

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF BUTTE  
AND  
NEVADA COUNTY PROBATION DEPARTMENT  
FOR THE PROVISION OF MALE COMMUNITY REENTRY PROGRAM  
COORDINATION OF SERVICES  
July 1, 2020 through June 30, 2023**

This Memorandum of Understanding (MOU) is entered into July 1, 2020 by and between the COUNTY OF BUTTE, a political subdivision of the State of California, acting through the BUTTE COUNTY PROBATION DEPARTMENT, hereinafter referred to as COUNTY and/or Probation and/or Butte County Probation Department and the NEVADA COUNTY PROBATION DEPARTMENT, hereinafter referred to as NEVADA COUNTY. The purpose of this MOU is to set forth the types and terms of collaborative services for the Male Community Reentry Program (MCRP) between COUNTY and NEVADA COUNTY hereinafter referred to as "Parties" collectively or "Party" individually.

WHEREAS, COUNTY has executed a contract for the MCRP with the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), hereinafter referred to as CDCR, to provide or arrange linkage to a range of community-based, rehabilitative services that assist with substance use disorders, mental health care, employment, education, housing, family reunification, and social support; and

WHEREAS, CDCR, allows eligible inmates committed to State prison, who have approximately 180 days to 30 days prior to the Earliest Possible Release Date (EPRD), to serve the end of their sentences in the community in lieu of confinement in state prison; and

WHEREAS, COUNTY is a multi-county MCRP and agrees to provide MCRP services to participants convicted to State Prison whose County of Last Legal Residence (CLLR) was NEVADA COUNTY; and

WHEREAS, NEVADA COUNTY does not have a MCRP and is desirous of contracting with COUNTY to provide MCRP services to NEVADA COUNTY participants;

NOW THEREFORE BE IT AGREED between the parties to this MOU, that this MOU is subject to the provisions contained in the following Attachments, which are made a part of this MOU. Should there be any conflicts between this MOU and the Attachments that are incorporated herein, precedence shall first be given to the provisions of this MOU followed by the Attachments, in descending order, as indicated below:

**ATTACHMENT I – TERMS AND CONDITIONS  
EXHIBIT A – SCOPE OF SERVICES  
EXHIBIT B – BUSINESS ASSOCIATE ADDENDUM  
EXHIBIT C – MCRP POLICY & PROCEDURE MANUAL  
EXHIBIT D – ORIENTATION PROGRAM HANDBOOK**

THIS MOU and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

NEVADA COUNTY

\_\_\_\_\_  
Tamara Ingersoll, Deputy Director      DATE  
Butte County General Services

\_\_\_\_\_  
Hon. Heidi Hall      DATE  
Chair, Board of Supervisors

REVIEWED FOR CONTRACT POLICY  
COMPLIANCE  
General Services Contracts Division

REVIEWED AS TO FORM  
Kit Elliott  
Nevada County Counsel

\_\_\_\_\_  
By      DATE

\_\_\_\_\_  
By      DATE

REVIEWED AS TO FORM  
BRUCE S. ALPERT  
Butte County Counsel

\_\_\_\_\_  
By      DATE

\_\_\_\_\_  
Wayne Barley, Chief Probation Officer      DATE  
Butte County Probation Department

**ATTACHMENT I  
TERMS AND CONDITIONS**

**1. SCOPE OF SERVICES**

COUNTY shall provide services in the manner described in **Exhibit A, SCOPE OF SERVICES**, which is attached hereto and incorporated herein.

**2. REIMBURSEMENT**

The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by either Party, one to the other.

**3. COUNTY PROJECT MANAGER**

COUNTY project manager or designee for this undertaking who will receive notices and answer questions related to the coordination of this undertaking is identified below in **Exhibit A, SCOPE OF SERVICES**.

**4. INDEPENDENT CONTRACTOR**

In performance of the work, duties and obligations assumed by each Party under this MOU, it is mutually understood and agreed by each Party, including any and all of each Party's officers, agents, and employees will at all times be acting and performing in an independent capacity and not as an Officer, agent, servant, employee, joint venture, partner, or associate of one another. Furthermore, each Party shall have no right to control or supervise or direct the manner or method by which the other Party shall perform its work and function. Each of the Parties shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU. Each of the Parties shall have absolutely no right to employment rights and benefits available to the other Party employees. Each Party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally- required employee benefits. In addition, each Party shall be solely responsible and hold the other Party harmless from all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, each Party may be providing services to others unrelated to the other party, or to this MOU.

**5. CONFIDENTIALITY AND OWNERSHIP**

COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for COUNTY by NEVADA COUNTY, and NEVADA COUNTY shall not disclose any information, whether developed by NEVADA COUNTY or given to NEVADA COUNTY by COUNTY. NEVADA COUNTY will be provided documents needed for reporting purposes.

**6. TERMINATION**

Non-Allocation of Funds: The terms of this MOU, and the services to be provided, are contingent on the approval of funds by CDCR. Should sufficient funds not be allocated, the services provided may be modified by a written agreement of duly authorized representatives of the Parties, or this MOU terminated at any time by giving thirty (30) days advanced written notice.

CDCR Contract: If the Agreement between COUNTY and CDCR terminates, mentioned here for reference purposes only, this MOU will terminate simultaneously.

Without Cause: Under circumstances other than those set forth above, this MOU may be terminated by either party, with or without cause, upon thirty (30) days prior written notice being given by one to the other.

For Cause: A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County either party may elect to terminate this contract, or both, without notice.

**7. MUTUAL INDEMNIFICATION**

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and hold harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, each Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

**8. INSURANCE REQUIREMENTS**

NEVADA COUNTY shall procure and maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by NEVADA COUNTY, NEVADA COUNTY's agents, representatives, employees and subcontractors. At the very least, NEVADA COUNTY shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described below:

Nevada County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under Nevada County's participation in the CSAC Excess Insurance Authority.

**9. CHANGES TO THE CONTRACT**

This MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 30 business days' notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or CDCR Agreement shall take effect immediately. Amendments to this MOU may be subject to

review and/or approval by State or local agencies, including, but not limited to, COUNTY and/or NEVADA COUNTY.

**10. TERMINATION FOR EXCEEDING MAXIMUM TERM**

MOUs exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this MOU was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this MOU shall automatically terminate on the date that the term exceeds three years. Amendments to this MOU, or new MOUs for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

**11. COMPLIANCE WITH LAWS**

NEVADA COUNTY shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

**12. APPLICABLE LAW AND FORUM**

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Butte.

**13. CONTRADICTIONS IN TERMS AND CONDITIONS**

In the event of any contradictions in the terms and/or conditions of this MOU, these **Attachment I TERMS AND CONDITIONS** shall prevail.

**14. NON-DISCRIMINATION**

During the performance of this MOU, no Party shall unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

**15. RECORDS, AUDITS AND INSPECTIONS**

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

**EXHIBIT A  
SCOPE OF SERVICES**

**1. SERVICE LOCATIONS**

- A. The MCRP programming and rehabilitative services will be provided at the Probation and Community Services office located at 42 County Center Drive, Oroville, CA 95965 and Tri County Treatment (Facility) located at 2740 Oro Dam Blvd. East in Oroville, CA 95966.
- B. The Facility is a Department of Health Care Services licensed Alcohol or Other Drug Treatment with 24 hour supervision. Participants will reside at the Facility.

**2. SERVICE PERFORMANCE MONITOR**

<b>Name and Title:</b>	Dave Mallory, Supervising Probation Officer
<b>Organization:</b>	Butte County Probation Department
<b>Street Address:</b>	42 County Center Drive
<b>City and Zip Code:</b>	Oroville, CA 95965
<b>Phone:</b>	530.538.7661
<b>Email:</b>	<a href="mailto:dmallory@buttecounty.net">dmallory@buttecounty.net</a>

**3. SERVICES TO BE PROVIDED**

The COUNTY shall provide or arrange linkage to a range of community-based, rehabilitative services that assist with substance use disorders, mental health care, employment, education, housing, family reunification, and social support. The MCRP is designed to help participants successfully re-enter the community from prison and reduce recidivism.

**4. TARGET POPULATION**

- A. Eligible inmates (determined by CDCR), who are committed to State prison and have approximately 180 days to 30 days prior to the Earliest Possible Release Date (EPRD), shall be allowed to serve the end of their sentences in the community in lieu of confinement in state prison.
- B. CDCR reserves the right to increase the MCRP participant's maximum number of days (up to one year) left to serve.
- C. Ineligibility criteria are as follows:
  - 1. An inmate whose County of Last Legal Residence (CLLR) does not have a MCRP or is not served by a multi-county MCRP. An inmate approved for a transfer of supervision to a county which is served by a MCRP is eligible;
  - 2. Has a PC Section 290 registration requirement, an R suffix, or current or prior conviction for a sexually violent offense as defined in subdivision (B) of the Welfare and Institutions Code Section 6600;

3. California Static Risk Assessment score of five (high violence);
4. Has an escape history within the last five years, or mandatory minimum placement score (MMPS) noted for Escape;
5. Has an active or potential felony hold, warrant, or detainer;
6. Has in-custody misconduct (Division A-C offenses) within the last 12 calendar months, except physical possession of alcohol and possession of drugs (Trafficking offenses remain exclusionary);
7. Has been released from Security Housing Unit/Psychiatric Security Unit (SHU/PSU) within the last 12 calendar months;
8. Validated Security Threat Group I (STG I) pursuant to California Code of Regulations;
9. Title 15 Subsection 3378(c)

## **5. TERM OF AGREEMENT**

This MOU shall remain in full force and effect from July 1, 2020 through June 30, 2023. Upon expiration of the initial term, COUNTY and NEVADA COUNTY may extend the term by a written and fully executed amendment to this MOU.

## **6. MCRP ELIGIBILITY**

The MCRP is a voluntary program for Male inmates. Inmates determined eligible for placement will be reviewed by the Institutional Classification Committee and, if approved for placement, referred to the Classification Staff Representative for endorsement. All participants are subjected to mandatory electronic monitoring and must agree to the monitoring as a condition of placement. Inmates determined eligible for placement will be reviewed by the Institutional Classification Committee and, if approved for placement, referred to the Classification Staff Representative for endorsement.

