

West County Reentry Resource Center

3. SECONDARY DOCUMENTS

3.1 Job Descriptions:

- 3.1.1. Executive Director
- 3.1.2. Operations and Services Manager
- 3.1.3. Registration, Intake and Data Administrator

3.2 Policies:

- 3.2.1. On-Site Partner MOU template
- 3.2.2. Center Steering Committee Conflict of Interest Form
- 3.2.3. Behavioral Guidelines

3.3 Data:

- 3.3.1. Electronic Data-Sharing MOU
- 3.3.2. Business Associates Agreement for Protected Health Information
- 3.3.3. Baseline Intake Document (example)
- 3.3.4. Individual Development Plan (example)
- 3.3.5. Baseline Data Set (draft developed by County evaluation contractor RDA)

West County Reentry Resource Center

This page intentionally left blank.

West County Reentry Resource Center

JOB DESCRIPTION:

EXECUTIVE DIRECTOR, WEST COUNTY REENTRY RESOURCE CENTER

Project: West County Reentry Resource Center

Job Title: Executive Director

Employer of Record: Name of Center Host

Reports to: Center Steering Committee

FLSA Status: Exempt

Date Prepared: Enter Date

Position Context:

The West County Reentry Resource Center (Center) promises to be one of the most significant projects created for formerly incarcerated people ever created in our county. By gathering effective resources into one accessible and welcoming hub of integrated services, the Center fosters healing, justice, and lifelong liberty for the people of West Contra Costa County.

Through a single door, the Center brings together diverse partners working in concert to achieve a collective impact to achieve a common vision: Offering a place that fosters healing, stability, and opportunity, the Center will serve as a beacon of hope, support, and continuing progress to support formerly incarcerated people and their families in their efforts to forge positive futures.

The Center brings together law enforcement, social service agencies and public and private entities to provide coordinated services to formerly incarcerated people and their families living in West Contra Costa County. The Center is organizationally hosted by Name of Center Host and is governed and managed by its Steering Committee.

As the Center's Host, Name of Center Host is the legal entity and employer of record for the Center. Name of Center Host is an "at-will" and equal opportunity employer. Applicants and employees shall not be discriminated against because of race, religion, sex, national origin, ethnicity, age, mental or physical disability, sexual orientation, gender (including pregnancy and gender expression) identity, color, marital status, veteran status, medical condition, or any other classification protected by federal, state, or local law or ordinance.

Reasonable accommodation will be made so that qualified disabled applicants may participate in the application process. Please advise in writing of special needs at the time of application.

Salary Range: \$_____

Position Summary:

The successful candidate will have expertise in cultivating and sustaining positive, highly effective relationships aligned around a common framework reflective of best and promising practices in reentry and integrated service partnership. The successful candidate will have the

West County Reentry Resource Center

fortitude, clarity of vision, interpersonal, technical, and decision-making skills needed in a climate of diverse, sometimes contradictory or conflicting viewpoints; facilitation, effective group management, and the ability to build consensus are essential elements of this work. The successful candidate will have expertise in operating in a highly visible, high profile role within the community and function with both personal integrity and necessary transparency. The successful candidate is a forward thinking, innovative leader with the drive to stay current on trends and emerging practices.

Approximately 50% of the duties of the Executive Director will be devoted to internal operations, management, and development, and 50% will be devoted to external issues, including (but not limited to) partnership development, ambassadorship, fundraising, and public relations.

The Executive Director is a non-voting member of the Center Steering Committee.

The Executive Director is an exempt position. Exempt employees are expected to work the appropriate and necessary time in order to complete key assignments and related tasks on schedule.

Essential Duties and Responsibilities:

- Develop a highly effective supporting infrastructure for multi-disciplinary collaboration
- Ensure the provision of high quality, effective service delivery
- Work effectively with the Center Steering Committee
- Ensure the sustainability of the Center by developing and implementing successful annual fund development plans
- Implement budgetary and fiscal functions including budget development, fiscal reports and sound financial practices.
- Develop sound public policy, communication, and advocacy strategies consistent with the Center mission and vision
- Maintain a climate that attracts and retains diverse, top quality individuals and an environment conducive to high employee morale

Other Duties and Responsibilities:

- Ability to travel within the county, with own vehicle, valid license, and insurance
- Ability to work some weekends and evenings

Education and Experience:

- Bachelor's degree (or demonstrated abilities) in a related field required; further education preferred, including MSW, MBA, MPH, MPA, or JD

West County Reentry Resource Center

- Minimum of five years' experience in not-for-profit management, preferably in social services or criminal justice
- Minimum of five years' fiscal experience preparing budgets and administering agencies with budgets over \$400,000
- Demonstrated success in fund development
- Background in criminal justice, multi-sector project management, nonprofit management, evaluation, operational management, and/or collaborative social service program design
- Subject-matter expertise and awareness of field's respective sectors, stakeholders, and roles
- Knowledge about collective impact and backbone administration and the purpose of this service model
- Demonstrated ability to foster and drive a diverse collaboration using participatory decision-making practices, effective conflict management skills, and open communication methods
- Experience in fostering relationships with key individuals in agencies and organizations, including elected officials
- Strong, charismatic public-speaking and writing skills and the ability to effectively work with multiple audiences: the media, public officials, public systems partners, faith leaders, businesses, CBOs, victims, and interested residents
- Interest in and sensitivity to people from a multiplicity of backgrounds
- Knowledge of the local landscape (Contra Costa and West Contra Costa)
- Commitment to the Center's core values, including restorative justice
- Demonstrated expertise in project management, group decision-making, and participatory processes
- Bilingual is preferred, particularly in Spanish

Physical Demands:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation can be made to enable people with disabilities to perform the described essential functions of the job.

- Ability to stand and sit for long periods of time
- Ability to bend and lift up to 15 lbs

West County Reentry Resource Center

- Ability to sit and enter data, prepare reports, and use a computer for long periods of time
- Able to answer phone calls and participate in phone-related activities for long periods of time
- Ability to negotiate up and down stairs
- Ability to travel locally, regionally, and occasionally within the state
- Ability to operate in environments involving multiple simultaneous stimuli, including people, sounds, conversations, demands, and emotional dynamics

Work Environment:

These work environment characteristics are representative of the environment the employee will encounter. Reasonable accommodations may be made to enable people with disabilities to perform the essential functions of the job.

The Center may be comprised of open cubicles, semi-private offices and shared, multi-use space. All workspaces may be shared spaces with individually assigned computers and shared desks. Workspaces may be assigned based on type of activity, amount of time required to complete the task, and availability of Center space. The workspace may be noisy at times.

Application Process:

To apply for this position, please send your resume and required documents to name and email of appropriate person.

Position will remain open until date. Expected start date is _____.

West County Reentry Resource Center

JOB DESCRIPTION:

OPERATIONS AND SERVICES MANAGER, WEST COUNTY REENTRY RESOURCE CENTER

Project: West County Reentry Resource Center

Job Title: Manager: Operations and Services Manager

Employer of Record: Name of Center Host

Reports to: Executive Director

FLSA Status: Exempt

Date Prepared: Enter Date

Position Context:

The West County Reentry Resource Center (Center) promises to be one of the most significant projects created for formerly incarcerated people ever created in our county. By gathering effective resources into one accessible and welcoming hub of integrated services, the Center fosters healing, justice, and lifelong liberty for the people of West Contra Costa County.

Through a single door, the Center brings together diverse partners working in concert to achieve a collective impact to achieve a common vision: Offering a place that fosters healing, stability, and opportunity, the Center will serve as a beacon of hope, support, and continuing progress to support formerly incarcerated people and their families in their efforts to forge positive futures.

The Center brings together law enforcement, social service agencies and public and private entities to provide coordinated services to formerly incarcerated people and their families living in West Contra Costa County. The Center is organizationally hosted by Name of Center Host and is governed and managed by its Steering Committee.

As the Center's Host, Name of Center Host is the legal entity and employer of record for the Center. Name of Center Host is an "at-will" and equal opportunity employer. Applicants and employees shall not be discriminated against because of race, religion, sex, national origin, ethnicity, age, mental or physical disability, sexual orientation, gender (including pregnancy and gender expression) identity, color, marital status, veteran status, medical condition, or any other classification protected by federal, state, or local law or ordinance.

Reasonable accommodation will be made so that qualified disabled applicants may participate in the application process. Please advise in writing of special needs at the time of application.

Salary Range: \$_____

Position Summary: The Center's Operations and Services Manager (Manager) will be responsible for the daily operations of the Center's services and activities. The Manager will ensure the smooth and effective integration and delivery of appropriate services by Center partners, Center staff, and volunteers. The Manager should have strong "people" skills with a

West County Reentry Resource Center

demonstrated ability for relationship building, multi-provider service operations, and effective problem-solving. The Manager should have experience in partnership management, operations management and tracking, and program analysis and improvement. In addition, the Manager should have experience in volunteer/mentor recruitment, training, and management.

