)*	M, Q, A	Q, A	A
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID *(e.g., probationID)*	M, Q, A	Q, A	A
DOB	Offender's Date of Birth *MM/DD/YYYY*	M, Q, A	Q, A	A
Sex	Offender's Sex	M, Q, A	Q, A	A
Race	Offender's Race and/or Ethnicity *(If there are separate fields for race and ethnicity, please include both fields.)*	M, Q, A	Q, A	A
PRCS Population	**Variables in section below will only be filled for PRCS observations**			
CDCR_RLS_Date	Date Offender Released by CDCR *MM/DD/YYYY*	M, Q, A	Q, A	A
PRCS_Start_Date	Date PRCS Supervision Began *MM/DD/YYYY (Please include this date even if it duplicates the CDCR release date. If PRCS transferred-in from another county, please use the transfer-in date. If PRCS status never started, leave this field and the next one blank/missing.)*	M, Q, A	Q, A	A
PRCS_End_Date	Date PRCS Supervision Ended *MM/DD/YYYY*	M, Q, A	Q, A	A
PRCS_End_Type	Reason for PRCS End *Examples: discharged, transferred, deceased, return to custody, Prop 47, etc.*	M, Q, A	Q, A	A
1170(h) Population	**Variables in section below will only be filled for 1170(h) observations**			
1170(h)_Status_Start_Date	Offenders 1170(h) Conviction Date *MM/DD/YYYY (Please include a separate record for each separate conviction.)*	M, Q, A	Q, A	A
Sentence_Type	Description of Conviction Type *(i.e., split, straight)*	M, Q, A	Q, A	A
1170(h)_Straight_End_Date	Offenders Release Date From Custody (Straight Sentence Only) *MM/DD/YYYY (If available.)*	M, Q, A	Q, A	A
1170(h)_MS_Start_Date	Date Offender is Released to Mandatory Supervision (Split Sentence Only) *MM/DD/YYYY (Please include this date even if it duplicates the CDCR release date. If offender transferred-in from another county, please use the transfer-in date. If offender status never started, leave this field and the next one blank/missing.)*	M, Q, A	Q, A	A
1170(h)_MS_End_Date	Date Offender Completed Mandatory Supervision (Split Sentence Only) *MM/DD/YYYY*	M, Q, A	Q, A	A
	Reason for 1170(h) End (Split Sentence Only)			

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1170(h)_MS_End_Type	*Examples: discharged, transferred, deceased, return to custody, Prop 47, etc.*	M, Q, A	Q, A	A
Data from Probation				
STRONG risk score	Evidence-based risk assessment score. Available in JAMS from Probation	M, Q, A	Q, A	A
Thinking for a Change_Start_Date	Start date for Thinking for a Change educational intervention	M, Q, A	Q, A	A
Thinking for a Change-Completed	Completion of Thinking for a Change educational intervention	M, Q, A	Q, A	A
Moral Reconation Therapy (MRT)- Date of Referral (R&E Notification)	Date referred to Moral Reconation Therapy	M, Q, A	Q, A	A
MRT- Participating (Sign in Sheet)	Dates of participation in MRT	M, Q, A	Q, A	A
Referred	Date referred to Other Therapy/Intervention	M, Q, A	Q, A	A
Data Available from DHHS				
Employment Training Division				
Services Delivered by ETD this month	Dates of visit for ETD services.	M, Q, A	Q, A	A
Enrolled in Voc Training	Dates of enrollment in Voc Training	M, Q, A	Q, A	A
WEX and/or OJT Placement	Dates for work experience of offsite job training placement	M, Q, A	Q, A	A
Entered Employment		M, Q, A	Q, A	A
Social Services				
GR Approved	Date approved for General Relief	M, Q, A	Q, A	A
Medi-Cal (MC) / CMSP Application	Date of Medi-Cal application	M, Q, A	Q, A	A
MC Approved	Date of Medi-Cal approval	M, Q, A	Q, A	A
Cal Fresh (CF) Application	Date of Cal-Fresh application	M, Q, A	Q, A	A
CF Approved	Date of Cal-Fresh approval	M, Q, A	Q, A	A
CalWORKs	Dates of CalWORKS services received.	M, Q, A	Q, A	A
Physical Address	(Y or N)	M, Q, A	Q, A	A