## **7. DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY will provide MCRP services and administer the operation of the MCRP to participants as detailed in **EXHIBIT C, MCRP POLICY & PROCEDURE MANUAL**. The MCRP POLICY & PROCEDURE MANUAL may be subject to change which shall not require a written amendment to this MOU. COUNTY shall provide NEVADA COUNTY with any MCRP POLICY & PROCEDURE MANUAL updates within 30 days of revision date.
- B. COUNTY will provide participants with the ORIENTATION PROGRAM HANDBOOK to use as a quick reference guide to assist participant in becoming familiar with rules, expectations and obligations of participation in the MCRP, as detailed in **EXHIBIT D, ORIENTATION PROGRAM**

**HANDBOOK.** COUNTY shall provide NEVADA COUNTY with any ORIENTATION PROGRAM HANDBOOK updates within 30 days of revision date.

- C. COUNTY will provide a Licensed Residential Alcohol and Drug Abuse Recovery and Treatment Facility to house MCRP participants. COUNTY reserves the right to fill beds with NEVADA COUNTY participants that are not filled by COUNTY, CITY, and/or CDCR entities' participants. Programming and housing for non-COUNTY participants will be the same as the COUNTY participants. COUNTY may accommodate up to twenty (20) participants at any given time.
- D. COUNTY will maintain participants' records/files and forward the records/files to the appropriate institution, parole or probation office upon transfer/parole/discharge.
- E. COUNTY will adhere to the Agreement between COUNTY and CDCR, mentioned here for reference purposes only. COUNTY will provide a copy of Agreement upon request to NEVADA COUNTY.

**8. DUTIES AND RESPONSIBILITIES OF NEVADA COUNTY**

- A. NEVADA COUNTY shall provide participant documentation to COUNTY upon approval by CDCR to enter into the MCRP.
- B. NEVADA COUNTY shall meet with participants within two weeks of their arrival at the MCRP Facility.
- C. NEVADA COUNTY shall collaborate with COUNTY to implement the MCRP to participants originating in NEVADA COUNTY.
- D. NEVADA COUNTY shall have staff readily available to COUNTY for related service provision through telephone calls, monthly meetings, and/or response to calls for coordination of participant services.
- E. NEVADA COUNTY Probation Officer assigned to the participants shall work with the COUNTY staff, treatment staff, and/or CDCR staff to develop a continuum of care plan.
- F. NEVADA COUNTY shall meet with participants to develop a post program employment and housing plan prior to the MCRP completion date.
- G. NEVADA COUNTY shall help participants transition to NEVADA COUNTY Behavioral Health Department and/or the Department of Social Services for necessary services to allow for a continuum of care.
- H. NEVADA COUNTY shall transport participant back to the CLLR upon parole date. COUNTY will not be responsible for any travel expenses.



## 9. **NOTICES**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

COUNTY: PROGRAM  
LIAISONS

Wayne Barley, Chief Probation Officer  
42 County Center Drive  
Oroville, CA 95965 Phone: 530.538.7661  
[wbarley@buttecounty.net](mailto:wbarley@buttecounty.net) Fax: 530.538.6826

Dwayne Martin, Assistant Chief Probation Officer  
42 County Center Drive  
Oroville, CA 95965 Phone: 530.538.7661  
[djmartin@buttecounty.net](mailto:djmartin@buttecounty.net) Fax: 530.538.6826

Dave Mallory, Supervising Probation Officer  
42 County Center Drive  
Oroville, CA 95965 Phone: 530.538.7661  
[dmallory@buttecounty.net](mailto:dmallory@buttecounty.net) Fax: 530.538.6826

FISCAL  
LIAISONS

Shawnie Hurte, Administrative Analyst, Supervisor  
42 County Center Drive  
Oroville, CA 95965 Phone: 530.552.4399  
[shurte@buttecounty.net](mailto:shurte@buttecounty.net) Fax: 530.538.6826

Amber Brousseau, Administrative Analyst  
42 County Center Drive  
Oroville, CA 95965 Phone: 530.552.4386  
[abrousseau@buttecounty.net](mailto:abrousseau@buttecounty.net) Fax: 530.538.6826

NEVADA COUNTY:  
PROGRAM  
LIAISONS

Michael Ertola, Chief Probation Officer  
109 ½ North Pine Street  
Nevada City, CA 95959 Phone: 530.265.1209  
[Michael.Ertola@co.nevada.ca.us](mailto:Michael.Ertola@co.nevada.ca.us) Fax: 530.265.6293

Steve Sinclair, Program Manager- Adult  
109 ½ North Pine Street  
Nevada City, CA 95959 Phone: 530.265.1415  
[Steven.Sinclair@co.nevada.ca.us](mailto:Steven.Sinclair@co.nevada.ca.us) Fax: 530.265.6293

FISCAL  
LIAISONS

Angie Coffey, Administrative Svcs. Officer  
109 ½ North Pine Street  
Nevada City, CA 95959 Phone: 530.265.1548  
[Angelina.Coffey@co.nevada.ca.us](mailto:Angelina.Coffey@co.nevada.ca.us) Fax: 530.265.6293

**EXHIBIT B  
COUNTY OF BUTTE  
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between **COUNTY**, a covered entity and NEVADA COUNTY, a BUSINESS ASSOCIATE, and is effective as of the date of the Contract.

**RECITALS**

- A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services (“HIPAA Regulations”) and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY 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 (“CFR”) and continued in this Addendum.

**Definitions**

(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractors, Unsecured Protected Health Information, and Use.

(b) Business Associate. “BUSINESS ASSOCIATE” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean NEVADA COUNTY.

(c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the COUNTY.

(d) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**Obligations and Activities of Business Associate**

BUSINESS ASSOCIATE agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;

(c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE'S breach of COUNTY's unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative consequences of BUSINESS ASSOCIATE'S breach of COUNTY'S unsecured protected health information. BUSINESS ASSOCIATE is to contact Shawnie Hurte at 530.552.4399 regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE'S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE'S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE'S officers, agents and employees, which results in a breach of COUNTY's unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractor that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY'S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.528;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Permitted Uses and Disclosures by Business Associate**

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY'S minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

#### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY'S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

#### **Permissible Requests by Covered Entity**

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

#### **Term and Termination**

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.

(c) Obligations of Business Associate Upon Termination.

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the

BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:

1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;
5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and
6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE'S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

### **Miscellaneous**

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

**County of Butte– Covered Entity**

**NEVADA COUNTY– Business Associate**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Wayne Barley

Name: Michael Ertola

Title: Chief Probation Officer

Title: Chief Probation Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT C  
MCRP POLICY & PROCEDURE MANUAL

# Butte County Probation Department

## Male Community Reentry Program Policy & Procedure Manual

October 2016



## 1. **PURPOSE:**

- A. The purpose of this document is to establish a written policy and procedure manual for the Butte County Male Community Reentry Program (MCRP).

## 2. **BACKGROUND:**

- A. The MCRP is a collaborative effort between the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP) and the Butte County Probation Department (Probation). The MCRP provides and/or arranges linkage to a range of community-based rehabilitative services that assist with substance use disorders, mental health care, medical care, employment, education, housing, family reunification, and social support. The MCRP is designed to help felony offenders successfully reintegrate into the community from prison and reduce recidivism.
- B. The MCRP allows eligible inmates (participants) committed to State prison to serve the end of their sentences at a Department of Health Care Services licensed Alcohol or Other Drug Treatment Facility with 24 hour supervision. Probation has contracted with Tri County Treatment (Treatment) to provide such services located at 2740 Oro Dam Blvd. East, Oroville, CA 95966.
- C. The MCRP programming and rehabilitative services will be provided at the Probation and Community Services office located at 1370 Ridgewood Drive, Suite 22 in Chico, CA 95928 and Tri County Treatment Facility (facility). The facility accommodates up to twenty (20) participants.
- D. CDCR reserves the right to make the final decision regarding MCRP placements and retains the right to remove participants from the MCRP at any time.

## 3. **POLICIES AND PROCEDURES:**

- A. Probation will follow and adhere to all CDCR's rules and policies, including the California Code of Regulations (CCR), Title 15, Division 3, which may be found at <http://www.oal.ca.gov/ccr.htm>
- B. Probation recognizes that the majority of inmates incarcerated will be released into the community either on parole, probation or by discharge. In order to increase the potential for successful reintegration into the community, it is beneficial for inmates to be provided with certain programming and information.
- C. Probation developed and implemented the MCRP for inmates who will be released into the community. The MCRP provides participants with an opportunity to have their release needs identified and considered. Probation and Treatment staff utilize all available resources to accomplish this goal.
- D. The MCRP focuses on providing community-based programming relative to the participants' criminogenic needs as identified through Probation's Assessment and case planning tool provided by Noble Software Group. Programming will be provided by Probation staff, Treatment staff, and referrals to community-based organizations for services. Time spent in the MCRP prior to parole shall serve as a period of transition and reintegration from State prison to the community.



- E. Reasonable accommodations for participants with disabilities, in accordance with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. Section 12131 shall be provided.
- F. Probation shall provide a drug-free work environment for the safekeeping, care, and programming needs of participants. All participants are required to participate in random breathalyzer and/or urinalysis testing for alcohol and drugs at least once a week.
- G. Probation may accept participants under the jurisdiction of other Counties into the MCRP provided beds are available. Participants from Butte County will receive priority consideration for acceptance in the MCRP. Programming and community-based referrals are all based on participants' Individual Reintegration Plan (IRP).
- H. Direct supervision and work performance evaluations of immediate family members is prohibited. Exceptions to this policy shall require written approval of the CDCR, Deputy Director of DRP or designee.
- I. Pursuant to Title 15, CCR, Section 3400, employees are prohibited from fraternizing with participants and their families.
- J. Probation will maintain any and all participants' funds (including, but not limited to, Inmate trust Fund, Inmate Welfare Fund, and restitution). Probation shall not intermingle participants' funds with Probation funds.
- K. In conjunction with CDCR'S "No Hostage" policy, Probation does not recognize hostages for bargaining purposes. Participants, visitors, and employees shall be made aware of this "No Hostage" policy (for further details please refer to §5054 and §5058 PC; and CCR, Title 15, Section 3304).
- L. MCRP Eligibility
  1. Participants must participate voluntarily in the MCRP and adhere to the rules as specified in the Orientation Program Handbook.
  2. Inmates determined eligible for placement will be reviewed by the Institutional Classification Committee and, if approved for placement, referred to the Classification Staff Representative for endorsement. All participants are subjected to mandatory electronic monitoring and must agree to the monitoring as a condition of placement.
- M. Pre-Release/Arrival
  1. Prior to the participants' arrival at the MCRP, a completed packet, CDCR form 2234, and CDCR for 611-A will be provided to Probation staff.
  2. Probation staff shall ensure that a Grant of Probation, containing all appropriate information, as well as a photo of the participant (if available), has been created in Probation's Case Management System.
  3. Probation staff shall create a field file, containing all documents, including any required registration forms (i.e., H&S 11590). All files will be located in a locked, secured area to prevent any unauthorized access. All field files will be kept by Probation for a minimum of three (3) years following a participant's completion of the MCRP.