The Manager is an exempt position. Exempt employees are expected to work the appropriate and necessary time in order to complete key assignments and related tasks on schedule.

Essential Duties and Responsibilities:

- Support Center partners in developing integrated and consistent service plans and approaches
- Support Center partners in negotiating agreements and resolving conflicts
- Effectively recruit, train, and manage volunteers
- Participate in ongoing Center operational planning and review
- Manage daily program operations
- Support the development of, and implement, a Center-wide training plan
- Prepare reports and maintain statistics and manage data systems and analysis
- Prepare assessments and recommendations for Center operations, partner roles, and MOU agreements

Other Duties and Responsibilities:

- Ability to travel within the county, with own vehicle, valid license, and insurance
- Ability to work some weekends and evenings

Education and Experience:

- Bachelor's degree or similar demonstrated capacity required, Master's degree preferred
- Background in criminal justice, multi-sector project management, nonprofit management, evaluation, operational management, and/or collaborative social service program design
- Subject-matter expertise and awareness of field's respective sectors, stakeholders, and roles
- Knowledge of collective impact and backbone administration and the purpose of this service model
- Demonstrated ability to foster and drive a diverse collaboration using participatory decision-making practices, effective conflict management skills, and open communication methods

West County Reentry Resource Center

- Experience in fostering relationships with key individuals in agencies and organizations, including with elected officials
- The flexibility and problem solving capabilities to address the needs of a constantly changing organization
- Ability to provide administrative and professional leadership
- Bilingual is preferred, particular in Spanish
- Commitment to the role and responsibilities of backbone administration
- Legal issues concerning confidentiality, medical mandated reporting, partnership agreements, and liability

Physical Demands:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation can be made to enable people with disabilities to perform the described essential functions of the job.

- Ability to stand and sit for long periods of time
- Ability to bend and lift up to 15 lbs
- Ability to sit and enter data, prepare reports, and use a computer for long periods of time
- Able to answer phone calls and participate in phone-related activities for long periods of time
- Ability to negotiate up and down stairs
- Ability to travel locally, regionally, and occasionally within the state
- Ability to operate in environments involving multiple simultaneous stimuli, including people, sounds, conversations, demands, and emotional dynamics

Work Environment:

These work environment characteristics are representative of the environment the employee will encounter. Reasonable accommodations may be made to enable people with disabilities to perform the essential functions of the job.

The Center may be comprised of open cubicles, semi-private offices and shared, multi-use space. All workspaces may be shared spaces with individually assigned computers and shared desks. Workspaces may be assigned based on type of activity, amount of time required to complete the task, and availability of Center space. The workspace may be noisy at times.

Application Process:

West County Reentry Resource Center

To apply for this position, please send your resume and required documents to name and email of appropriate person.

Position will remain open until date. Expected start date is _____.

West County Reentry Resource Center

JOB DESCRIPTION:

REGISTRATION, INTAKE, AND DATA ADMINISTRATOR, WEST COUNTY REENTRY RESOURCE CENTER

Project: West County Reentry Resource Center

Job Title: **Registration, Intake, and Data Administrator**

Employer of Record: Name of Center Host

Reports to: Executive Director

FLSA Status: Exempt

Date Prepared: Enter Date

Position Context:

The West County Reentry Resource Center (Center) promises to be one of the most significant projects created for formerly incarcerated people ever created in our county. By gathering effective resources into one accessible and welcoming hub of integrated services, the Center fosters healing, justice, and lifelong liberty for the people of West Contra Costa County.

Through a single door, the Center brings together diverse partners working in concert to achieve a collective impact to achieve a common vision: Offering a place that fosters healing, stability, and opportunity, the Center serves as a beacon of hope, support, and continuing progress to support formerly incarcerated people and their families in their efforts to forge positive futures.

The Center brings together law enforcement, social service agencies and public and private entities to provide coordinated services to formerly incarcerated people and their families living in West Contra Costa County. The Center is organizationally hosted by Name of Center Host and is governed and managed by its Steering Committee.

As the Center's Host, Name of Center Host is the legal entity and employer of record for the Center. Name of Center Host is an "at-will" and equal opportunity employer. Applicants and employees shall not be discriminated against because of race, religion, sex, national origin, ethnicity, age, mental or physical disability, sexual orientation, gender (including pregnancy and gender expression) identity, color, marital status, veteran status, medical condition, or any other classification protected by federal, state, or local law or ordinance.

Reasonable accommodation will be made so that qualified disabled applicants may participate in the application process. Please advise in writing of special needs at the time of application.

Salary Range: \$ _____

Position Summary:

West County Reentry Resource Center

The Registration, Intake & Data Administrator (Administrator) will serve as the first point of contact for both clients and referring partners. The Administrator will staff the Center's registration desk, providing information and helping potential clients identify if the Center is an appropriate resource to meet their needs.

The Administrator will conduct initial intake and registration, serving as the information hub for receiving and coordinating all client-related information. The Administrator will provide initial triage, including review of eligibility for requests for short-term food, clothes, bus passes, and phone cards.

Reflecting the Center's role as an information hub, the Administrator will identify and reach out to entities that have developed assessments or transition documents for the client.

Based on the client's intake information, the Administrator will identify which On-Site Partner will serve as the client's primary service contact.

As the point of first contact for the Center, the Administrator should have interest in and sensitivity to people from a multiplicity of backgrounds; Bilingual (especially Spanish) is strongly preferred.

The Administrator should have competency in conflict resolution, effective interpersonal management, and effective problem-solving skills, and should be able to multi-task in a complex environment with competing demands.

Education and Experience:

- Have and maintain accurate, up-to-date, and broad knowledge of the local social-service landscape (Contra Costa and West Contra Costa).
- Background in administration of social service programs
- Flexibility and problem solving capabilities to address the needs of a constantly changing organization
- Demonstrated experience with and competency in electronic data systems (data entry, report generation, data analysis) to support the effective use of information to track and support client progress, support the evaluation of On-Site Partners, and provide insight into the Center's effectiveness as a whole
- Bachelor's degree or similar demonstrated capacity required

Physical Demands:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation can be made to enable people with disabilities to perform the described essential functions of the job.

West County Reentry Resource Center

- Ability to stand and sit for long periods of time
- Ability to bend and lift up to 15 lbs
- Ability to sit and enter data, prepare reports, and use a computer for long periods of time
- Able to answer phone calls and participate in phone-related activities for long periods of time
- Ability to negotiate up and down stairs
- Ability to travel locally, regionally, and occasionally within the state
- Ability to operate in environments involving multiple simultaneous stimuli, including people, sounds, conversations, demands, and emotional dynamics

Work Environment:

These work environment characteristics are representative of the environment the employee will encounter. Reasonable accommodations may be made to enable people with disabilities to perform the essential functions of the job.

The Center may be comprised of open cubicles, semi-private offices and shared, multi-use space. All workspaces may be shared spaces with individually assigned computers and shared desks. Workspaces may be assigned based on type of activity, amount of time required to complete the task, and availability of Center space. The workspace may be noisy at times.

Application Process:

To apply for this position, please send your resume and required documents to name and email of appropriate person.

Position will remain open until date. Expected start date is _____.

West County Reentry Resource Center

This page intentionally left blank.

West County Reentry Resource Center

MEMORANDUM OF UNDERSTANDING

1. DOCUMENT PURPOSE

The function of this Memorandum of Understanding (MOU) is to formalize agreements about the West County Reentry Resource Center's collective vision, universal roles and responsibilities, principles, outcomes, and governance system.

This MOU sets forth the terms and conditions that define the relationship between the West County Reentry Resource Center (the Center) and _____ as an On-Site Partner.

This MOU summarizes overarching commitments and agreements on the systems and elements of the Center that are relevant to all On-Site Partners.

Every On-Site Partner will sign and abide by this MOU, and the specific roles and responsibilities for each On-Site Partner will be defined in an Individual Operational Agreement between the Center and the On-Site Partner.

This MOU also describes a process for admitting new On-Site Partners and for existing On-Site Partners to withdraw or be removed from partnership if desired or necessary.

In addition to signing this MOU, each On-Site Partner will also enter into an Operational Agreement that will form an addendum to the MOU and that will specify each organization's specific responsibilities.

2. VISION AND MISSION

The attached "*Principal Ideas that Guide Our Work*" is incorporated into this MOU by reference. Signatories to this MOU will incorporate and demonstrate these ideas in their work as On-Site Partners.