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Homeless	(Y or N)	M, Q, A	Q, A	A
Behavioral Health				
Receiving Services	Dates of service	M, Q, A	Q, A	A
Referred to Residential Care Treatment (Tx)	Date individual was referred to Tx	M, Q, A	Q, A	A
# of Outreach Services	Dates of outreach services received.	M, Q, A	Q, A	A
# of Hours of Tx Services Provided	Dates of Tx services received.	M, Q, A	Q, A	A
Reported Primary Care Physician	Individual has a Primary Care Physician. (Y/N) *(Available from DHHS))*	M, Q, A	Q, A	A
Data from Court and Probation related to outcomes				
Revocations	Dates and type of revocations during supervision.	M, Q, A	Q, A	A
Recidivism	Date of new felony conviction.	M, Q, A	Q, A	A

Appendix B: AB 109 Data Warehouse Security Requirements: Adapted from the Committee for the Protection of Human Subjects Data Confidentiality Pledge

The Committee for the Protection of Human Subjects (CPHS) has developed more robust and specific data requirements to more adequately protect the identifiable data used in research projects that require CPHS approval. These same requirements will be used to ensure the security and confidentiality of the AB 109 Data Warehouse. These requirements apply to all researchers, their contractors and subcontractors with access to *Personally Identifiable Data (PID), which is defined as any data containing one or more of the Health Insurance Portability and Accountability Act (HIPAA) identifiers. Refer to 45 Code of Federal Regulations (CFR), Section 164.514(b)(2) or to the Glossary of Terms below for a listing of those identifiers. "Personal information" is also defined in the California Information Practices Act (IPA), Civil Code, Section 1798.3, as any information that identifies or describes an individual (see more specific data elements in the Glossary of Terms below).

If the evaluation contractor demonstrates that he or she is unable to comply with any of the requirements below, the evaluation contractor may request an exception from these requirements. An exception will only be granted if the evaluation contractor can demonstrate that adequate alternative measures have been taken to minimize risks so as to justify the exception.

Administrative Safeguards

All persons with access to PID are trained on privacy and security, and sign a confidentiality agreement. All persons with access to PID are subject to a background check, or a thorough reference check.

Evaluation Contractor has obtained and submitted a statement form a governmental agency indicating that the release of the desired data is legal and that the agency is willing to release the desired data to the evaluation contractor.

Evaluation Contractor has committed that data will not be reused or provided to any unauthorized person or entity (unauthorized means that the person or entity does not have a need to access the data for purposes of the approved project).

Evaluation Contractor has committed that information will not be published that could possibly be used to identify an individual subject.

Evaluation Contractor has provided adequate justifications for the quantity of the data requested, the years and the variables.

Evaluation Contractor has requested no more than the minimum necessary data to perform the research.

Access to data is limited only to those with a need to know for purposes of implementing or evaluating the research.

Evaluation Contractor has justified why unique identifiers other than social security numbers cannot be used.

Evaluation Contractor has committed to ensuring that subjects will not be identifiable in any published articles.

Evaluation Contractor has described appropriate and sufficient methods to protect the identity of individual subjects when small cells or small numbers and/or data linkage to another data set are involved in the research project.

If the data set will be linked with any other data sets, the Evaluation Contractor has identified and justified all data sets and each of the variables to be linked.

If a third party is being used to perform data matching, Evaluation Contractor has provided evidence of the third parties' ability to protect PID, including third parties' ability to comply with all the CPHS data security requirements.

Evaluation Contractor will provide the CCP Executive Board with a letter certifying that PID has been destroyed and/or return the disc with PID to the data source once research is concluded.

Chief Information Officer, Privacy Officer, or Security Officer or equivalent position of the researcher's institution will certify these Requirements are met.

Physical Safeguards

Research records will be protected through the use of locked cabinets and locked rooms; PID in paper form will not be left unattended unless locked in a file cabinet, file room, desk, or office.

