



DATA SHARING SECURITY AGREEMENT

EDC #112-O1310

FOR OFFICIAL USE ONLY

INFORMATION SHARING AGREEMENT

Between

**THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND
REHABILITATION**

and

COUNTY OF EL DORADO

July 2012

FOR OFFICIAL USE ONLY



DATA SHARING SECURITY AGREEMENT

This Information Sharing Agreement is entered into by and between the California Department of Corrections and Rehabilitation (CDCR) and County of El Dorado to establish the content, use, and protection of information needed by CDCR and the County of El Dorado to support the implementation of Public Safety Realignment (AB 109). This agreement is also to establish the Secure File Transfer (SFT) process as the official method for exchanging information between the State and County of El Dorado.

1.0 Period of Agreement

Commencing _____ through the duration of Post Release Community Supervision (PRCS) releases from State institutions under AB 109, as amended.

2.0 Intended Use of Information

The information that CDCR provides the County of El Dorado will be used to prepare the County of El Dorado for the supervision of CDCR inmates upon release to the community. The information that the County of El Dorado will provide back to CDCR staff will assist in preparing an inmate for release.

3.0 Constraints on Use of Information

Criminal offender record information received from CDCR pursuant to this Agreement shall be disseminated, whether directly or through any intermediary, only to such agencies as are, or may subsequently be, authorized access to such records by statute as provided in the California Penal Code §§ 11075-11081. CDCR information shall not be sold or used, internally or externally, for any purpose not directly related to the intended uses as defined in this agreement without the written permission of CDCR.

4.0 Information Security

CDCR and County of El Dorado will utilize the SFT process to ensure the security of the information in the packets and responses from the County of El Dorado. County of El Dorado shall employ industry best practices, both technically and procedurally, to protect CDCR information from unauthorized physical and electronic access. Methods employed are subject to annual review and approval by CDCR.

5.0 Information Elements

CDCR shall prepare the 611 Pre-Release and Post Release Packets (see attached "CDCR611PacketChecklist.docx" for a list of forms that comprise the entire packet) and Notice of Change Forms and transmit them to the County of El Dorado via the SFT site. County of El Dorado shall transmit Reporting Instructions and other related documents to the CDCR using the same SFT process.



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6.0 Information Handling Requirements

The information exchange shall be made through the SFT process.

7.0 Internet Access

Connections to County of El Dorado computers utilizing the Internet, whether for client access or remote administration, must be protected using any of the following industry standard cryptographic technologies: SSL/TLS, IPSec, SSH/SCP, PGP.

8.0 Information Storage

Regardless of the media employed (i.e., disk, tape, etc.), CDCR information must be stored in an encrypted format. Encryption algorithms shall be AES-128 or better, or Triple-DES (3-DES). The use of other encryption algorithms for information storage must be approved in writing by CDCR.

9.0 Technical Requirements

- Computer with Internet access
- Scanner
- Secure browser

10.0 Notification of Security Breaches

County of El Dorado agrees that in the event of any breach or compromise of the security, confidentiality or integrity of computerized information where personal information of an inmate or ward was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, County of El Dorado shall notify CDCR of the breach of the security system containing such information within 24 hours, comply with all notification actions, and/or assist CDCR with all notification actions required by State policy and the law.

CDCR contact for such notification is:

Scott MacDonald
Agency Information Security Officer
Enterprise Information Services
California Department of Corrections and Rehabilitation
1-916-358-1959
Scott.MacDonald@cdcr.ca.gov

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County of El Dorado contact for such notification is:

Gregory S. Sly, Chief Probation Officer
EDC Probation Department
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
Greg.Sly@edcgov.us

11.0 Indemnification*11.1. Claims Arising From Sole Acts or Omissions of County*

The County of El Dorado hereby agrees to defend and indemnify the State of California, the California Department of Corrections and Rehabilitation, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'State'), from any claim, action or proceeding against State, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, State may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. State shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

11.2. Claims Arising From Sole Acts or Omissions of State

The State hereby agrees to defend and indemnify the County of El Dorado, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of State in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve State of any obligation imposed by this Agreement. County shall notify State promptly of any claim, action or proceeding and cooperate fully in the defense.

11.3. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and State hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and State. In such cases, County and State agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11.4 below.



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11.4. Joint Defense

Notwithstanding paragraph 11.3 above, in cases where County and State agree in writing to a joint defense, County and State may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of State and County. Joint defense counsel shall be selected by mutual agreement of County and State. County and State agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11.5 below. County and State further agree that neither party may bind the other to a settlement agreement without the written consent of both County and State.

11.5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and State may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

12.0 Amendments and Alterations to this Agreement

CDCR and County of El Dorado may amend this Agreement by mutual consent, in writing, at any time.

13.0 Site Administration

CDCR will provide the accounts & site administration. No more than 3 accounts will be created for each County Probation. Administration/password resets will be handled by CDCR.

14.0 File Retention

The SFT website provides temporary file storage for file transfers and is a file transfer service not a data storage service or solution. The SFT service file retention policy stipulates that each file transferred to SFT will be retained on the system for a period of 14 days.

Users will be notified via a single email account when items are placed in their inbox. Counties that wish to have multiple users noticed will need to create a shared email account.

15.0 Termination

This agreement may be terminated by either party upon no less than thirty (30) calendar days written notice, without cause, unless a lesser time is mutually agreed upon by both parties.



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16.0 Signatory Authority

By the signatures of their duly authorized representative below, CDCR and County of El Dorado, intending to be legally bound, agree to all of the provisions of this Information Sharing Agreement.

CDCR

DELORIS PASCHAL
Chief, Correctional Case Records Services

Date

JOSEPH A. PANORA
Director of Enterprise Information Services

Date

SCOTT MACDONALD
Agency Information Security Officer

Date

County of El Dorado

Department Head / Contract Administrator

Gregory S. Sly
Chief Probation Officer or Successor

Date



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-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Terri Daly, Acting Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____