Excerpted from that document, the Center's vision and mission are as follows:

- a. Vision: Offering a place that fosters healing, stability, and opportunity, the Center will serve as a beacon of hope, support, and continuing progress to support reentering or formerly incarcerated people and their families in their efforts to forge positive futures.
- b. Mission: By gathering effective resources into one accessible and welcoming hub of integrated services, the Center fosters healing, justice, and lifelong liberty for the people of West Contra Costa County.

3. COLLECTIVE IMPACT, OUTCOMES, & METRICS

As a collective impact initiative using a co-located, integrated service model, the Center's partners will be committed to striving toward common goals and to developing new indicators to measure the extent to which the Center's staff and On-Site Partners reach these goals.

West County Reentry Resource Center

The Center has three primary intentions for individual clients, Center partners, and the Center as a whole:

- a. To support formerly incarcerated West Contra Costa County residents in their efforts to build self-sufficient, satisfying, and positive lives;
- b. To leverage and maximize the impact of individual organizations that are working to support formerly incarcerated individuals;
- c. To foster the collective impact of all those entities and stakeholders (public, private, services, businesses, faith community, and individual residents) who are committed to developing a safer, more equitable, and more sustainable West Contra Costa County by working intentionally and collaboratively to achieve common goals.

Goals, outcomes, and metrics will reflect and provide opportunities to assess the Center's progress on these three primary intentions. Center partners will utilize these outcomes as a primary framework for planning, budgeting, and program design.

4. LEADERSHIP & GOVERNANCE

The Center's governance structure is intended to enable the operation of a strong, integrated partnership in which partners have equal voice. For fuller details on governance roles and responsibilities, see the "Governance and Administration" document, which is incorporated by reference.

As explained in that document, the Center Host is responsible and accountable for the administration of the Center's fiscal and personnel matters, and its local, state, and federal regulatory compliance and reporting.

The Center Steering Committee (CSC) will be responsible for guiding the Center's work. The CSC holds responsibility for program planning and policy setting, engaging in an ongoing process of program implementation, evaluation, and refinement. The CSC will review and approve the Center's annual budget and major financial commitments entered into by the Center, subject to due diligence approval by the Board of Directors of the Center's Host.

The Center's Executive Director will maintain active communication with both onsite and offsite Center partners (see partner responsibilities below) and will provide ongoing support for the work of the Center Steering Committee. The Executive Director will be responsible for the recruitment, evaluation, and management of the Center's staff.

A primary function of Center's Executive Director and staff is to create the necessary conditions for the smooth and effective integration of services by On-Site Partners.

The On-Site Partners are responsible for working collectively, collaboratively, and in partnership with one another and the Center staff to design, implement, and evaluate co-

West County Reentry Resource Center

located, integrated service plans. Unless otherwise specified in Individual Operational Agreements, On-Site Partners lend their staff and resource to the Center as in-kind contributions to the Center's work.

5. OVERARCHING ON-SITE PARTNER AGREEMENTS

Working with the Center Steering Committee, the Center Executive Director, and the Center staff, the On-Site Partners are responsible for ensuring the Center's ongoing development and health, in accordance to all of the rights and responsibilities described by this document and each On-Site Partner's individual Operational Agreement.

Each of the Center's On-Site Partners agrees to the following:

- a. Abide by the Center's mission
- b. Create a welcoming, respectful, responsive, and productive experience for clients
- c. Participate actively and in multiple ways, including agreeing to:
 - Provide a decision-maker from the organization to participate in the Services committee;
 - Contribute some of the agencies' existing resources (in-kind or financial) to leverage the Center's collective opportunities and resources;
 - Cross-train staff to communicate and promote Center services and approaches, including participating in Center-based professional development trainings;
 - Participate in the development of a joint budget, including the identification of in-kind and other resources;
 - Participate in fundraising activities, as defined by each organization's? Center's annual operating plan.
- d. Set aside individual organizational identity when communicating about the Center;
- e. Participate with the Center's Executive Director in an annual review of (and, if necessary, revisions to) the agency's Individual Operational Agreement;
- f. Participate in an annual all-partner Work Review And Planning day;
- g. Work differently as needed to achieve common goals;
- h. Manage clients jointly and share client information, in accordance with confidentiality rules, agreements, and guidelines;
- i. Foster both individual and collective accountability in the Center's work;
- j. Track common metrics, share data, and evaluate results;

West County Reentry Resource Center

- k. Participate in ongoing learning within the Center and with partners across the county;
- l. Strive for continuous quality improvement;
- m. Have good-faith intention to commit to this effort over time;
- n. Identify and help recruit additional partners as appropriate to develop the Center and help its services evolve;
- o. Abide by the Center's Conflict of Interest policy;
- p. Serve as representatives and ambassadors to advance the Center's mission and core values, fostering the Center's role as a positive community partner;
- q. For areas of activity in which certification is *available*, On-Site Partners should have the highest feasible level of relevant certification. For areas of activity for which certification is *required*, On-Site Partners must have and maintain the required certification.

6. PARTNER WITHDRAWAL, REMOVAL, AND ENROLLMENT

a. New Partner Enrollment

The Center Steering Committee must approve all new On-Site Partners. New organizations wishing to become On-Site Partners must demonstrate that they possess the relevant levels of certification (through certifications and/or licenses that are standard in their field of activity, if such exist).

b. Partner Withdrawal/Disbarment

Partners may withdraw from this MOU by providing the Center Host with 90 days written notice of intention to withdraw. Should the withdrawing partner be receiving allocated funds from the Center, these funds will be returned to the Center, as of the date of final partnership with the Center.

Following withdrawal, Center partners may apply for re-admission to the Center partnership, subject to the conditions specified under Section 8.A above and to approval by the Center Steering Committee.

Loss of required certification by a partner will be grounds for disbarment from Center until recertification can be documented.

Malfeasance or intentional acts in conflict with this MOU or failure to perform shall be grounds for removal

7. GRIEVANCE AND MEDIATION

If any Center staff member, Center Partner, or Center volunteer has a concern or complaint regarding the actions or decisions of another party that affects the grieving party's work,

West County Reentry Resource Center

work/service environment, or working relations with colleagues at the Center, the grieving party or parties shall first attempt to resolve the matter in an amicable manner on their own. The grieving party or parties may request the support of the Executive Director to help them resolve the dispute in a mutually satisfactory, informal process.

However, if this attempt at resolution is not appropriate or successful, the grieving party shall, within ten days of the event giving rise to the grievance, present its grievance to the Executive Director in writing.

Within ten days of receipt of the grievance, the Executive Director shall convene a formal meeting with the grieving party to attempt to resolve the matter, and shall convene conversations with other Center Partners, if appropriate, to attempt to resolve. If the matter is not resolved satisfactorily, the grievance shall be submitted to the Center Steering Committee.

Failing resolution through these means, the parties will submit to nonbinding mediation with a neutral mediator and share the costs of the mediation.

8. AMENDMENT AND MODIFICATION OF THIS MOU

This MOU may be amended from time to time by the Center Steering Committee using its regular decision-making process, as described herein.

9. ACCEPTANCE OF THE TERMS OF THIS MEMORANDUM OF UNDERSTANDING

We hereby agree to the terms as stated in this Memorandum of Understanding.

Center Host: _____

Signature and Title: _____

Date: _____

Name of On-Site Partner: _____

Signature and Title: _____

Date: _____

West County Reentry Resource Center

This page intentionally left blank.

West County Reentry Resource Center

CENTER STEERING COMMITTEE CONFLICT OF INTEREST POLICY

1. DOCUMENT PURPOSE

In their capacity as members of the Center Steering Committee (CSC) of the West County Reentry Resource Center (the Center), the Center Steering Committee members (members) must act at all times in the best interest of the Center.

The purpose of this policy is to help inform the members of the CSC about what constitutes a conflict of interest, assist the CSC in identifying and disclosing actual and potential conflicts, and help CSC members avoid conflicts of interest where necessary.

This policy may be enforced against individual CSC members as described below.