Data will be destroyed or returned as soon as it is no longer needed for the research project.

PID in paper form is disposed of through confidential means, such as cross cut shredding or pulverizing.

Faxes with PID are not left unattended, and fax machines are in secure areas.

Mailings of PID are sealed and secured from inappropriate viewing; mailings of 500 or more individually identifiable records of PID in a single package, and all mailings of PID to vendors/contractors/co-researchers are sent using a tracked mailing method, which

includes verification of delivery and receipt, such as UPS, U.S. Express Mail, or Federal Express, or by bonded courier.

PID in paper or electronic form, e.g., stored on laptop computers and portable electronic storage media (e.g., USB drives and CDs), will never be left unattended in cars or other unsecured locations.

Facilities which store PID in paper or electronic form have controlled access procedures, and 24 hour guard or monitored alarm service.

All servers containing unencrypted PID are housed in a secure room with controlled access procedures.

Identifiers will be stored separately from analysis data.

All disks with PID will be destroyed

Electronic Safeguards

Computer access will be protected through the use of encryption, passwords, and other protections, as follows:

All workstations that contain PID have full disc encryption that uses FIPS 140-2 compliant software.

All laptops that contain PID have full disc encryption that uses FIPS 140-2 compliant software.

All PID on removable media devices (e.g. USB thumb drives, CD/DVD, smartphones, backup tapes) are encrypted with software which is FIPS 140-2 compliant.

All workstations, laptops and other systems that process and/or store PID have security patches applied in a reasonable time frame.

Sufficiently strong password controls are in place to protect PID stored on workstations, laptops, servers, and removable media.

Sufficient system security controls are in place for automatic screen timeout, automated audit trails, intrusion detection, anti-virus, and periodic system security/log reviews.

All transmissions of electronic PID outside the secure internal network (e.g., emails, website access, and file transfer) are encrypted using software which is compliant with FIPS 140-2.

PID in electronic form will not be accessible to the internet.

When disposing of electronic PID, sufficiently secure wiping, degaussing, or physical destruction is used.

Glossary of Terms

Personal Information is defined in the Information Practices Act (CC 1798.24(t) as, but is not limited to, name, social security number, physical description, home address, home telephone number, financial matters, and medical or employment history. It also includes statements made by, or attributed to, the individual.

Personally Identifiable Data (PID) is defined as the 18 HIPAA identifiers, listed below under "Identifiers".

Protected Health Information (PHI): Information in any format that identifies the individual, including demographic information collected from an individual that can reasonably be used to identify the individual. Additionally, PHI is information created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual.

De-identified: Information that has certain identifiers (see "identifiers" below) removed in accordance with 45 CFR 164.514; no longer considered to be Protected Health Information.

Identifiers: Under the HIPAA Privacy Rule "identifiers" include the following:

1. Names
2. Geographic subdivisions smaller than a state (except the first three digits of a zip code if the geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people and the initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000).
3. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, and date of death and all ages over 89 and all elements of dates (including year) indicative of such age (except that such ages and elements may be aggregated into a single category of age 90 or older)
4. Telephone numbers
5. Fax numbers
6. Electronic mail addresses
7. Social security numbers
8. Medical record numbers
9. Health plan beneficiary numbers
10. Account numbers
11. Certificate/license numbers
12. Vehicle identifiers and serial numbers, including license plate numbers

13. Device identifiers and serial numbers
14. Web Universal Resource Locators (URLs)
15. Internet Protocol (IP) address numbers
16. Biometric identifiers, including finger and voice prints
17. Full face photographic images and any comparable images
18. Any other unique identifying number, characteristic, or code (excluding a random identifier code for the subject that is not related to or derived from any existing identifier).

Confidentiality Pledge

Employee Confidentiality Pledge

Confidentiality Protection Guidelines

Data collection, quality control, and research in which you will participate in one way or another are based upon the analysis of personal medical information on patients and research subjects. Therefore, the protection of such information is the responsibility of each member of the staff. As a staff member, you must understand that a breach of the confidentiality at any level is cause for immediate disciplinary action.