Participants' files will include, but not be limited to, all of the following:

- a) Participant's full name and CDCR number
  - b) Intake forms and admission agreements and/or documents
  - c) CDCR Form 128, Classification Chrono (Referral to MCRP)
  - d) Copy of State ID Card
  - e) Health questionnaires
  - f) All assessments (e.g. Correctional Offender Management and Profiling Alternative Sanctions (COMPAS) or a secondary method)
  - g) Program orientation checklists
  - h) Participant's signed disclosure and authorization forms
  - i) Participant's service and/or programming agreements
  - j) IRPs and current progress notes
  - k) Counseling forms and supporting documents
  - l) Participant's programming and service attendance records
  - m) Service and/or treatment (medical/mental health) referrals
  - n) Job development and family relationships forms/documents
  - o) Alcohol and/or drug testing dates, and results
  - p) Disciplinary and adverse action documents
  - q) Emergency release and notifications
  - r) Reasonable accommodation documents/forms
  - s) Discharge summary and/or exit plans
4. All medical records and concerns will be documented and kept in the participant's field file.
  5. The Supervising Probation Officer (SPO) or designee will assign participants to a Probation Officer for supervision.
  6. Probation staff will obtain essential clothing and other hygiene items (i.e. toothbrush, toothpaste, deodorant, shampoo) for participants.
  7. Participants will be assigned to a room at the facility.

#### N. Participant Arrival at the MCRP

1. All participants will be transported directly to the facility by the State Transportation Unit (STU). Within forty eight (48) hours of a participant's arrival at the facility, the Probation Officer will conduct a comprehensive interview with participants and complete the following:
  - a) Document and provide any special accommodations needed by participants, pursuant to the Americans with Disabilities Act (ADA).

- b) Review MCRP rules, requirements, evidence-based programming, job training programs, sick call procedures, general conditions and special conditions of release. Upon completion of review, participants will sign and date a copy of the general conditions and special conditions of release. One copy will be placed into their field file and one copy will be provided to the participant.
- c) Participants will be provided a Program Orientation Handbook.
- d) Static Risk Assessment will be completed and reviewed with the participant, then placed in the participant's field file.
- e) Provide/arrange linkage to mental health and/or medical care services.
- f) Within fifteen (15) days of arrival, an Offender Needs Assessment (ONA) will be completed and reviewed with the participant.
- g) Within thirty (30) days of arrival, an Individualized Reintegration Plan (IRP) and case plan will be developed collaboratively by the participant, CDCR staff, Treatment staff and Probation staff (MCRP staff). The IRP will set realistic, short term goals for addressing the participant's primary criminogenic needs.

#### O. Supervision Requirements

- 1. Upon arrival, all participants will be placed on Electronic In-Home Detention (EID) [Global Positioning System monitoring] and be monitored by CDCR staff per CDCR Policy (15-14). Under no circumstances shall a participant be without electronic monitoring beyond the first business day after arrival at the facility.
- 2. All participants will be required to live on-site at the facility. No participant shall leave the facility without first obtaining written permission from MCRP staff.

#### P. Staffing Security Clearance

- 1. Probation staff will undergo and successfully complete a thorough security clearance prior to having any contact with participants. This security clearance will include a Live Scan background check and criminal records check which will be documented in each employee's personnel file.
- 2. All Treatment staff, volunteers and any individuals who will be in regular contact with the participants will complete a security clearance, which shall include a Live Scan check through the CDCR Division of Rehabilitative Programs (DRP), and shall receive Provisional Clearance prior to having contact with participants. Each applicant will complete a CDCR Office of Peace Officer Selection (OPOS) form 8016 and fax/email it to OPOS in order to obtain a Provisional Clearance.
- 3. The Live Scan background check shall be conducted only at a location approved by the Department of Justice (DOJ). Results of the Live Scan check will be submitted to the DRP by the DOJ. The DRP will perform a review of the Live Scan results to ensure all employees and potential employees meet all mandates and requirements. The DRP reserves the right to approve or deny all security clearances, as well as remove or terminate clearances.
- 4. Any employee or potential employee who is not granted clearance will not be allowed

to work with the participants until he or she is granted clearance.

5. The facility will not employ anyone who is currently on parole, probation or any other structured supervision for criminal behavior. The facility will only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation.

#### Q. Professional Behavior

1. MCRP staff, including volunteers and private contractors are expected to act, at all times, in a professional manner. Examples of professional behavior include:
  - a) Respectful treatment of all staff and participants
  - b) Reserving judgement of others
  - c) Practicing active listening and open mindedness
  - d) Avoiding the use of offensive or "off color" language
  - e) Assuming responsibility for personal behavior and choices

#### R. Probation Staff Requirements

1. All participant encounters, progress, and documentation shall be entered in Probation's Case Management System and ARMS as required.
2. Probation staff shall observe and meet with each participant a minimum of three (3) times per week.
3. Participants shall be required to engage in appropriate evidence-based and cognitive behavior programming. Probation staff shall evaluate and assign appropriate programs to each participant and will monitor and document each participant's progress in his assigned programs. Probation staff may be called upon to provide transportation to required programs as needed.
4. Probation Officers shall monitor and document each participant's progress in required substance abuse counseling provided by Treatment.
5. Probation staff shall review each assigned participant's IRP, update his ONA and monitor his progress in the MCRP. Probation staff shall meet with each participant to discuss his progress and review his IRP.
6. MCRP staff shall meet a minimum of once per week to review each assigned participant's progress and to discuss any desired changes in his program and shall document the meeting.
7. Probation staff shall properly document all drug testing results and any positive results shall be reported.
8. Probation staff shall conduct random searches of participants, their belongings and living quarters. All searches shall be documented. Any contraband or illegal items shall be collected and booked into Probation's evidence system. Any new law

violations will be documented in an Investigative Report and any technical violations will be documented in an Incident Report.

9. All violations of the MCRP rules will be investigated, documented and forwarded to the CDCR CCIII for evaluation.
10. Probation staff shall provide MCRP security when necessary.
11. In the event of an escape, Probation staff shall make every attempt to locate the escapee and place him into custody. Probation staff will work with CDCR and Treatment staff to conduct a comprehensive investigation into the event. Upon conclusion of the investigation, an Incident Report will be completed and submitted to the SPO in a timely manner.
12. MCRP staff shall develop relationships and maintain communication with each other, as well as community stake holders. Probation staff shall continue to contact, develop and expand new community programming resources.
13. Probation staff shall help provide a “seamless” transition from the MCRP to State Parole or Post Release Community Supervision (PRCS) upon each participant’s completion of the MCRP.
14. Upon completion of the MCRP, Probation staff will issue a discharge summary, outlining the participant’s progress in the MCRP and recommended continuum of care upon release to State Parole or PRCS.
15. Other duties as assigned.

#### S. Supervising Probation Officer Requirements

1. The SPO is responsible for the overall operation of the facility and will perform the following duties to include, but not be limited to, the following:
  - a) Provide direct supervision to all Probation staff assigned to the MCRP.
  - b) Oversee and direct Treatment staff in their duties within the MCRP.
  - c) Ensure the implementation of MCRP services and activities. Ensure the efficient operation of the facility.
  - d) Ensure the MCRP operates within policy and procedure. In the event of allegations of staff misconduct, facility disturbances, safety and or security incidents, the SPO or designee will conduct an investigation into the event and provide CDCR with ongoing and final, oral and written status reports as requested.
  - e) Monitor and ensure MCRP compliance with Treatment and CDCR Agreements.
  - f) Contact and inform the designated CDCR staff of any reportable incidents which have occurred within the MCRP. Provide proper documentation of such events upon request.
  - g) Ensure compliance with all applicable laws, rules and regulations regarding

confidentiality or participant records and information.

- h) In the event of an escape the SPO will work directly with CDCR staff to ensure that every attempt to locate the escapee and place him back into custody has been made. The SPO will ensure that a comprehensive investigation into the event is conducted and that a written Incident Report is completed in a timely manner. The SPO will submit any written documentation concerning the event to CDCR staff upon request.
- i) The SPO is the primary liaison for both Treatment and CDCR staff. It is the SPO's responsibility to expand and continue relationships with both CDCR and treatment staff, as well as community stake holders. The SPO will continue to contact, develop and expand new community programming resources.
- j) Other duties as assigned.

#### T. CDCR and Parole Unit Support Staff Requirements

1. All procedures and responsibilities of CDCR and DAPO support staff are documented in CDCR Policy (15-14). Please refer to this policy for further details.

#### U. Treatment Requirements

1. Treatment will follow and adhere to all rules and policies set forth by Probation as well as all CDCR rules and policies including the California Code of Regulations (CCR), Title 15, Division 3.
2. Treatment will maintain and have posted a current Department of Health Care Services (DHCS) Residential Treatment Facility License.
3. Treatment will maintain and make available, at all times, an approved Conditional Use Permit (CUP) and zoning letter.
4. Treatment shall provide, upon request, a current Standard (STD) 850, Fire Safety Inspection Request.
5. Treatment will provide 24 hour supervised housing and sustenance, seven days a week (including weekends and holidays), to all participants as directed by CDCR and Probation.
6. Treatment dining room and food service area will be fully furnished and meet all applicable health and sanitation code standards. Daily, documented inspections of the kitchen, dining room and food storage area will be conducted to ensure all food service equipment, furnishings, utilities, staff and participant practices are maintained in a safe and hygienic manner.
7. Treatment will ensure proper daily meal planning and maintain the appropriate quantities of sustenance within the kitchen area. Treatment will ensure that all participants are provided with appropriate levels of healthy sustenance each day.
8. In collaboration and conjunction with CDCR and Probation staff, Treatment will conduct (positive) participant counts a minimum of every six (6) hours to ensure the location of all participants throughout each calendar day. At least one count shall be

a negative count which accounts for all assigned and unassigned participant beds. These counts will be documented in the daily log. Any irreconcilable count discrepancy (ies) will be reported immediately to CDCR and Probation staff.