2. CONFLICT OF INTEREST POLICY

- a. Members of the CSC have a fiduciary responsibility to conduct themselves without conflict to the interests of the Center. In their capacity as CSC members, they must subordinate personal individual business, third-party, and other interests to the welfare and best interests of the Center.
- b. A conflict of interest is a transaction or relationship that presents or may present a conflict between a CSC member's obligations to the Center and the member's personal, business, or other interests.
- c. All conflicts of interest are not necessarily prohibited or harmful to the Center. However, full disclosure of all actual and potential conflicts, and a determination by a subcommittee of the disinterested CSC members – with the interested member(s) recused from participating in debates and voting on the matter – are required.
- d. All actual and potential conflicts of interest shall be disclosed by members to the CSC Chair through the annual disclosure form and whenever a conflict arises. The subcommittee of disinterested members (the subcommittee) shall make a determination as to whether a conflict exists and what subsequent action is appropriate (if any). The subcommittee shall inform the full CSC of such determination and action. The full CSC shall retain the right to modify or reverse such determination and action by the subcommittee, and shall retain the ultimate enforcement authority with respect to the interpretation and application of this policy.
- e. On an annual basis, all CSC members shall be provided with a copy of this policy and required to complete and sign the acknowledgement and disclosure for below. All completed forms shall be provided to and reviewed by the CSC Chair, as well as all other conflict information provided by CSC members.

West County Reentry Resource Center

BEHAVIORAL GUIDELINES

1. A SAFE PLACE FOR ALL

Cultivating an inclusive, affirming, patient, and open-minded community culture, the West County Reentry Resource Center (the Center) is designed as a beacon of hope, opportunity, and continuing progress to support reentering or formerly incarcerated West County residents and their families in their efforts to forge positive futures.

The Center is equally open to all clients regardless of race, culture, sexual orientation, gender, ethnicity, physical or mental ability, age, religion, criminal justice status, or immigration status.

2. GUIDELINES FOR ALL

To ensure that the Center provides a welcoming environment for everyone, all staff, Partners, and clients are expected to abide by the following rules. Violation of these rules may be grounds for dismissal from the Center.

- a. No one may use abusive language or behavior at the Center.
- b. No one may be under the influence of alcohol or drugs (this does not include prescribed medication taken according to doctor's orders and reported to the Registration and Intake Administrator).
- c. No one may perform or threaten to perform any violent acts or actions that endanger the health and safety of others.
- d. Vandalizes, steals or defrauds anyone else at the Center, or the Center itself.
- e. Other than law-enforcement officers (Probation, Parole, police), no one may bring any weapons (including knives) to program sites. To reduce the trauma triggers that can be evoked by the sight of firearms, law-enforcement officers are requested to minimize the visibility of weapons that they may be authorized to carry.
- f. No one may intentionally give false information related to client eligibility for services or to the conditions of a client's supervision.
- g. No one may vandalize, defraud, or steal from anyone at the Center or the Center itself.

PROGRAM PARTICIPATION AGREEMENT:

I understand these behavioral guidelines, and I agree to follow the basic rules shown above.

Participant Signature: _____ Date: _____

Staff Signature: _____ Date: _____

West County Reentry Resource Center

This page intentionally left blank.

West County Reentry Resource Center

ELECTRONIC DATA-SHARING MEMORANDUM OF AGREEMENT (SAMPLE TEMPLATE)

1. PARTIES TO THIS AGREEMENT

This Data-Sharing Memorandum of Agreement is entered into this (date) _____ by and between The West County Reentry Resource Center (Center) and _____ (Partner).

2. PURPOSE

The Center, Partner, and individuals served by both the Center and the Partner will benefit from shared access to personally identifiable information¹ for the purpose of conducting reporting and other data compilations in support of contract monitoring and program evaluation. This Agreement sets out the terms and methods for secure and consensual handling of this information.

Sharing data allows the Center to support the valuable work that Partner provides to clients and their families. The database benefits both Partner and The Center by:

- a. Demonstrating the effects that the Center's work is having on the clients and their families that are served.
- b. Eliminating redundancy in data collection and reporting.
- c. Reducing time and paperwork required for Partner to submit invoices, progress reports, and evaluation data to the Center.
- d. Streamlining internal data management processes of Partner by providing a free electronic data collection, storage, and reporting system that can be used for purposes other than the Center's data collection. This system permits Partner to more easily and powerfully collect their own data in an aggregate format for needs assessments, planning, evaluations, and research purposes.
- e. Identifying the best and promising practices and analyzing the effectiveness of existing strategies to support continuous quality improvement in Center programs.

Strict confidentiality regulations and procedures will be employed to minimize the risks of disclosure of confidential data.

HIPAA (The Health Insurance Portability and Accountability Act of 1996) protects the security and privacy of health data. Center, because it assigns accounts and passwords to users of the client database, falls under the operations clause of HIPAA and is therefore permitted to view client-level health data. In addition, to protect security and confidentiality, Center enters into this Agreement with Partner to assure that Center will maintain the privacy of all protected

¹ "Protected Health Information" is defined by Title 45 of the Code of Federal Regulations, Section 164.501.

West County Reentry Resource Center

health information to which Center is granted access

3. GOALS OF THE CENTER'S EVALUATION

- a. Longitudinally track and analyze data to identify best practices, service patterns, gaps, and participant outcomes in relation to their level of service participation
- b. Demonstrate how co-located, integrated programs are part of a comprehensive service system aimed at improving common but complex outcome
- c. Demonstrate how the intensity of services provided to clients, and the overlapping of services from multiple funded programs, leads to improved client outcomes
- d. Create an efficient data collection infrastructure that can be expanded to include new programs and outcomes
- e. Reduce data entry, and improve the quality of analysis, by using a limited set of core data elements shared across funded programs.

4. GUIDING PRINCIPLES: DATA AND EVALUATION

The protection of clients served by the Center is a highest value. The right to privacy is based in the United States and California constitutions and provides the broadest protection of personal information. Each individual has the right to make decisions regarding the sharing of their personal information. Protection of personal information is especially critical when working with some of the vulnerable populations served by the Center. Therefore, the Protocol for Data Security established for Center Partner Organizations is set up to ensure that Partner agency data can be shared only if the identity of the individual client is protected, or as required by City, State, or Federal rules, regulations, or laws.

5. DATA COLLECTION PROCEDURES

- a. Partner data will be collected via an online database administered by Center. Personally identifiable client data will be visible only to the Partner that enters that data and to Center. Partners who do not want to input identifiable data in the Center database have the option to send names and dates of birth to a third party encoder (hereafter "Encoder"). The Encoder will then provide Partner with an encrypted "Encoder ID" to use in place of the name and date of birth in the Center database.
- b. Some individual level data will be collected, such as client program participation. Identifying information – specifically, client first and last name and data of birth – will be collected either in the Center database or by the third part encoder. Certain sensitive data elements, such as client street address, are optional but not required.
- c. Access to the online database is password protected. An authentication protocol prevents access to the database without a secure ID and password issued by Center.

West County Reentry Resource Center

Each Partner will determine which members of its agency have access to the database and what level of access they will have.

- d. According to HIPAA standards, electronic procedures will be implemented that terminate an electronic session after a predetermined time of inactivity. Under the law, this standard time can range from 2 minutes (in an emergency room setting) to 180 minutes (for a secure office setting). The purpose of this limitation is to ensure that individuals who are not registered users cannot access the system. All accounts on the Measure Y database will automatically log out if left idle for a 20-minute period.
- e. Each Partner will own their data. The Center retains the right to extract aggregated and non-personally identifiable data. Neither the Center nor the Encoder will own the data.

6. DATA MATCHING PROCEDURES

In order to support the evaluation of Center programs and the progress of individual clients, Partner data will be matched with data from the Contra Costa County Probation (Probation) and/or California Department of Corrections & Rehabilitation (CDCR). There are four principles to the data matching procedure:

- a. Probation, CDCR and other local or state criminal justice agencies will not have access to any data from the Center database or the Encoder.
- b. For Partners who do not want to share identifiable data, there are no identifiers in the Center database.
- c. The Center database will not contain data provided by Probation, CDCR, local police agencies, or other local or state criminal justice agencies.
- d. The Center will not have individually identifiable information for anyone.

7. DATA-MATCHING PROCESS

- a. Partner data
 - i. Encoded option
 - Partners who do not want to input identifiable data in the database send names and dates of birth to a third party encoder.
 - The encoder creates an Encoder ID for each client and returns it to the program.
 - The Partner uses this Encoder ID to record participation data in Center.
 - ii. Un-encoded option
 - Partners who want to input identifiable data in the database will enter names and dates of birth directly into the Center database for each client.

West County Reentry Resource Center

- Center will generate a unique Center ID for each client.
- Center sends the participant service data, Center ID and identifying information to the appropriate evaluator.

b. Evaluation

- i. The evaluator matches participants to other data sources records (Probation, local police agencies, CDCR or other local or state criminal justice agencies) using first name, last name, date of birth, ethnicity and gender – without service data.
- ii. The evaluator strips the matched data records of any identifying information, keeping only the Center ID or Encoder ID intact before conducted data analysis of program impact.

8. PROHIBITION ON DATA-SHARING

Absolutely *no* sharing of Partner program data in the Center database is allowed other than that specified in this Agreement. However, if data is requested or ordered by any City, State, or Federal agency/body, pursuant to applicable rules, regulations or laws, such data shall be provided.