Responsibility for preserving confidentiality includes not merely passive acknowledgment of the procedures described below, but the active support of these procedures at all times. Accidental breaches will not be excused. Confidential information includes all patient, research subject, physician, and health care facility data. All such information is to be treated as medically privileged.

1. All employees are required to read and sign the *Employee Confidentiality Pledge* on their first day of employment and annually thereafter, and to abide by its guidelines. The *Employee Confidentiality Pledge* is then witnessed by the employee's supervisor. The Pledge is then placed in the employee's personnel file. Breach of this Pledge subjects the employee to immediate disciplinary action.

2. After signing the *Employee Confidentiality Pledge,* the employee is given a user name and password to log onto a network computer. If database access is required, a user name and password for database access will be assigned. All access passwords are considered confidential and are not to be shared.

3. Safeguards must be maintained to protect the medically sensitive and confidential information on all patients and research subjects whose information is contained in the AB 109 Data Warehouse. All individual data is protected by the confidentiality requirements of the California Health and Safety Code, Sections 123100-123149.5. The confidentiality of medical information is further protected under provisions of the Government Code, Sections 6250-6265 (California Public Records Act). Provisions of the Civil Code, Section 1798–1798.70 (Information Practices Act), govern the release of personal identifiers or information that may allow identification of an individual. Therefore, personal identifiers as defined above should not be transmitted or published through e-mail, publications, presentations or any other public medium.

4. All files on patients and research participants are kept in locked file cabinets or in the locked confidential records room. Extra keys to staff file cabinets are to be available when needed but are to be kept inside the locked records room and never loose inside unlocked desk drawers. No confidential data should remain on top of desk after working hours. All lockable office doors should be closed and locked.

5. Office space will be secured and access to the premises limited to staff and authorized visitors. It is the responsibility of the staff member to make sure that no confidential data are visible to visitors.

6. All confidential data must be protected in a manner consistent with the current guidelines established by the institution and in accordance to requirements for access or use of mental health, health, and probation related data.

7. A confidential fax cover sheet must be used when a staff member faxes confidential information. The recipient is to be notified in advance by telephone that confidential information is being transmitted, and the recipient should wait by the fax machine to retrieve the fax. The staff member should confirm that the fax has been received.

8. When mailing confidential information, staff members must place the confidential data inside an envelope, seal the envelope, stamp it "confidential," and place it in a mailing envelope. Also stamp "confidential" on the enclosed business reply envelope and on the mailing envelope.

9. When an employee is finished with computer printouts and other documents that contain confidential information, the documents are to be locked up or shredded.

10. Any breach of confidentiality must be reported immediately to your supervisor.

11. When employees are no longer employed by the institution, computer accounts (user ID and password) will be terminated and keys to buildings and offices will be returned to Administration. Terminated employees are admonished that their work has been confidential in nature, and this confidentiality should continue to be followed.

Confidentiality Protection Pledge

As a staff member of this institution, I give my personal assurance that I have read, understand, and will adhere to this *EMPLOYEE CONFIDENTIALITY PLEDGE*. I further understand that a breach of confidentiality, as described in the Pledge, is cause for disciplinary action.

_____	_____	_____
Staff Member (printed name)	Staff Member (signature)	Date

_____	_____
Supervisor	Date

Patient Data Confidentiality Guidelines

Help protect confidential data from unauthorized disclosure by:

In the Cubicle/Office

- Lock the computer by pressing the Windows + L key at the same time or by using CTL-ALT-DEL to bring up the Windows Security screen, and click on the "Lock Computer" button.
- Close confidential applications, such as Eureka, before you leave your cubicle/office for lunch or breaks.
- Face monitor away from the door to prevent viewing by unauthorized individuals.
- Keep all printed confidential data in confidential folders when not using it. Lock up all confidential folders with data when leaving the vicinity of your cubicle/office for more than a minute.
- Shred all printed confidential data when finished with it.
- Place all printed confidential data in folders and minimize all workstation screens containing confidential data when outside visitors are in your cubicle/office.