9. Treatment will provide on-site substance use and disorder counseling to all participants.
10. Treatment will maintain and dispense all medications as directed.
11. Treatment will work collaboratively with both CDCR and Probation staff and participate in weekly meetings to discuss each participant and make appropriate recommendations concerning his progress in the MCRP. Treatment will help to ensure the proper transition and a continuum of care for each participant as he transitions from the MCRP to either State Parole or PRCS.

## V. MCRP

1. Each participant will be assessed and will be required to participate in an individualized daily program regiment which may include, but not be limited to, the following:
  - a) Step I: Indoctrination/Orientation
    - Review MCRP rules, requirements, evidence-based programming, job training programs, sick call procedures, general conditions and special conditions of release. Upon completion of review, participants will sign and date a copy of the general conditions and special conditions of release. One copy will be placed into their field files and one copy will be provided to the participants.
    - Ensure linkage to mental health and medical care services. Ensure participants have medical coverage (i3e. Affordable Care Act, Medi-Cal).
    - Review Static Risk Assessment with the participants.
    - Probation staff will complete an Offender Needs Assessment (ONA) and review it with the participants.
    - Assess documentation needs of the participant (i.e. DMV, SS card, Selective Service card, birth certificates) and help him to obtain the necessary documents.
    - Each participant will have an initial assessment and interview with Butte County Behavioral Health (BCBH) and the Department of Employment and Social Services (DESS).
    - Complete an Individualized Reintegration Plan (IRP) and a Case Plan to assign goals to the participants.
    - Assign and enroll the participants in appropriate evidence-based and cognitive behavioral programs.
    - Meet with the participants and assess their future goals and expectations.

- The participants should be enrolled, and participate in, the Courage for Change Journaling program.
- The participants shall be enrolled, and participate in on-site substance use and disorder counseling.
- During this step the participants will not be allowed to leave the facility without direct staff supervision.
- The participants will be assigned a program mentor (if available).
- Upon completion of step I, participants will move to step II.

b) Step II: Programming

- Participants will engage in appropriate evidence-based and cognitive behavioral programs such as Courage for Change Journaling and Moral Reconciliation Therapy.
- Participants will complete a Job Readiness Program as well as learn how to budget money and learn to live within their means.
- If appropriate, participants will enroll in, and complete, a computer literacy class.
- If appropriate, participants will enroll in general education degree, adult education, vocational training, and/or higher degree programs.
- If appropriate, participants will enroll in Anger Management, Domestic Violence, Parenting Education, and/or Strengthening Family programs.
- Participants will continue with previously established programming.
- Participants will engage in supervised community service (if available).
- Steps II and III will typically overlap.

c) Step III: Community Reintegration

- Participants will conduct Job Searches.
- Participants will engage in appropriate vocational trainings or internships.
- Participants will enroll in and attend school as appropriate.
- Participants will attempt to obtain employment.
- Participants will continue with appropriate programming.
- Participants will continue with supervised community service (if available).



- Participants will search for and attempt to secure appropriate independent community living arrangements for after completion of the MCRP.
- When appropriate, participants will be encouraged to mentor new participants.
- Staff will complete an exit plan and review it with participant prior to his completion of the MCRP.

d) MCRP Return Process-Return to Institution

- Section §5054.1 PC shall be used when arresting or placing a hold on a MCRP participant or in the event of an escapee's return to custody.
- All Misconduct Returns or Voluntary Returns to an institution will be conducted and documented pursuant to CDCR Policy (15-14).
- In the event of an escape, the SPO and CDCR CCIII will be notified immediately. Escape procedures will be initiated pursuant to CDCR policy (15-14) and an escapee warrant will be requested.
- Upon confirmation of warrant being issued, appropriate documentation shall be completed.
- Probation staff shall work with CDCR staff to make every effort to locate the escapee and place him back into custody.
- When the escapee is apprehended, the SPO and CDCR III will be notified. All relevant information concerning the arrest will be gathered and submitted to CDCR.

W. Facility Operations

1. Rooms

- a) Room and bed assignments will be determined prior to participants' arrival at the facility. No bed changes will be allowed without staff approval. Any problems between roommate(s) that cannot be resolved will be dealt with by MCRP staff.
- b) Each participant will be provided a bed frame, a box spring, a mattress, and a mattress pad cover. Sheets, blankets, and pillows will also be provided. Participants will also be provided a closet and dresser for clothing. Authorized valuables will remain in the locked medicine cabinet located in a controlled area of the facility, under staff supervision.
- c) Unauthorized persons or visitors are not allowed in a participant's room. Participants are not permitted to visit each other in their rooms.
- d) If for any reason a participant must stay in his room during programming time, he must complete a sick slip and get approval from staff.

2. Work Assignments

- a) Participants will be assigned weekly on-site work crew assignments to

include, but not be limited to, building maintenance, housekeeping and food services.

### 3. Housekeeping

- a) MCRP staff will conduct daily inspections of the facility to ensure it is kept clean and in good repair. These inspections will be documented in a housekeeping log. As part of their programs, participants will be required to participate in minor maintenance and daily janitorial services of the facility.

### 4. Telephone Services

- a) Participants will have supervised access to a land line telephone during prescribed time frames for calls to family, friends, employers, prospective employers, or service providers. Incoming calls to participants will be assessed on a case by case basis as to whether or not the call will be allowed.
- b) No cellular telephones will be allowed in the MCRP.
- c) For further details regarding participant phone procedures please refer to CDCR, MCRP, Local Operational Procedure OP 16-03-02.

### 5. Participant Passes

- a) No participant shall leave the facility without first obtaining written permission from CDCR and Probation staff. All participants' excursions into the community will be monitored and no deviation from the approved destinations will be allowed. All participants' excursions and returns shall be documented in Probation's Case Management System and in the daily log. CDCR-EID staff shall be notified prior to any event.
- b) Participants will not be allowed to leave the facility prior to 6:00 am and must sign back in to the facility no later than 8:00 pm unless prior approval is obtained.
- c) For further details regarding participant passes please refer to CDCR, MCRP, Local Operational Procedure PAS-10-16.

### 6. Medical

- a) Participants who are sick and wish to abstain from the daily program, will complete a medical (sick) slip and submit it to MCRP staff as soon as possible. If necessary, transportation to and from medical care will be provided. The event will be documented in an Incident Report, Probation's Case Management System and in the daily log. Prior to transport for medical services, CDCR-EID staff shall be notified. The participants' return to the facility will also be documented in Probation's Case Management System and in the daily log.
- b) All medical, dental and mental health appointments shall be approved by both CDCR and Probation staff prior to the appointment. Transportation to and from the appointments will be provided if necessary. All excursions shall be documented in Probation's Case Management System and in the daily log. CDCR-EID staff shall be notified prior to the event. The participants' return to the facility will also be documented in Probation's Case Management System and in

the daily log. Any deviation from the approved destinations will not be allowed and will result in a violation of MCRP rules.

- c) In the event of a medical emergency, Treatment staff will call 911 and the participant will subsequently be transported to Oroville Hospital by ambulance. Treatment staff will immediately notify the SPO and CCIII of the incident. CDCR-EID staff shall be notified and the incident will be properly documented in an Incident Report, Probation's Case Management System and in the daily log. The participant will be monitored while at the hospital by CDCR-EID staff. Upon release from the hospital the participant will be returned to the facility immediately. Any deviation will not be allowed and will result in a violation of MCRP rules.
- d) All medications (prescribed or over the counter) will remain in a locked medicine cabinet in a controlled area of the facility, under staff supervision. All medications shall be monitored pursuant to CDCR policy, and will include completing log sheets with participant's name, CDCR number, dosage, date and time taken, and remaining balance after dispensing the medication. A weekly inventory of all medications will be conducted and logged. All outdated, discarded and/or unclaimed medications shall be properly disposed of pursuant to federal guidelines.
- e) If a participant is unable to participate in the MCRP for a prolonged period of time, due to injury or illness, the participant's case will be conferenced between CDCR, Treatment and Probation staff and a decision will be made as to whether or not the participant will be able to continue in the MCRP.

#### 7. Participant Mail

- a) Probation will work in conjunction with CDCR to establish and maintain a plan of operation for the sending and receiving of mail in accordance with DOM Sections 53130, 54010 and 54030 as well as Title 15, Subchapter 2, Articles 1, 4, 5, 6 and 9.
- b) MCRP staff shall encourage correspondence between participants and persons outside the facility. Receipt and sending of mail shall be consistent with acceptable practices of the United States Postal Service and the safety and security guidelines established by CDCR policy.
- c) All mail (incoming or outgoing) will be subject to inspection by MCRP staff at any time. Any mail that is deemed inappropriate or containing contraband will be withheld. Should this occur, Probation staff will complete an Incident Report and document the seizure in Probation's Case Management System. Written notification to the participant will be provided. The completed Incident Report and withheld items will then be turned over to CDCR staff upon request.
- d) For further details regarding participant mail please refer to CDCR, MCRP, Local Operational Procedure OP-04-03.

#### 8. Visiting

- a) All visitors to the facility must be oriented to the norms and rules of the facility by MCRP staff. All participant visitors will be provided and will sign and return the

General Visiting Rules form, affirming they understand visiting procedures prior to any visit. All participant visitors shall be approved through the CDCR visitation procedures. Participants will be provided visitor request forms upon request. These forms will be completed and returned to CDCR staff for review and approval. Visitors who have not previously been approved through the CDCR visitation procedures will not be allowed to visit.

- b) Treatment staff will document, in writing, the pending visit along with the name(s) of the person(s) who are allowed to visit. All authorized visitors must have identification and sign in and out of the facility.
- c) Visiting hours and rules are posted at the front desk. Child Protective Services (CPS) visits will take place as required by CPS and will be properly documented in the daily log.
- d) All visitors will behave appropriately while at the facility. Participants are responsible for the behavior of their children and other visitors during visiting hours.
- e) Visitors who display any symptoms of being under the influence of alcohol or a controlled substance will not be allowed to visit.
- f) Any visitors bringing contraband into the facility will be permanently banned from the facility. Anyone in possession of illegal contraband will be prosecuted.
- g) For further details regarding participant visitation please refer to CDCR, MCRP, Local Operational Procedure VIS-04-16.