9. PROCEDURE FOR OBTAINING PRIOR WRITTEN, INFORMED CONSENT FROM CLIENTS

An Authorization to Release Confidential Information (“Consent Form”) must be signed before client data is collected and input or transferred into the Center database. Partner is responsible for discussion of confidentiality protocols with clients and parent/guardians and ensuring that they are informed about their rights.

In every case the Partner will keep the original signed Consent Form and a copy will be provided to the client as well as the parent/guardian (if applicable). Authorization may be withdrawn at any time.

Partner is expected to explain the Authorization process in a language understood by the client. If parent/guardian of the client does not speak the languages spoken by the Partner staff, or cannot adequately read in the languages in which the Consent Form is available then it is the responsibility of the Partner and its staff collecting the information to provide an interpreter, or to read the form to the client or parent/guardian, and to sufficiently explain any difficult wording. The responsible staff person will make sure that the orientation is provided in language that the client can fully understand. The responsible staff person will further respond fully, appropriately, and in a timely manner to the questions and concerns of the client related to the forms or the confidentiality policy and procedures.

The client may revoke the authorization at any time. To revoke the authorization, the client should revoke the authorization in writing and submit it to the Partner, who will then inform

West County Reentry Resource Center

Center as soon as is practicable. Actions taken by Center prior to the revocation of the authorization may not be revoked. All confidential information on clients who have revoked their authorization will have identifying information removed from the Center database in a timely manner.

Refusal to authorize sharing of confidential client information shall not preclude the client's receipt of Partner's services.

10. LIMITATION ON DISCLOSURE OF CONFIDENTIAL INFORMATION

Only aggregated data or non-personally identifiable individual data will be shared with the Center. De-identified information neither identifies nor provides a reasonable basis to identify an individual. There are two ways to de-identify information; either: 1) a formal determination by a qualified statistician; or 2) the removal of specified identifiers of the individual and of the individual's relatives, household members, and employers is required, and is adequate only if the Center has no actual knowledge that the remaining information could be used to identify the individual.

The Center may be required to release confidential information without specific authorization if Center has reason to believe that the client is in imminent danger to himself or herself or to others, or if the client is an alleged victim or perpetrator of child, elder or dependent abuse or if requested or ordered by any City, State, or Federal agency/body, pursuant to applicable rules, regulations, or laws.

With the exception of the above regarding City, State, or Federal requests or orders, the Center and its auditors, including the City Auditor, will have access only to aggregated data or individual data stripped of personally identifying information. The City and its auditors, including the City Auditor will not have access to personally identifying information, including names, social security numbers and birth dates of a particular client being served by a Partner. The City and its auditors, including the City Auditor will have access to anonymized data on a particular client or aggregate data about a program if that program is serving a small number of clients who could be identified simply by race, gender or age.

The following information will not be disclosed without the explicit written authorization of the Client:

- a. Health diagnosis and treatment;
- b. Participation in alcohol or drug treatment programs; and
- c. Criminal arrests or convictions.

All confidential information will be acquired and stored in a manner that safeguards the privacy rights of the Clients and/or the Client's family. Each Partner will be responsible for carefully monitoring the data collection and reporting of confidential Client information maintained in

West County Reentry Resource Center

the Center database. The original, signed copy of the Client's Authorization form - and any other information regarding the Client collected at any point in time on paper, printed from electronic files, or stored electronically - will be placed in a personal paper or electronic file folder, and stored in a location accessible only to Partner staff who can document a direct, specific, and time-limited need for the confidential information to which they request access.

11. RESPONSIBILITIES OF THE PARTIES

- a. Center:
 - i. Center shall keep all confidential information in the strictest confidence.
 - ii. Center will provide for the protection of confidential information with the most advanced security technology available, and will meet all applicable rules, regulations, and laws, including but not limited to, Federal Privacy Regulations (45 CFR Part 46, 45 CFR 160 and 164 [HIPAA Regs.], 42 CFR Part 2, etc.).
 - iii. Center shall maintain a database that is HIPAA and if applicable VAWA (Violence Against Women Act) compliant and shall follow all HIPAA and VAWA privacy requirements in the handling of personally identifiable information.
 - iv. Center will report its data compilations in such a manner so as not to permit the release of personally identifiable information to persons other than Center personnel or the Partner that was the original source of the personally identifiable information.
 - v. Center will not disclose any personally identifiable information to any requesting person or entity, without prior written authorization from the Partner, with the exception of any request, directive, or order for information from any City, State or Federal agency/body pursuant to applicable rules, regulations or laws.
 - vi. Center shall keep all data in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way such that unauthorized persons cannot retrieve or alter the information by using a computer, remote terminal, or other means.
 - vii. Center shall instruct all staff with access to confidential information about the requirements for handling confidential information.
 - viii. Center shall provide all staff having access to confidential information with statements of organizational policies and procedures for the protection of human subjects and data confidentiality.
 - ix. Center agrees to defend, indemnify, and hold harmless the Center, its Council Members, officers, partners, agents, and employees, and all Partner from and

West County Reentry Resource Center

- against any and all liabilities resulting from injury or death to persons, and damage to or loss of tangible property of third parties, arising out of or resulting from the performance of Center's services under this Agreement to the extent attributable to the negligent acts or omissions of, or intentional injury by, Center or its employees or agents or arising out of any disclosure by Center in violation of HIPAA.
- x. Per HIPAA, Center agrees to return or destroy, any Protected Health Information it receives from any Partner inputting data into the online database once a Partner's grant agreement with the Center has ended.
 - xi. Center will comply with requirements for managing student education records as set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
 - xii. Center agrees to return or destroy, in conformance with HIPAA requirements, any protected health information it receives from Partner once its contract with The Center has ended.
- b. Partner:
- i. Partner is responsible for maintaining password security to its own agency database user accounts. Each Partner will have the ability to create user accounts and passwords that allow individuals to access the personally identifiable information entered into the database by their own agency.
 - ii. If a database user account assigned to a Partner requires additions, amendments, or deletions, then the Partner is responsible for contacting Center during normal business hours to make those changes.
 - iii. Partner will obtain a signed Consent Form from individuals (or from their parent or guardian if they are a minor) to input their personal information into the database and to participate in evaluation. Partner will follow the procedure outlined above.
 - iv. Partner will enter relevant information into the database and participate in the evaluation as a condition of funding.
 - v. Partner agrees to defend, indemnify, and hold harmless the Center, its Council Members, officers, partners, agents and employees from and against any and all liabilities resulting from injury or death to persons, and damage or loss of tangible property of third parties arising out of or resulting from the performance of Partner's obligations under this Agreement to the extent attributable to the negligent acts or omissions of, or intentional injury by Partner or its employees or agents.

West County Reentry Resource Center

12. TERM

The term of this Agreement shall be from (date) _____ to (date). Any party may remove their data from the Center database at any time with written notice to Center. As soon as is reasonably practicable, any data owned by that party will then be returned or destroyed by Center.

13. AGREED

On behalf of the Center: _____

Signature: _____ Date: _____

Name, Title

On behalf of the Partner: _____

Signature: _____ Date: _____

Name, Title

West County Reentry Resource Center

BUSINESS ASSOCIATE AGREEMENT REGARDING PROTECTED HEALTH INFORMATION

WHEREAS, the West County Reentry Resource Center (the "Covered Entity") is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information ("PHI") to **Name of partner** ("Business Associate") pursuant to the terms of the Agreement and this Business Associate Agreement ("BAA"); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable law; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to the BAA, the parties agree as follows:

I. DEFINITIONS

Terms used, but not otherwise defined, and terms with initial capital letters in the BAA have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

Privacy Breach Any acquisition, access, use or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws.

Business Associate is a person, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, or disclosure of PHI for, or on behalf of, a HIPAA covered health care component. Examples of business associate functions are activities such as claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

West County Reentry Resource Center

Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

Protected Information shall mean PHI provided by Covered Entity to Business Associates or created or received by Business Associates on Covered Entity's behalf.

Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h)(1) and 45 C.F.R. 164.402.

II. DUTIES AND RESPONSIBILITIES OF BUSINESS ASSOCIATES

- a. **Permitted Uses.** Business Associates shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law.

Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule, Welfare & Institutions Code section 5328, 42 C.F.R. Part 2, or the HITECH Act, if so used by Covered Entity. However,

West County Reentry Resource Center

Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. [45 C.F.R. Sections 164.502(a)(3), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- b. Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule, 42 C.F.R., Welfare & Institutions Code section 5328, or the HITECH Act if so disclosed by Covered Entity. However, Business Associates may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information obtained pursuant to the Agreement and this BAA to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any Breaches of confidentiality of the Protected Information within twenty-four (24) hours of discovery, to the extent it has obtained knowledge of such Breach. [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i)-(ii)(A) and 164.504(e)(4)(ii)].
- c. Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. [42 U.S.C. Section 17936(a) and 45 C.F.R. 164.501]. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. [42 U.S.C. Section 17935(a); 45 C.F.R. Section 164.502(a)(5)(ii)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. [42 U.S.C. section 17935(d)(2)]. This prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- d. Appropriate Safeguards.** Business Associate shall implement appropriate administrative, technological and physical safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Agreement

West County Reentry Resource Center

and this BAA that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, and comply, where applicable, with the HIPAA Security Rule with respect to Electronic PHI.

- e. **Reporting of Improper Access, Use or Disclosure.** Consistent with section (h)(4) of this BAA, Business Associate shall notify Covered Entity within twenty – four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e. any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in any information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by Business Associate or its agents or subcontractors.

Business Associate shall report to appropriate entity's Compliance & Privacy Officer in writing any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA. As set forth below, [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e) (2) (ii) (C); 45 C.F.R. Section 164.308(b)].

The Breach notice must contain: (1) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known, (2) the location of the breached information; (3) the unauthorized person who used the PHI or to whom the disclosure was made; (4) whether the PHI was actually acquired or viewed; (5) a description of the types of PHI that were involved in the Breach,(6) safeguards in place prior to the Breach; (7) actions taken in response to the Breach; (8) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (9) a brief description of what the business associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and (10) contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website or postal address. [45 C.F.R. Sections 164.410(c) and 164.404(c)]. Business Associate shall take any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Business Associate shall otherwise comply with 45 C.F.R. § 164.410 with respect to reporting Breaches of Unsecured PHI. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 165.308(b)]

- f. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI. [45 C.F.R. Sections 164.502(e)(1)(ii), 164.504(e)(2)(ii)(D)and 164.308(b)]. If

West County Reentry Resource Center

Business Associate knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach of violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation.

Business Associate shall take reasonable steps to cure the Breach or end the violation. If these steps are unsuccessful, Business Associate shall terminate the contract or arrangement with agent or subcontractor, if feasible. [45 C.F.R. Section 164.504(e)(1)(iii)]. Business Associate shall provide written notification to Covered Entity of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement with twenty four (24) hours of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

The Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

- g. Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. [45 C.F.R. Section 164.504(e)(2)(ii) (E); 42 C.F.R. part 2 and Welfare & Institutions Code section 5328]. If Business Associate maintains an Electronic Health Record, Business Associates shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e)(1). If any Individual requests access to PHI directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the request.
- h. Electronic PHI.** If Business Associate receives, creates, transmits or maintains Electronic PHI on behalf of Covered Entity, Business Associates will, in addition, do the following:
- i. Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of Covered Entity.
 - ii. Document and keep these security measures current and available for inspection

West County Reentry Resource Center

by Covered Entity.

- iii. Ensure that any agent, including a subcontractor, to whom the Business Associate provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect it.
 - iv. Report to the Covered Entity any Security Incident of which it becomes aware. For the purposes of this BAA and the Agreement, Security Incident means, as set forth in 45 C.F.R. Section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system." Security incident shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate, or (b) immaterial incidents that occur on a routine basis, such as general "pinging" or "denial of service" attacks.
- i. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any Individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.
 - j. **Accounting Rights.** Business Associate agrees 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 Privacy Rule and the HITECH Act. [42 U.S.C. Section 17935(c) and 45 C.F.R. Section 164.528]. Business Associate agrees to implement a process that allows for an accounting of disclosures to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent Business Associate maintains an electronic health record and is subject to this requirement.

At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that

West County Reentry Resource Center

reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. [45 C.F.R. Section 164.528(b)]. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward it to Covered Entity in writing within five (5) days of request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in the Agreement and this BAA.

- k. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 165.504(e)(2)(ii)(I)]. Business Associate shall concurrently provide to Covered Entity a copy of any internal practices, books, and records relating the use and disclosure of PHI that Business Associate provides to the Secretary.
- l. **Minimum Necessary.** Business Associate and its agents or subcontractors shall request, use and disclose only the minimum amount of Protected Information reasonably necessary to accomplish the purpose of the request, use, or disclosure in accordance with 42 U.S.C. Section 17935(b). Business Associate understands and agrees that the definition of "minimum necessary" as defined in HIPAA and as may be modified by the Secretary. Each party has an obligation to keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.

The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect,

West County Reentry Resource Center

Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with the BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or BAA, Business Associate shall notify Covered Entity within five (5) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

III. TERMINATION

- a. **Material Breach.** A Breach by Business Associate of any provision of this BAA shall constitute a material Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section 2 of the BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If County elects destruction of the PHI, Business Associate shall certify in writing to County that such PHI has been destroyed.

IV. GENERAL PROVISIONS

- a. **Indemnification.** In addition to the indemnification language in the Agreement, Business Associate agrees to be responsible for, and defend, indemnify and hold harmless the Covered Entity for any Breach of Business Associate's privacy or security obligations under the Agreement, including any fines and assessments that may be made against Covered Entity or the Business Associate for any privacy Breaches or late

West County Reentry Resource Center

reporting and the cost of notice to credit monitoring companies.

- b. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the use and safeguarding of PHI.
- c. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement, the Terms and Conditions and/or BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI.

Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to the BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws.

Covered Entity may terminate Contract upon thirty (3) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Contract or Addendum when requested by Covered Entity pursuant to this section or (ii) Business Associate does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

- d. **Assistance in Litigation of Administrative Proceedings.** Business associate shall notify Covered Entity within forty-eight (48) hours of any litigation or administrative proceedings commenced against Business Associate or its agents or subcontractors. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named as an adverse party.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entities, Business Associate and their respective successors or assigns, any

West County Reentry Resource Center

rights, remedies, obligations or liabilities whatsoever.

- f. **Effect on Agreement.** Except as specifically required to implement the purposes of the BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.
- g. **Interpretation.** The BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
- h. **Governing Law, Venue.** This agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.
- i. **Survivorship.** The respective rights and responsibilities of Business Associate related to the handling of PHI survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the date below.

On behalf of Host Organization: _____

Reviewed and agreed by: _____
Name and title Date

On behalf of Partner Organization: _____

Reviewed and agreed by: _____
Name and title Date

West County Reentry Resource Center

Baseline Intake¹

Intake Staff Name: _____

Date: ____ / ____ / ____

If client already has a confirmed record in Center database, enter name and birthdate only, and skip to Contact Info.

1. Client Identification:

First name Middle initial Last name

Birth date
month day year

Social Security Number -- SSN unknown/not available

Client Alternative Name: *Enter alternate name(s), if any*

First name Middle initial Last name

2. Essential Demographics

What is your gender Male Female Transgender/Transsexual/Intersex

What is your marital status?

- Single/ Never Married In a committed relationship (but not married)
 Married Separated Divorced
 Widowed Unknown Declined to Answer

What is your ethnicity (Non-Hispanic or Hispanic) and your race?

Based on client's self-identification, choose ethnicity and then, within that column, check race(s) identified (use "other" only if YOU cannot determine how to categorize consumer response):

Non-Hispanic:

- African American/Black
 Native American/Alaskan
 Asian
 Pacific Islander/Hawaiian

Hispanic:

- African American/Black
 Native American/Alaskan
 Asian
 Pacific Islander/Hawaiian

¹ Offered for the purposes of illustration only

West County Reentry Resource Center

White
 Other

White
 Other

What is your primary language

English Spanish* Chinese* Lao* Cambodian*
 Vietnamese* Tagalog* Russian* American Sign Language* Other (specify): _____

**If other than English: Do you feel comfortable talking in English?* Yes No Unknown

Are you a U.S. Veteran? *Yes No Unknown

**If yes:* Service Era(s): _____ Discharge status: _____

What is the highest level of education you've completed?

Elementary school High school diploma* Bachelor degree (B.A., B.S.)
 Middle/junior high school Some college Master degree (M.A./M.S. etc.)
 Some high school (no GED)* Technical or trade school Doctorate (Ph.D./M.D. etc.)
 Some high school +GED* Associate degree (A.A.) Unknown

**If less than high school diploma:* Highest grade completed

3. Your Contact Information

What is your current address?

Line 1:					
Line 2:					
City		State		Zip	

Are you staying outdoors or in a place not meant for human habitation? Yes* No Unknown
**If yes, you may enter just the city name as your current address.*

What are the best phone numbers for us to reach you?