In the Break Room or Halls

- Do not discuss confidential data.
- Do not carry confidential data with you when using the break room or restroom.

In the Copy/Work Area

- Pick up all printouts promptly. If you walk by the printer, check any printouts of confidential data waiting to be picked up. If the owner can't be identified, place it in a confidential folder and give it to one of the administrative staff.
- Fax confidential data with a cover sheet marked "Confidential". Verify the fax number, send only to fax machines secured for confidential data, use the minimum amount of data possible, and make sure that somebody is waiting for the fax to arrive. For USPS or courier transport of confidential data, put the data in a sealed envelope marked "Confidential" with the recipient's name and then place the confidential envelope inside the mailing envelope. If digital media (CD, tape, USB drive) is being sent, encrypt the data with a strong password and send the password through other means.

Internet

- Use web browsing only for approved business uses
- Only open email from known trusted senders
- Verify email attachments with sender before opening
- Do not send confidential data over the Internet or email unless appropriately encrypted.

Computer

- Do not send or accept any data that is not appropriately encrypted.
- Use commercial grade encryption for email attachments, file transfer applications, laptop hard drives and other media like CD/DVDs, tape backup, USB keys, etc. that may contain confidential data. If possible encrypt confidential data on workstation and server drives.

- Remove all confidential data when no longer needed.
- Make sure that all OS and Office software security updates are applied.
- Use a commercial grade antivirus program and keep it up to date
- Follow IT guidelines for creating and changing workstation passwords.
- Memorize or carefully guard all passwords.
- Keep portable computers and storage media with you when travelling. Do not leave in cars, hotels or checked baggage.

Office Entry Doors

- Do not let anyone in the office you don't know, even if he/she appears to have an electronic key card.
- Do not prop open doors.
- Lock the front doors with the keys and set the alarm if you are the last one leaving the building.
- Instruct visitors to sign in and wear a visitor badge.
- Escort visitors back and forth to the door and instruct them to sign out and return the visitor badge.

Non-work Related Patient Look-up

- Do not do it.

Appendix C:

AB 109 Data Workgroup Members

Superior Court of CA – Russ Catalan, 269-1226, russellc@humboldtcourt.ca.gov , Kelly Nyberg kneel@co.humboldt.ca.us

DA Office –Tom Pinto (Info Systems Analyst), 445-7411 general office (268-2565), tpinto@co.humboldt.ca.us

Public Defender's Office – Stacey Costa, 445-7634, scosta@co.humboldt.ca.us, Kevin Robinson, krobinson@co.humboldt.ca.us.