#### 9. Participant Funds

- a) Probation will maintain all participant funds (including, but not limited to, Inmate Trust Fund, Inmate Welfare Fund, and restitution) in separate, individual, interest-bearing accounts (up to the FDIC insured limits). Funds shall not intermingle with other participant or contractor funds. Probation will maintain necessary records to account for all transactions affecting the Trust Fund.
- b) Should a participant gain fiscal stability, Probation will establish a trust fund on behalf of the participant. Should a participant owe restitution, 50% of his earnings along with an administrative fee of 10% of the withholding, not to exceed 55% of total earnings, will be deducted and applied to that restitution. The remainder of the participant's earnings will be deposited into the trust fund. Probation will ensure that a minimum of 75% of the participant's remaining earnings are deposited into this trust fund.
- c) Participants may request funds from their trust fund up to 25% of their earnings. However, a participant may only keep a total of \$40.00 cash on hand at the MCRP. Should a participant choose to request funds, he shall complete a funds request form and submit it to Probation staff for approval.
- d) Probation will provide written record of each participant's trust fund account activity, fund totals and available funds upon request.
- e) Participants are not allowed to make any substantial purchases (i.e. automobiles,

motorcycles, stereo sets, or jewelry) while in the MCRP.

- f) If a participant is obligated to pay restitution, child support and or family support, the amount of withholding may be reduced on a case by case basis upon the approval of the Deputy Director of the Division of Rehabilitative Programs (DRP) or designee.

#### 10. Restitution

- a) Participants who owe restitution will have funds withheld from their wages and other account deposits pursuant to §2085.5 PC and further detailed in CCR, Title 15, section 3097. The current restitution amount deducted is 50%, plus an administrative fee of 10% of the restitution deduction, not to exceed a maximum of 55% of the participant's wages and deposits, taking into consideration Title 15, subsection 3097(j) exemptions.
- b) Any voluntary payment from a participant from his trust account shall have the administration fee waived.

#### 11. Motivation and Incentives Program

- a) The MCRP will encourage and provide positive reinforcement to each participant at the MCRP. This is to ensure full participation and successful completion of the program. MCRP staff will work in conjunction with each other to develop this program. Incentives can include, but will not be limited to, positive verbal reinforcement and encouragement, clothing/food vouchers, gift cards (no direct cash awards), and educational funding.
- b) All incentives will be properly documented and any material incentives will be included in the MCRP'S monthly invoice.

#### 12. Facility Security

- a) No unauthorized persons will be allowed on MCRP grounds. Daily inspections of the facility and grounds shall be conducted and documented in the daily log. MCRP participants, their belongings and all portions of the facility shall be subject to search at any time, day or night, with or without cause.
- b) No weapons of any kind will be permitted in the MCRP. Any contraband discovered will be documented and confiscated. A thorough investigation will be conducted and an Incident Report will be completed.
- c) Program participants are not allowed outside of their rooms during the hours of 11:00 pm and 6:00 am without prior approval from CDCR or Probation staff.
- d) The control area will be properly maintained and staffed at all times. All authorized visitors must have identification and sign in and out of the facility.
- e) The facility will be equipped with 24 hour security camera monitoring in order to monitor internal movement and increase accountability, as well as detect any unauthorized ingress/egress. This system will be monitored by CDCR staff.
- f) Exterior windows and doors will have security alarms to prevent unauthorized

ingress/egress.

- g) A locked maintenance shed shall store all tools, equipment and hazardous materials needed for facility maintenance. There will be a tool list documenting what tools should be present. Treatment staff will conduct daily tool counts and document results on the tool list. Any unresolved discrepancies will be immediately reported to the SPO and/or CDCR staff.

### 13. Personal Property

- a) All personal property will be screened and approved by CDCR or Probation staff regardless of its source. Large quantities of property may not be kept at the facility. All property brought into the facility will be documented and itemized. Any additional property brought to the facility must be approved by Probation staff and added to the participant's property list.
- b) Electronic equipment such as computers, laptops (work related only may be allowed), and TVs will not be allowed in the facility.
- c) Probation, Treatment, and CDCR are not responsible for lost or stolen property.
- d) Participant belongings will not be released to anyone other than the participant without a written release, signed by the participant.
- e) Any personal property left at the facility (for any reason) will be held in secured storage for no longer than thirty (30) calendar days.
- f) Participants returned to a CDCR institution, will have their personal property transported with them.
- g) Any property left beyond thirty (30) calendar days shall be forfeited.

### 14. Cultural Competency and Diversity

- a) Probation will maintain a culturally competent MCRP that requires staff to respond respectfully and effectively to individuals of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientations and any other diversities. The MCRP staff will value diversity, have the capacity for cultural self-assessment, be conscious of the dynamics inherent when cultures interact, institutionalize cultural knowledge, and develop programs and services that reflect an understanding of diversity between and within cultures.

### 15. Religion

- a) The MCRP is not a faith based program. MCRP staff will encourage participants to conduct their own spiritual exploration and make their own decisions when choosing a religious and/or spiritual path. Participants may participate in religious services as long as it does not interfere with the MCRP. Passes to attend church services will need to be approved ahead of time by CDCR or Probation staff.

### 16. Emergency Procedures

- a) Emergency procedures, fire prevention and safety requirements are outlined in the MCRP Emergency Operations Control Plan (EOCP).
- b) All staff will receive proper training on the facilities EOCP.
- c) All staff will receive first aid and CPR training within the first six months of employment. Records of completion will be kept in each employee's personnel file.

#### 17. Use of Force Continuum

- a) Only sworn peace officer status Probation staff and CDCR personnel are authorized to use physical force. In the event physical force becomes necessary, all guidelines, as listed in Probation policy and CDCR Use of Force Policy (CCR Section 3268 and 3268.1) will be followed. In all instances where physical force is used, a written Incident Report will be completed and submitted to the SPO. A subsequent CDCR form 2284, Incident Report (DRP), will be completed and submitted to CDCR within 24 hours of the incident.

#### 18. Additional Activities and Information

- a) Any activities or information not listed in this policy shall be subject to and in compliance with Probation's written policy and procedures.

EXHIBIT D  
ORIENTATION PROGRAM HANDBOOK

# Male Community Reentry Program



## Orientation Program Handbook



October 2016



LIC #040024AP



## TABLE OF CONTENTS

<b>Participant Receipt and Acceptance</b>	<b>3</b>
<b>Welcome</b>	<b>4</b>
<b>Background</b>	<b>4</b>
<b>Jurisdiction/Parole Eligibility</b>	<b>4</b>
<b>MCRP Success</b>	<b>5</b>
<b>Cultural Competency</b>	<b>5</b>
<b>Personal Responsibilities</b>	<b>5-6</b>
<b>Daily Program Schedule (Services)</b>	<b>6-9</b>
<b>Groups and Classes</b>	<b>9</b>
<b>Peer Support</b>	<b>9</b>
<b>Program Rules, Participation, and Responsibilities</b>	<b>10</b>
<b>Smoking</b>	<b>11</b>
<b>Meals</b>	<b>11</b>
<b>Laundry</b>	<b>11</b>
<b>Visiting</b>	<b>11-12</b>
<b>Rooms</b>	<b>12</b>
<b>Religion</b>	<b>12</b>
<b>Personal Property</b>	<b>12-13</b>
<b>Work Assignments</b>	<b>13</b>
<b>House Keeping</b>	<b>13</b>
<b>Telephone Services</b>	<b>13-14</b>
<b>Passes</b>	<b>14</b>
<b>Transportation</b>	<b>15</b>
<b>Medical Procedures</b>	<b>15</b>
<b>Mental Health Services</b>	<b>15</b>
<b>Mail</b>	<b>15-16</b>
<b>Participant Funds</b>	<b>16</b>
<b>Restitution</b>	<b>17</b>
<b>Facility Security</b>	<b>17</b>
<b>Searches</b>	<b>17</b>
<b>Emergency Procedures</b>	<b>17</b>
<b>Program Discipline</b>	<b>18</b>
<b>Appeal Process</b>	<b>18</b>
<b>Completion of Program and Continuing Care</b>	<b>18</b>
<b>Tri-County House Rules and Good Neighbor Policy</b>	<b>19-21</b>

## Participant Receipt and Acceptance

The Orientation Program Handbook (handbook) has been developed to provide an overview of, and guidelines to, the Male Community Reentry Program (MCRP) located in Butte County. Please keep this handbook to use as a quick reference guide. It is designed to assist you in becoming familiar with the rules, expectations, and obligations of your participation in the MCRP.

Questions regarding the content of the handbook should be directed to your Probation Officer, Department of Corrections and Rehabilitation (CDCR) staff, or Tri County Treatment (Treatment) staff. As part of the ongoing success of the MCRP, all participants are encouraged to provide feedback, input, or ideas to staff members either verbally or by written statement.

I hereby acknowledge receipt of the handbook. I have read, understand and agree to all conditions of the handbook. I acknowledge and understand that should I fail to participate fully in the MCRP, disciplinary actions or removal and termination from the MCRP may result.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

## **WELCOME**

Welcome to and thank you for your interest in the MCRP. The Probation Department (Probation) is dedicated to providing services and programs that will assist in a successful return to your community. This is a voluntary program and as a participant you have agreed to abide by the requirements of MCRP participation.

## **BACKGROUND**

The MCRP is a collaborative effort between the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), Probation, Treatment, and a variety of community-based service providers to help participants successfully reintegrate into the community from a state prison.

The MCRP was developed for male inmates who meet the eligibility criteria and who have approximately 180 days to 30 days prior to the Earliest Possible Release Date (EPRD) left to serve in a state prison. The MCRP allows eligible inmates committed to a state prison to serve the end of their sentences in the community in lieu of incarceration.

Participants will reside in a Residential Alcohol and Drug Abuse Recovery Treatment facility (facility) located in the County of Butte. Off-site programming will be provided at the Probation and Community Services (PAC) office.

## **JURISDICTION/PAROLE ELIGIBILITY**

Under the MCRP participants will remain under the jurisdiction of CDCR and will be supervised by both CDCR and Probation. One day of participation in the MCRP will be in lieu of one day of incarceration in a state prison.