Primary phone		Description	
Alternate 1		Description	
Alternate 2		Description	

West County Reentry Resource Center

Email None

If you have a different mailing address, please list it here:

Line 1: None
Line 2:
City State Zip

4. Related Contacts

Please give us information for at least one person connected with you that we should know about. If you have additional names you want to give us, you can give us information about them on the Additional Related Contacts form.

Title: First name: Last name:

How is this person connected to you?

Family (Specify) _____ Case Manager B&C Operator Payee
 Physician Psychiatrist Parole Officer Probation Officer Someone else (specify) _____

Who is the best person we should call if you have an emergency? _____

What is that person's current address?

Line 1:
Line 2:
City State Zip

How can we best reach that person?

Primary phone	<input type="text"/>	Description	<input type="text"/>
Alternate 1	<input type="text"/>	Description	<input type="text"/>

Email None

West County Reentry Resource Center

5. Referrals

If someone referred you to the Center, check all that apply (specify name and agency):

- No one referred me
 Someone asked/suggested that I come here. Specify who: : _____
 I was ordered by the court I am here as part of my probation
 I am here as part of my parole Other: _____

6. Disabilities

Do you have any disabling conditions (that is, conditions that are of long or indefinite duration, and limiting ability to work or live independently) ?

- Yes* No I don't know

**If yes, tell us which types of disability affect your ability to work or live independently. If required (by program), indicate whether disability verification has been submitted to file, with Date and Type:*

Mental health disability	<input type="checkbox"/> Yes, SMI (Level 1) <input type="checkbox"/> No <input type="checkbox"/> Yes, MI (other diagnosis) <input type="checkbox"/>	Specify/notes:
	Verification filed? <input type="checkbox"/> No <input type="checkbox"/> Yes*	*If yes, date verified: _____
Substance abuse disability	<input type="checkbox"/> Yes, Alcohol <input type="checkbox"/> Yes, Drugs <input type="checkbox"/> No	Specify/notes:
	Verification filed? <input type="checkbox"/> No <input type="checkbox"/> Yes*	*If yes, date verified: _____
Physical disability	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Specify (optional):
	Verification filed? <input type="checkbox"/> No <input type="checkbox"/> Yes*	*If yes, date verified: _____
Developmental disability	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Specify (optional):
	Verification filed? <input type="checkbox"/> No <input type="checkbox"/> Yes*	*If yes, date verified: _____
HIV/AIDS	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Specify (optional):
	Verification filed? <input type="checkbox"/> No <input type="checkbox"/> Yes*	*If yes, date verified: _____
Other medical condition	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Specify (optional):
	Verification filed? <input type="checkbox"/> No <input type="checkbox"/> Yes*	*If yes, date verified: _____

7. Criminal Justice History

Have you ever been held in a city or county jail?

- Yes* No I don't know

Have you ever been convicted of a crime?

- Yes* No I don't know

**If yes:*
Type of conviction(s) Check all that apply Felony Misdemeanor

West County Reentry Resource Center

Convicted within last six months <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Currently on probation <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Ever incarcerated in state or federal prison <input type="checkbox"/> Yes* <input type="checkbox"/> No <input type="checkbox"/> Unknown	
<i>*If yes:</i>	Released within six months <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
	Currently on parole <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
	Release Date: <input type="checkbox"/> _____ <input type="checkbox"/> Unknown

<i>*If yes:</i>	Held there within last six months <input type="checkbox"/> Yes* <input type="checkbox"/> No <input type="checkbox"/> Unknown
<i>*If yes:</i>	How many times within last six months _____
	Release Date: <input type="checkbox"/> _____ <input type="checkbox"/> Unknown

Any additional info on your criminal justice history

8. Employment

Do you currently have a job?

Yes No

If no:

*Are you currently looking for a job?
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> I don't know
If you're not seeking employment, can you tell us why?
<input type="checkbox"/> Disabled <input type="checkbox"/> Retired <input type="checkbox"/> Other, Please specify: _____

Recent Work History

Out of last 26 weeks (six months), how many weeks do you think you worked at least 20 hours in a single week? _____

Did your most recent job end within last six months? Yes* No Unknown

**If yes:*

Recent job end date (last date of confirmed employment) ____/____/____ (mo/day/year)
→ If participant cannot remember exact date, estimate it based on the number of weeks <u>not worked</u> (26 minus # worked).

West County Reentry Resource Center

Reason for leaving recent job *Choose best:*

Left voluntarily, to look for a better position Temporary/seasonal position ended
 Left job for other (personal) reasons Laid off (business reasons)
 Unable to adequately perform job duties Terminated for cause (disciplinary or performance reasons)
 Unable to maintain job schedule Unknown

Employer _____

Position or title _____

Job start date ___/___/_____ (mo/day/year)

Job tenure Permanent/regular (no time limit) Temporary/seasonal

Weekly hours _____ Hourly wage \$_____

Employer-sponsored health benefit Yes No Unknown

Job sector

<input type="checkbox"/> Automotive	<input type="checkbox"/> Finance/Insurance/RE	<input type="checkbox"/> Information Technology	<input type="checkbox"/> Social Services
<input type="checkbox"/> Business Services	<input type="checkbox"/> Government	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Transportation
<input type="checkbox"/> Communications	<input type="checkbox"/> Health Services	<input type="checkbox"/> Personal Services	<input type="checkbox"/> Wholesale/Retail
<input type="checkbox"/> Construction	<input type="checkbox"/> Hospitality Services	<input type="checkbox"/> Public Utilities	

9. Income and Benefits

Total household monthly income: *Total household monthly income is the total amount of money that your, your dependent children and all other adults in the household receive each month through earnings (report gross ['pre-tax'] amount), workers comp, unemployment, any form of public assistance, or other sources.*

Household income: \$ _____ No income at all I don't know

Personal monthly income

Personal monthly income *is the amount you have received directly; check all sources and identify amounts by source:*

<input type="checkbox"/> Employment \$ _____	<input type="checkbox"/> Unemployment Insurance (UI) \$ _____	<input type="checkbox"/> Workers Compensation (WC) \$ _____
<input type="checkbox"/> Food Stamps (SNAP) \$ _____	<input type="checkbox"/> General Assistance (GA) \$ _____	<input type="checkbox"/> TANF/CalWORKs \$ _____
<input type="checkbox"/> Supplemental Security Income (SSI) \$ _____	<input type="checkbox"/> Social Security Disability Income (SSDI) \$ _____	
<input type="checkbox"/> Veteran's Disability \$ _____	<input type="checkbox"/> State Disability Insurance (SDI) \$ _____	<input type="checkbox"/> Private disability insurance \$ _____
<input type="checkbox"/> Veteran's Pension \$ _____	<input type="checkbox"/> Other public/private pension \$ _____	<input type="checkbox"/> Social Security Retirement \$ _____
<input type="checkbox"/> Child Support \$ _____	<input type="checkbox"/> Spousal Support/Alimony \$ _____	<input type="checkbox"/> Other (specify below)* \$ _____

*Specify other source(s): _____

Other household member(s) monthly income: *Other household member(s) monthly income is the amount received by all other household members; check all sources and identify amounts by source:*

West County Reentry Resource Center

<input type="checkbox"/> Employment \$ _____	<input type="checkbox"/> Unemployment Insurance (UI) \$ _____	<input type="checkbox"/> Workers Compensation (WC) \$ _____
<input type="checkbox"/> Food Stamps (SNAP) \$ _____	<input type="checkbox"/> General Assistance (GA) \$ _____	<input type="checkbox"/> TANF/CalWORKs \$ _____
<input type="checkbox"/> Supplemental Security Income (SSI) \$ _____	<input type="checkbox"/> Social Security Disability Income (SSDI) \$ _____	
<input type="checkbox"/> Veteran's Disability \$ _____	<input type="checkbox"/> State Disability Insurance (SDI) \$ _____	<input type="checkbox"/> Private disability insurance \$ _____
<input type="checkbox"/> Veteran's Pension \$ _____	<input type="checkbox"/> Other public/private pension \$ _____	<input type="checkbox"/> Social Security Retirement \$ _____
<input type="checkbox"/> Child Support \$ _____	<input type="checkbox"/> Spousal Support/Alimony \$ _____	<input type="checkbox"/> Other (specify below)* \$ _____
*Specify other source(s): _____		

Does anyone in your house receive non-cash benefits?

Yes* No I don't know

*If yes:

<input type="checkbox"/> CalWORKs Child Care	<input type="checkbox"/> Supplemental Nutrition (WIC)
<input type="checkbox"/> CalWORKs Transportation	<input type="checkbox"/> Food Bank
<input type="checkbox"/> Other CalWORKs Support	
<input type="checkbox"/> Other (specify): _____	

Do you have health insurance coverage?