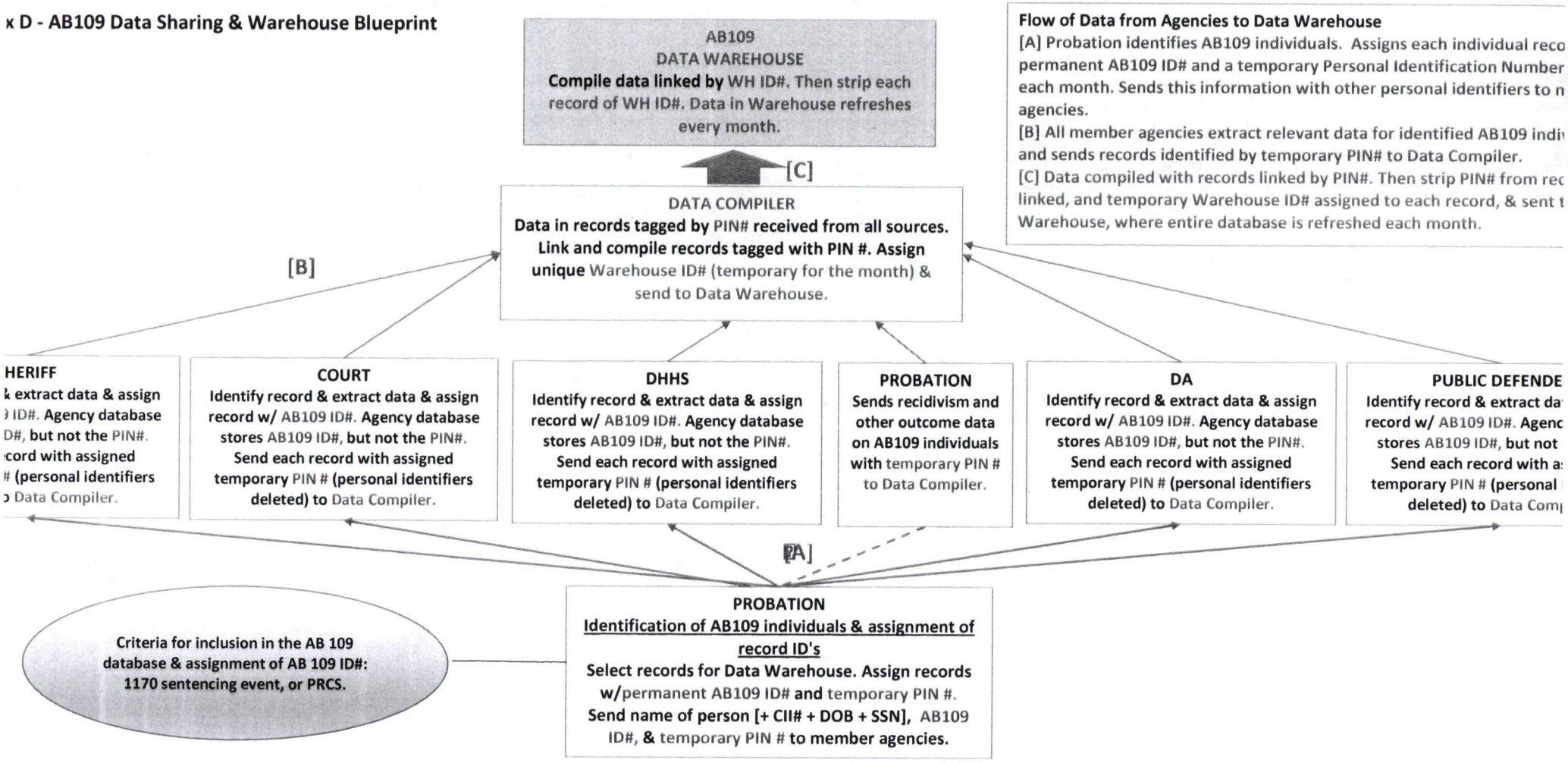
DHHS-Behavioral Health Branch – Amy Cone (Compliance Officer/QA Admin) 441-5516, acone@co.humboldt.ca.us; Paul Sheppard (Dept Director, Info Systems) 441-5407, psheppard@co.humboldt.ca.us, Allison Tans ATans@co.humboldt.ca.us, Ivy Breen, ibreen@co.humboldt.ca.us.

Probation – Shaun Brenneman (Division Director Adult Services) 444-0644, sbrenneman@co.humboldt.ca.us; Bill Damiano (Chief Probation Officer) 268-3308, bdamiano@@co.humboldt.ca.us
IT Dept. (Sandy Allsop, IT Applications Analyst Supervisor, 268-3685, sallsop@co.humboldt.ca.us; Sharon Hiney and Gitesh Patel)

Humboldt Sheriffs Office – Ed Wilkinson (Captain) 441-5100 x5, ewilkinson@co.humboldt.ca.us; Duane Christian (Compliance Officer), 441-5105, dchristian@co.humboldt.ca.us

California Center for Rural Policy (CCRP): Terry Uyeki, 826-3404, terry.uyeki@humboldt.edu, Ed Bernard edward.bernard@humboldt.edu

x D - AB109 Data Sharing & Warehouse Blueprint



ATTACHMENT 3

FY 2015/16
SUPPLEMENT BUDGET
BUDGET UNIT PUBLIC SAFETY REALIGNMENT 294

REVENUES:

1100-294-504410	2011 Public Safety Realignment	$62,665.00
TOTAL REVENUES:		**$62,665.00**

EXPENDITURES:

1100-294-2-325	Contract Services	$62,665.00
TOTAL EXPENDITURES:		**$62,665.00**