Participants will receive the same sentence reduction credits as if they served their sentence in a state prison. It should be noted that participants may be returned to an institution to serve the remainder of their state prison term at any time, with or without cause.

Participants will be placed on Electronic In-Home Detention (EID) [Global Positioning System monitoring] and be monitored by CDCR staff.

## **MCRP SUCCESS**

While in the MCRP, as in the community, it is important for you to show appropriate behaviors and follow the rules. Your cooperation and attitude towards yourself, the staff, and other participants play an important role in success.

The MCRP will focus on providing a range of community-based services relative to the participants' criminogenic needs. Programming will consist of a variety of cognitive behavioral and evidence-based treatment programs. Probation will provide or arrange access to services including, but not limited to, rehabilitative services that assist with substance use disorders, mental health care, medical care, life-skills, employment readiness, education, family

reunification, vocational training, and social support. Staff will help participants in their efforts to obtain financial stability, employment and housing prior to the completion of the MCRP.

Probation is aware of the many challenges you face and, at times it may seem like an uphill climb. In addition, you may have considered your relationship with CDCR or Probation somewhat adversarial. However, it is important to know that staff are truly here to help you.

Successful participants will take this opportunity seriously and will make every effort to utilize the services offered to help them reintegrate into the community and make better lives for themselves. It is important to have the mindset of wanting to change.

## **CULTURAL COMPETENCY**

The MCRP is a culturally competent program that allows staff and participants to respectfully and effectively respond to individuals of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientations and any other diversities.

All participants of the MCRP are required to respect others' individuality, encouraged to value diversity, and develop the capacity for cultural self-assessment. Staff are conscious of the dynamics inherent when cultures interact, institutionalize cultural knowledge, and reflect an understanding of diversity between and within cultures.

## **PERSONAL RESPONSIBILITIES**

You are expected to comply fully with all MCRP rules and expectations. Any violations of rules will result in progressive discipline up to, and including, termination from the MCRP.

MCRP participants must:

- Take care of personal hygiene (shower and brush teeth daily).
- Wash personal clothing and bedding, at least once per week.
- Pick up after themselves, make their bed daily, and keep their room free from clutter.
- Keep the facility clean and orderly.
- Participate in weekly in-house work crew assignments (If a participant is unable perform a work crew assignment, he will need to discuss this with staff immediately. No trading of work crew assignments will be permitted without staff approval).
- Perform other facility duties or other work as needed.

- Be supportive of others in the program.
- Display appropriate behavior at all times.
- Own up to mistakes and take responsibility for actions.
- Submit requests for approval of pass/appointment ahead of time to ensure approval ahead of time. Failure to do so may result in requests not being approved.
- Be honest and forthright at all times
- Fully participate in groups and programs assigned.
- Be on time for groups and appointments inside and outside of the house.

### **DAILY PROGRAM SCHEDULE (Services)**

As part of the MCRP, you will be assessed individually and will be required to participate fully in an individualized daily program which may include, but not be limited to, the following:

#### **Step I: Indoctrination/Orientation**

The word “orientation” means to become familiar with and adapt to an environment. The Orientation Phase of the MCRP is the first phase of the program and can last up to 30 days. The goal of the Orientation Phase is for you to familiarize yourself with the community, the program, and the program rules. You will learn what to expect from the MCRP and staff, as well as what is considered acceptable behavior.

During this time, you will begin to establish relationships with staff and other residents. You will be evaluated by and work with staff to develop an Individualized Reintegration Plan (IRP). It is imperative to the success of the MCRP that you believe in the program and make a commitment to reintegration.

Prior to being moved to Step II, you will be required to complete the following:

- Meet with Butte County Behavioral Health staff and be assessed for eligibility to receive services.
- If you don't already have medical coverage, you will be enrolled in a suitable coverage plan (*i.e. Affordable Care Act, Medi-Cal*).
- You will begin the process of obtaining necessary important documents (*i.e. California Driver's License or Identification Card, Social Security Card, Selective Service Card, birth certificates etc.*) that you may not already have.
- You will have an initial assessment and interview with the Department of Employment and Social Services (DESS).
- You will be enrolled, and participate in, appropriate evidence based and cognitive behavioral programs assigned to you by your Probation Officer.

- You will be required to enroll, and participate in, the Courage for Change and Forward Thinking Journaling programs. Probation Officers will assign specific journals based on your assessed criminogenic needs.
- You will be enrolled, and participate in, on-site substance use and disorder counseling.
- You will be assigned a program Mentor (if available) to help you with transitioning into the program, to review what you can expect from the program, and to provide support during this challenging time.

Being on time for groups, appointments and meetings is an important life skill and is a requirement of the MCRP. In addition, during step one you will not be allowed to leave the MCRP facility without direct staff supervision.

## **Step II: Programming**

During this phase you will work on your IRP and assigned evidence based and cognitive behavioral programs. During Step II, you may be required to complete any of the following as assigned by your Probation Officer:

- Complete a Job Readiness Program
- Learn how to budget money and live within your means.
- If appropriate, enroll in, and complete, a computer literacy class.
- If appropriate, enroll in School/BCOE-Adult Education/GED program/College.
- If appropriate, enroll in an Anger Management/Domestic Violence/Parenting/Strengthening Family etc., program(s).
- Continue with already established programming.
- Participate in supervised community service (if available).

The length of this step can vary depending on each individual participant and Steps II and III can often overlap. Once in step II, you may be allowed to leave the facility without direct staff supervision. This does not mean you will be unsupervised. You are required to wear a GPS monitor and will be contacted by staff at any time to ensure you are in compliance with your reported activity.

## **Step III: Community Reintegration/Reentry**

This is the last step of the MCRP. You will prepare yourself for independent transition back into the community. You will be required to continue with your assigned programming, but will also begin to look for appropriate housing (i.e. home, continued residential treatment or sober living environments) and seek financial stability through either financial aid (i.e. SSI/SSD) or employment. You will also be required to complete any of the following as assigned by your Probation Officer:

- Conduct job searches and complete job applications.
- Participate in appropriate vocational trainings or internships if available.
- If appropriate, enroll in and attend school.
- Attempt to obtain employment if able to work and not permanently disabled.
- Continue with supervised community service as approved by your Probation Officer as long as it does not interfere with your work or programming.
- Search for, and attempt to secure, appropriate independent community living arrangements for after completion of the MCRP.
- Mentor new participants during this step. This is an important function in developing life skills and helping others in the MCRP.
- Work with staff to complete an exit plan and complete a review of the MCRP prior to completion of the program.

This step can be one of the most challenging of the program. Participants may become anxious or nervous about their impending release into the community. You are encouraged to communicate any concerns you may have and to seek out help from staff or other participants as needed. This program is designed to help you, and it is important for you to utilize all the tools and services offered to have a successful reentry into the community.

## **GROUPS AND CLASSES**

Groups and classes are a primary function of the MCRP. You are required to attend (on time), and participate in, any groups and classes to which you are assigned. Some groups require more participant interaction than others. Group activities can often produce strong emotional responses. It is expected that you will conduct yourself responsibly and interact appropriately.

Group rules will vary, but in all groups you will be required to be respectful. Outbursts, threats, veiled threats or violence will not be tolerated. You may not get out of your seat or leave the group without staff or facilitator permission. Confidentiality in groups or classes is often required and, in those situations, it is imperative that you respect the confidentiality of the group.

## **PEER SUPPORT**

Enrolling in the MCRP can be quite stressful. Peer support can often help alleviate the stress and help new participants become accustomed to their surroundings and feel welcome. If more tenured participants are available, staff may assign them to help new participants with their transition into the program. If chosen to do so, it is expected that participants will work cooperatively with their assigned enrollees and “show them the ropes.” This is an important function within the program and will help develop necessary life skills as well as help other participants.

## **PROGRAM RULES, PARTICIPATION AND RESPONSIBILITIES**

Although participants must volunteer to enroll in the MCRP, complete participation in the program, once you are accepted, is mandatory. As part of the program, you are required to participate fully in all groups, classes and programs to which you are assigned. Failure to complete assigned tasks, groups or classes will result in disciplinary actions up to, and including, removal and termination from the program.

You are expected to follow all program rules at all times. Rules include, but are not limited to the following:

- Adhere to all terms and conditions of release ordered by both CDCR and the Butte County Probation Department.
- Do not engage in any contact prohibited by law (state, federal, county or municipal).
- Participate in Electronic In-Home Detention (EID) [Global Positioning System monitoring] through CDCR. Participants will follow all rules of the monitoring program, including proper charging of the electronic device. Any failure to charge, or attempt to alter, tamper or remove this device will result in a serious violation of MCRP rules.
- Do not leave the facility at any time without first obtaining written staff permission. Failure to return, or failure to return on time, from a pass is a serious violation of MCRP rules and could result in the filing of escape charges.
- Do not use, possess, or sell any illicit narcotics or prescription medications or bring any contraband to the facility.
- Follow MCRP rules and display appropriate behaviors at all times. Participants shall make no threats, veiled threats, acts of coercion, or other acts of violence while in the MCRP. Sexual behavior or misconduct, of any kind, while in the program, will not be tolerated and is a serious violation of MCRP rules.

Failure to follow any program rules or procedures may result in disciplinary actions from verbal reprimands up to, and including, termination from the program and/or the filing of new criminal charges.

### **SMOKING**

Indoor smoking is prohibited at the MCRP facility in accordance with state law. "NO-SMOKING" signs are posted in all classrooms, designated visiting areas, hallways, and in the main office of the MCRP facility.

Smoking will only be permitted in designated "smoking" areas outside of the MCRP facility.



## **MEALS**

Meals will be provided by the MCRP. For meal times, please refer to the MCRP facility schedule.

## **LAUNDRY**

All clothing coming into the facility must be inspected and washed prior to being taken to your room. Laundry will be completed according to the schedule posted in the laundry room.

## **VISITING**

Visiting is a privilege and not a right. All visitors to the MCRP facilities must be familiar with the rules. They must sign and return the General Visiting Rules sheet, confirming they have read and understand all rules and regulations. All visitors will be approved through the CDCR visitation procedures. Visitors who are not currently approved may request a visiting form from the Correctional Officer (C/O) and submit it for approval. All authorized visitors must have identification and sign in and out of the facility.