Yes* No** I don't know

*If yes:

<input type="checkbox"/> MediCal	<input type="checkbox"/> County Basic Adult Care	<input type="checkbox"/> VA Medical Services	<input type="checkbox"/> Employer-sponsored plan
<input type="checkbox"/> Medicare	<input type="checkbox"/> Healthy Families (if child)	<input type="checkbox"/> VA Psychiatric Services	<input type="checkbox"/> Any self-paid COBRA plan
<input type="checkbox"/> Other (specify): _____			

**If no:

Have you applied for insurance through Covered California or expanded Medicare?

Yes* No** I don't know

If yes, where/how did you apply? _____

If yes, what is the status of your application? _____

10. Housing

Living Situation

Choose the best description of where you're living right now. Where did you spend last night?

- House, condo or other unit that I **own**; my name is on the deed to the house.
- A house, apartment, room or other living unit that I **rent**; my name is on the lease.

West County Reentry Resource Center

- Staying with family (paying no rent) Staying with family (to whom I pay rent)
 Staying with friend (paying no rent) Staying with friend (to whom I pay rent)
 Supported Housing Program* Emergency Shelter (or motel with voucher)*
 Psychiatric hospital or facility* AOD Treatment or detox facility*
 Hospital (non-psychiatric)* Correctional facility (jail, prison or juvenile detention)*
 Any place not meant for habitation (vehicle, garage, abandoned building, transit station, outside...)
 Other (specify): _____

*Housing program, shelter or facility name: _____

How long have you been living in this way?

- 1 week or less More than 1 week, less than 1 month More than 1 month, less than 3 months
 More than 3 months, less than 1 year 1 year or longer Unknown

Are you a victim of domestic/relationship violence?

- Yes* No Unknown

*If yes:

Most recent experience of domestic violence

- Within last 3 months 3 to 6 months ago 6 to 12 months ago
 More than 12 months ago Unknown

How long is your current housing supposed to last?

- Permanent (no time limit, unless evicted)... Temporary (shelter, facility or time-limited with family/friends)...
 Transitional (time-limited "program")... N/A (for any place not meant for habitation)

...if Permanent or Transitional tenure:

Monthly rent amount: \$ _____

Receiving any housing subsidy: Yes* No Unknown

- *If yes: VASH Section 8 Housing Authority
 Shelter Plus Care (SPC) SRO Mod Rehab Other SHP (specify): _____

Are you facing discharge, eviction or required to leave? Yes* No Unknown

*If yes: "Must leave" date: ___/___/___ (mo/day/year)

...if Temporary tenure:

West County Reentry Resource Center

Temporary means time-limited (!):

Expected discharge date or limit to stay: ___/___/____ (mo/day)

Living Situation prior to this

Emergency Shelter Any place not meant for habitation ANY OTHER Living Situation*

*If ANY OTHER: **Can you return there?** Yes No Unknown

Housing Status

Homeless* Imminently Homeless* At Risk of Homelessness In Stable Housing

<ul style="list-style-type: none"> Supported Housing with Transitional tenure Emergency Shelter Any place not meant for habitation 	<p>Any Living Situation where participant</p> <ul style="list-style-type: none"> must leave within one week (eviction, discharge or limit to stay) cannot return to prior situation (if in Temporary) does not have resources to secure housing 	<p>Any time-limited Living Situation (eviction, discharge or limit to stay), where participant does not meet criteria for Homeless or Imminently homeless, e.g.</p> <ul style="list-style-type: none"> staying with family temporarily but indefinitely discharge from facility in one month 	<p>Any Living Situation with Permanent tenure <u>and</u> with no pending eviction or other requirement to leave.</p>
---	---	--	--

*If Homeless or Imminently Homeless:

How many separate times have you been homeless in past 3 years?

Only this time 2-3 times, including this one 4 or more times, including this one Unknown

Eligibility verification must be filed for enrollment into HUD-funded programs:

Verification filed? <input type="checkbox"/> No <input type="checkbox"/> Yes*	*If yes, date verified: ___/___/____ <small>(mo/day/year)</small>
---	--

Last Permanent Residence

Enter the ZIP code of the last place where you lived for 90 days (3 months) or more. Circle city name (if Contra Costa) or county name (if Other) from the appropriate list:

ZIP code of Last Permanent Residence

West Contra Costa County

El Cerrito	El Sobrante	Hercules	N. Richmond	Pinole
Richmond	Rodeo	San Pablo	Unincorporated West County	

Other Contra Costa County

West County Reentry Resource Center

Alamo	Antioch	Baypoint	Bethel Island
Blackhawk	Byron	Canyon	Clayton
Clyde	Concord	Crockett	Danville
Diablo	Discovery Bay	Kensington	Knightsen
Lafayette	Martinez	Moraga	Oakley
Orinda	Pacheco	Pittsburg	Pleasant Hill
Port Costa	San Ramon	Walnut Creek	Unincorporated Contra Costa (Central/East)

Other Counties

Alameda County	Marin County	Napa County	San Francisco County
San Mateo County	Santa Clara County	Solano County	Sonoma County

Other California County _____ Other U.S. State or Territory: _____ Outside US: _____

11. Family/Household

Do you have any dependent children? *Dependent children* are children 17 years old or younger who are currently living with you full time **AND** can be claimed as dependents on your tax return or you receive some form of public assistance (TANF, SSI, Foster Care payments, etc.) for their support.

Yes* No Unknown

*If yes:

How many dependent children _____ Single parent <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
--

Do you have any non-dependent children? *Non-dependent children* are children 17 years old or younger who are not currently living with participant (even if you provide some kind of financial support).

Yes* No Unknown

*If yes:

How many non-dependent children _____

Are there any other adults in your household? *These are other adults whose income, combined with yours, supports the household AND with whom you share and intend to continue to share resources. This includes a spouse or partner who is not disabled and, if you are under 18, your parent(s)/guardian(s).*

Yes* No Unknown

*If yes:

How many other adults in household _____
<i>If any other adults in household are seeking services here, identify them to link records as a household:</i>
Name: _____ Birthdate: ____/____/____ (mo/day/year)

West County Reentry Resource Center

Relation: <input type="checkbox"/> Spouse/partner <input type="checkbox"/> Parent <input type="checkbox"/> Sister/brother <input type="checkbox"/> Adult child <input type="checkbox"/> Other (specify): _____	
Name: _____	Birthdate: ___/___/____ (mo/day/year)
Relation: <input type="checkbox"/> Spouse/partner <input type="checkbox"/> Parent <input type="checkbox"/> Sister/brother <input type="checkbox"/> Adult child <input type="checkbox"/> Other (specify): _____	

12. Parenting/Child Engagement

Have you ever fathered or given birth to a child?

- Yes* No Unknown

*If yes:

How many children have you fathered or given birth to? _____

Do you live with all of the children you fathered or have given birth to?

- Yes No Unknown

At what age did you first become a parent?

- Under 21 years old 21 years or over

Think about the last month. About how much time did you spend with your child or children per week? If you do not live with your child but you speak with him/her on the phone, please estimate the amount of time you spent talking with them on the phone.

- 0 Hours Less than 5 Hours Between 5-10 Hours Between 10-15 Hours
 Between 15-20 Hours Between 20-25 Hours More than 25 Hours

West County Reentry Resource Center

This page intentionally left blank.

West County Reentry Resource Center

Individual Development Plan

At the West County Reentry Resource Center, we want to help you identify what steps you can take to build the life you want for yourself. One of the first steps is to develop a PLAN of ACTION. The following Individual Development Plan (IDP) is designed to help you recognize your strengths, identify what motivates you, and assist you in your setting and achieving your goals.

Name: _____ Date: _____

What are the abilities, attitudes, and resources that I can use to help make changes in my life?

- _____
- _____
- _____

What are the top three reasons that I want to make changes in my life?

- _____
- _____
- _____

Setting goals is an important step to making change. Walk through this process using these questions to guide you:

Goal = What change do I need to make? (Be specific)

Steps = How will I begin to make this change happen?

Completion Date = When do I think I can complete this task?

Purpose = Why do I want to make this change?

Partner Agency/Referral Date = Center Staff will assist you with referrals to partner agencies

Staying Free		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

Education/Training		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

HOUSING		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

PUBLIC BENEFITS		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

LEGAL ISSUES		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

DOMESTIC VIOLENCE/ EMOTION REGULATION SKILLS		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

--	--

RELATIONSHIP ISSUES		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

PARENTING/ CUSTODY ISSUES		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

CHILD SUPPORT		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date

EMPLOYMENT/ INCOME		Completion Date
Goal		
Steps	1.	
	2.	
	3.	
Purpose		
Partner Agency		Referral Date