Visiting hours are from 9:00 am to 12:30 pm and 1:30 pm to 4:30 pm on Saturday and Sunday. These hours will be posted at the front desk. Child Protective Services (CPS) visits will take place as required by CPS and will be properly documented in the daily log.

All visitors must be positive influences on participants and the MCRP facility community. All visitors must behave in an appropriate manner at all times. You are responsible for the behavior of your children and other visitors during visiting hours.

No cell phones/pagers/electronic devices are permitted during your visits.

Visitors who display any symptoms of being under the influence of alcohol or a controlled substance will not be allowed to visit. Any visitors bringing contraband into the MCRP facility will be permanently banned from the facility. Anyone in possession of illegal contraband will be prosecuted.

Visitors are allowed to bring your personal items (clothes, food, hygiene etc.) **ONLY** during visiting hours, with the exception of the initial contact, upon your arrival at the facility.

**At no time are visitors allowed in the hallways or participants' rooms.**

## **ROOMS**

Room and bed assignments will be arranged prior to your arrival at the MCRP facility. No bed changes will be allowed without staff approval. If you have an issue with your assignment, you are encouraged to try and find an acceptable resolution. Staff will assist as needed.

You will be provided a bed frame, a box spring, a mattress, and a mattress pad cover. Sheets, blankets, and pillows will also be provided. You will also be provided a closet and dresser for clothing storage.

**No unauthorized persons, visitors or other participants will be allowed in your room.**

If you must stay in your room during programming time, for any reason, you must complete a medical slip and receive approval from staff. For safety and security reasons MCRP staff need to know where all participants are at all times.

## **RELIGION**

The MCRP is not a faith based program. Religion and spirituality are very personal matters. You are encouraged to conduct your own spiritual exploration and make your own decisions about your religious and/or spiritual path. You may participate in religious services as long as it does not interfere with your MCRP program. Passes to attend church services will need to be approved ahead of time by CDCR or Probation staff.

## **PERSONAL PROPERTY**

All personal property will be screened and approved by CDCR or Probation staff regardless of its source.

As space is very limited, only certain items of personal property will be approved. All property that is brought into the facility will be documented and itemized. If you bring in additional property, it must be approved by CDCR or Probation staff and added to your property list.

The MCRP is not responsible for property brought into the facility. In order to protect you and all participants from possible theft, large amounts of personal property and valuables will need to be stored elsewhere.

Electronic equipment such as computers, laptops (work related may be allowed), and TVs are not appropriate for the facility. If you own any of these items, you are to make immediate arrangements to store them elsewhere.

CDCR, Tri-County Treatment and the Probation Department are not responsible for lost or stolen property.

If you make arrangements for your belongings to be picked up by a third party, you must complete and sign a release form stating that said third party has been given permission to pick up the items.

Any personal property left at the MCRP upon your departure (for any reason) will be held in a secure storage facility for no longer than thirty (30) calendar days.

If you are returned to a CDCR institution, your personal property will be transported with you.

Any property left beyond thirty (30) calendar days will be forfeited.

## WORK ASSIGNMENTS

MCRP staff will assign weekly on-site work crew duties which may include, but are not limited to: building maintenance, housekeeping and food services.

If you cannot perform a work crew assignment, you may discuss this with staff immediately. No trading of work crew assignments will be permitted without staff approval.

## HOUSE KEEPING

It is your responsibility to ensure that the MCRP facility remains clean and orderly. While participating in the program, you will be required to perform your share of house duties and may be asked to help with other work as needed, such as minor maintenance and janitorial services in the MCRP facility.

## TELEPHONE SERVICES

You will have supervised access to a land line telephone during pre-determined time frames for calls to family, friends, employers, prospective employers, or services. All incoming calls will be evaluated to determine whether or not the call will be allowed to proceed. During the initial 2 week black out period, calls are not allowed with the exception of one supervised call to request clothing and necessities, i.e.; toiletries, etc., and one supervised call to any children, for family reunification purposes.

You will complete a "Tri County Treatment Visitors & Phone Request" form, signing up for a specific time slot (15 minute slots) on a sign-up sheet located in Room #1 (Probation office).

Phone calls are allowed 7 days a week from 5 pm to 10 pm. You will be allowed four (4) calls per week. If you have children, you will be allowed four (4) additional calls per week for family reunification purposes.

**Cellular telephones are not allowed in the MCRP facility.**

## PASSES

Passes are a privilege not a right. **No participant shall leave the MCRP facility without first obtaining written permission from CDCR or Probation staff.** Passes can only be granted by CDCR or Probation staff and will only be granted for appropriate reasons. If you wish to obtain a pass, you must complete a pass request form and turn it in to MCRP staff in a timely manner. Pass requests must be submitted by Thursday of the week prior to your requested pass day. Last minute pass requests will only be approved for activities in which you do not have sufficient notice to submit a regular pass request, i.e.; a business call for a job interview the next day.

You must report to the appropriate staff before leaving and upon returning from a pass and you must keep the pass on your person while you are away from the facility. In addition, you must sign in/out of the facility in the Temporary Release Book at the entrance.

All excursions away from the facility will be monitored and any deviation from the approved destination is prohibited. You will be drug tested upon returning from your time away from the facility.

You will not be allowed to leave the program prior to 6:00 am and must sign back into the program no later than 8:00 pm unless prior approval is obtained. Returning late is not acceptable. If you are going to be late, you must call before the time you are due back. If you fail to call prior to your scheduled return time, you may be reported as having escaped the facility and may face new charges. It should be noted that calling in to report a late return does not guarantee lack of consequences.

## **TRANSPORTATION**

Transportation to and from authorized appointments, groups or other program activities will be provided as necessary. Local bus passes will be available if needed.

## **MEDICAL PROCEDURES**

If you are unable to participate in the daily program, due to illness or injury, you must complete a medical slip and submit it to MCRP staff as soon as possible. If necessary, transportation to and from medical care will be provided.

You are to have all medical, dental and mental health appointments approved by both CDCR and Probation staff prior to the appointment. Transportation to the appointments will be provided if necessary. Any deviation from the approved destinations will not be allowed and will result in a violation of MCRP rules.

If you are prescribed any medication (prescription or over the counter), it will remain in a locked medicine cabinet in a controlled area of the facility, under MCRP staff supervision.

Staff will dispense medication at the prescribed times and in the prescribed dosages. All outdated, discarded and/or unclaimed medications will be properly disposed of pursuant to federal guidelines.

If for any reason you are unable to participate in the MCRP for a prolonged period of time, due to injury or illness, your case will be reviewed by CDCR, Tri County Treatment and Probation staff and a decision will be made as to whether or not you will be allowed to continue in the MCRP.

## **MENTAL HEALTH SERVICES**

Upon arrival at the MCRP facility, you will be required to meet with Butte County Behavioral Health (BCBH) staff to assess any mental health needs. You are required to participate in any recommended treatment or mental health services. If you have any mental health issues that need to be addressed, you are to inform your assigned Probation Officer or CDCR staff immediately.

## **MAIL**

You are encouraged to send and receive mail while in the MCRP. Receipt and sending of mail will be consistent with acceptable practices of the United States Postal

Service (USPS) and the safety and security guidelines established by CDCR policy CCR Title 15 Article 4.

All mail (incoming or outgoing) will be subject to inspection by MCRP staff. Any mail that is deemed inappropriate or containing contraband will be withheld and staff will provide you with written notification regarding the infraction.

When sending mail, you will put your last name, CDCR#, "MCRP" and the MCRP facility address on the return address portion of the envelope. Enclose all items (letters, photos, etc.) to be mailed in the addressed envelope, leave the envelope unsealed, and place it in the "outgoing mail" box located in the C/O office (room #3).

If you have approved CDCR 1074 (correspondence approval forms), you may write letters to other inmates. You will be required to place a copy of the approved 1074 in the envelope.

Incoming general mail will be inspected by the 3<sup>rd</sup> watch C/O and then delivered to recipients.

On a daily (Monday through Friday) basis, Probation staff will send all inspected/sealed mail to the Probation office to ensure the postage is paid and the mail is delivered to the US Post Office.

## **PARTICIPANT FUNDS**

You may have personal funds while in the MCRP and these funds will be handled as follows:

The Probation Department will manage all participant funds (including, but not limited to, Inmate Trust Fund, Inmate Welfare Fund, and restitution) and will maintain records to account for all transactions affecting these funds. Should you gain fiscal stability, the Probation Department will establish a trust fund on your behalf. The Probation Department will ensure that a minimum of 75% of participant earnings are deposited into this trust fund.

While in the MCRP, you will not be permitted to make any substantial purchases (*i.e. automobiles, motorcycles, stereo sets, or jewelry*). If you are obligated to pay restitution, child support or family support, the amount of withholding may be reduced on a case by case basis with the approval of the Deputy Director of the Division of Rehabilitative Programs (DRP) or designee.

Any funds owed to you will be provided at the time of completion and release from the program.

If you are returned to a CDCR institution, your funds will be sent to CDCR within 10 business days.

## **RESTITUTION**

If you owe restitution, monies will be withheld from your wages and other account deposits pursuant to §2085.5 PC and further detailed in CCR, Title 15, section 3097. The current restitution amount deducted is 50%, plus an administrative fee of 10% of the

restitution deduction, not to exceed a maximum of 55% of wages and deposits, taking into consideration Title 15, subsection 3097(j) exemptions.

If you voluntarily make a restitution payment from your Trust account, the Administration fee will be waived.

## **FACILITY SECURITY**

No unauthorized persons are allowed on MCRP facility grounds. Inspections of the facility and grounds are conducted daily.

Any contraband discovered will be documented and confiscated. If any illegal contraband is found in your possession, you will be subject to disciplinary actions up to, and including, termination from the MCRP and the filing of new criminal charges.

MCRP staff conducts daily head counts to ensure the whereabouts of all participants.

Should you see any security issues, it is your responsibility to inform MCRP staff immediately.

## **SEARCHES**

Participants, their belongings, and all portions of the MCRP facility are subject to search at any time, day or night, with or without cause.

Weekly and random searches are conducted to ensure a safe and secure facility. Any contraband discovered will be documented and confiscated. If any illegal contraband is located in your possession, you will be subject to disciplinary actions up to, and including, termination from the MCRP and the filing of new criminal charges.

## **EMERGENCY PROCEDURES**

Upon your arrival at the MCRP facility, you will be informed of all emergency procedures, fire prevention and safety requirements for the program. These procedures are outlined in the Butte County MCRP Emergency Operations Control Plan (EOCP). A copy of the EOCP is available at the front desk.

## **PROGRAM DISCIPLINE**

While at the MCRP, you are required to follow all MCRP rules and procedures. Any violations of the rules or procedures will be reviewed on a case by case basis and will be subject to progressive disciplinary action. Disciplinary action can range from verbal reprimand up to, and including, termination from the MCRP and return to a CDCR institution.

Conduct prohibited by law may result in arrest, charge and prosecution under California law in addition to any sanctions imposed by the MCRP.

## **APPEALS PROCESS**

If you feel your rights have been violated or you have been treated unfairly you can file an appeal using the approved CDCR form 22, *Inmate/Parolee Request for Interview, Item, or Service*, CDCR Form 602, *Inmate/Parolee Appeals*, and CDCR Form 1824, *Reasonable Modification or Accommodation Request*. These forms are located at the front desk area.

You must submit a completed CDCR form 22, CDCR form 602, or CDCR form 1824 to CDCR staff. Completed forms will be forwarded to the MCRP appeals coordinator. CDCR on-site staff will make a decision or take appropriate action on the complaint. If you are dissatisfied or disagree with the response, you may submit the completed CDCR form 22, with Section C completed, to the CDCR staff supervisor. The completed CDCR form 602 will be submitted to the DAPO Regional Appeals Coordinator. The first level of response regarding a CDCR Form 602 will be rendered by the on-site DRP CC III. If you are dissatisfied with that decision, you may pursue a second level appeal from the Deputy Director of DRP or designee. If you continue to be dissatisfied with the decision, the third level of appeal is to the Chief of the Inmate Appeals Branch.

## **PROGRAM COMPLETION AND CONTINUUM OF CARE**

Upon completion of the program, MCRP staff will aid in your transition to either State Parole or Post Release Community Supervision through the County to ensure a continuum of care is provided.

The MCRP will hold completion ceremonies approximately every four months to honor those participants who have successfully completed the program. All current and past MCRP participants, their families and friends, along with numerous dignitaries from the community, CDCR, Probation, State and County Agencies will be invited to attend. This is an important achievement in each participant's transition back into the community and should be celebrated and remembered.

## TRI COUNTY TREATMENT SPECIFIC RULES

### HOUSE RULES FOR ALL RESIDENTS TO ABIDE BY:

1. **You are expected to be up at 6:30 am. You need to be dressed, have beds made and breakfast over by 7:45 am weekdays.**
2. You are expected to pick up after yourself at all times in all areas of this facility.
3. You will be expected to be on time for all activities and groups – exception is only given to those clients on Detox-Watch or to those who are ill. If you are ill you will be put on a 24 hour lay-in. During this 24 hour lay-in you must remain in bed. You can only be up to smoke or eat at meal time, and then must return to bed.
4. Do not leave facility without permission from Case Manager.
5. TV will be turned on in the morning for those who watch the news. The TV will be turned off at 7:30am. The TV will not be turned on during daytime hours except for groups requiring video or a pre-approved TV program. TV will be turned on after all dinner clean-up/kitchen chores are done weeknights with Staff approval.
6. Residents are never allowed to answer the door or telephones.
7. Residents are responsible for their own laundry
8. Phone use is by completing a phone request form with your case manager, exception is only by a case-by-case process (**ALL PHONE CALLS ARE 10 MINUTES ONLY**).
9. **RESIDENTS WILL BE TERMINATED IF THEY ADJUST ANY THERMOSTAT!**
10. Do not leave your room unless you are fully dressed. Clothing **MUST** be appropriate. **ABSOLUTELY NO GANG AFFILIATED COLORS (such as Red clothing). No inappropriately marked clothing (such as beer brands, drug labels or pictures). No head wraps or caps are to be worn inside the facility. No wife beater tank tops are allowed without a shirt over them.**
11. Smoking is permitted only in designated areas. Do not enter Staff room without permission.
12. **RESIDENTS ARE NEVER ALLOWED INTO ANOTHER RESIDENT'S ROOM AFTER 10:00 P.M. Residents are never allowed to borrow or lend any clothing or etc..**
13. Never attach pictures, letters, poems, assignments, posters, etc. on any wall except with scotch tape. (This must be approved directly by your case manager.) **ABSOLUTELY NO PORN AT ANY TIME ANY WHERE!**
14. 12-Step meetings are required as parts of your treatment. Outside meetings are on a rotational basis. We will keep the amount of residents at a respectful capacity for each of these meetings.
15. **MAIL WILL BE HANDED OUT BEFORE DINNER.** Mail is not to be picked up, gone through.
16. **Windows in Resident bedrooms: No window is to be opened for any reason if the heat or air conditioning is on. Window blinds are to be shut when dark, and may be opened after 6am.**
17. **Residents are responsible for knowing and completing assigned chores by 8am weekdays and 9am weekends.**
18. Residents will not engage in crude or sexually derogatory jokes, conversations, or pointing out discord of other residents at any time. They will be treatment teamed and placed on a behavioral contract. If this does not solve the problem then they will be DISCHARGED from treatment.
19. **There is to be no rough play, hitting, pushing, roughhousing of any sort with other clients – this is grounds for immediate termination.**
20. Residents are not allowed excess personal belongings. (Limited space is available.)
21. **Residents will not take food of any type outside of the DINING ROOM unless they take it outside to the picnic table. Residents may have bottled/capped beverages in the group room.**



22. **Resident's valuables shall be locked up in a secure safe. TCT is not responsible if resident insists on keeping personal property in their bedroom.**
23. All residents doctor, dental, and any social service appointments need to be coordinated by your Case Manager.
24. The front door and the laundry room doors are the only doors clients are allowed to use. Clients who tamper with their doors in their rooms will be terminated.
25. Please turn LIGHTS OFF when not in use.
26. At no time shall any client engage in the sale, trade, or bartering of any personal belongings. **Gambling is strictly prohibited.** Client money will be kept locked in the medication cart. Clients will be allowed store runs as per their Case Manager's approval. Change and receipts are required to be turned in after store runs. All clients' belongings must be on client's personal property sheet at time of entry. Any add-ons after initial intake must be added to client's property list immediately upon receiving any and all goods.
27. **No new TATTOOING or PIERCING of any resident is allowed. In addition no tattooing or piercing equipment is allowed in the possession of any resident at any time. Failure to abide by this rule can result in DISCHARGE from Treatment.**
28. Electronic hand held games and cell phones are not allowed. If you have one it must be locked up in the medication cart.
29. **Visitors must be approved by Case Managers prior to visiting. Visits take place on Saturdays and Sundays between 1:00pm and 4:00pm. Visitors must have 30 days clean and sober. Visitors are not allowed in client bedrooms.**
30. **WHEN YOU LEAVE YOUR ROOM MAKE SURE YOUR RADIO, FANS AND LIGHTS ARE TURNED OFF. IF THE RADIO CAN BE HEARD IN THE HALLWAY IT IS TOO LOUD AND YOU WILL GET ONE WARNING, THEN THE RADIO WILL BE CONFISCATED FOR ONE WEEK.**
31. No fraternizing with the opposite sex at the NA / AA meetings. You are there for recovery not to start new relationships.
32. No money is allowed on any person at any time, other than on store days or upon exiting for weekend passes. All money and receipts are to be turned in to staff after returning from store or weekend passes.
33. No Client is to have personal bankcards, credit cards, or California ID's on them while in treatment. Turn them in to Staff so they can lock them up. If you need your ID for any reason then your case manager to give it to you and return it to them when you are done to be locked up
34. Any resident attending an outside meeting must receive permission from Case Manager prior to leaving. No SLE Resident is allowed to transport TCT Residents unless approved by Program Director or Case Manager.
35. **It is mandatory to sign out in the logbook whenever leaving the facility even when accompanied by staff.**
36. Residents are to bring all concerns to their Case Manager. If you do not feel your needs are being addressed approach your Case Manager with this concern. If this situation continues to be a concern then approach Program Manager so they can address the situation with you and then your Case Manager then, if necessary, the Program Director.

Updated 11/6/2014



**TRI-COUNTY TREATMENT**

2740 Oro Dam Blvd., Oroville, Ca. 95966  
Phone: (530) 533-5272 FAX: (530) 533-5821

**Good Neighbor Guidelines**

1. We will be good citizens, obeying all laws in our community.
2. We will obey all traffic and speed laws, especially watchful of children crossing the street.
3. We will park our vehicles legally and any vehicle driven by our clients will have a valid registration and insurance. Client driving any vehicle must have a valid license.
4. We will not work on our vehicles at our home or store vehicles in the parking lot without approval of the House Manager or TCT Staff.
5. We will not lend our vehicles to each other.
6. We will keep public walkways clear of vehicles. (Including bikes, cars, and Motorcycles)
7. We will be good neighbors, reporting illegal or suspicious activity in our neighborhood to the House Manager who will take appropriate action.
8. We will not tolerate abusive, loud, or vulgar language anywhere in the home or outside our house.
9. We will monitor the volume of our stereos, radios and TV's so we will not disturb other clients or our neighbors.
10. No hanging out in front yard except while doing yard maintenance.
11. Any unusual occurrences or observations will be reported to the House Manger who will notify the office if necessary.
12. We will keep anonymity in our community regarding our home. We are afforded the same privacy as any other family.
13. We will supervise our visitors. No unattended visitors will ever be in our home.
14. We will maintain open, rigorously honest communication in our home and are proud to say that we don't need caretakers. We clean after ourselves in and around our home.
15. What is said and done in our home stays in the privacy and confidentiality of our home.
16. We will not solicit work in our neighborhood and not borrow from our neighbors.
17. We will be respectful courteous neighbors, but because of social stigma, we will limit our neighborhood contacts to salutations when coming or going from our home.
18. We will be totally respectful and cooperative with any Peace Officer that we come in contact with.
19. We will not litter, i.e. cigarette butts, gum wrappers, in front of our home or anywhere in our community.
20. We are proud of who we are today, the beauty of our home, inside and out, and our positive attitudes reflect our healthy lifestyle changes.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Tri County Treatment Staff \_\_\_\_\_ Date \_\_\_\_\_