

**AUTHORIZATION FOR RELEASE OF OFFENDER CENTRAL FILE\***  
(Excluding Confidential Section and DOJ Records of Arrests and Prosecutions)

**All sections** must be completed for the authorization to be honored.

**I. Inmate Information**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_

CDC #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Institution: \_\_\_\_\_ Housing Assignment: \_\_\_\_\_

**II. Individual / Organization to Receive the Information**

[45 C.F.R. § 164.508(c)(1)(ii),(iii) & Civ. Code § 56.11(e),(f)]

*The undersigned hereby authorizes CDCR to release the below central file and protected health information pursuant to this authorization.*

Name(s): San Francisco District Attorney's Office, Post Conviction Review Unit  
Center on Juvenile and Criminal Justice (CJCJ)

Address: 350 Rhode Island Street, Suite 400N City/State/Zip: San Francisco, CA 94103

Phone: (628) 652-4000 Email: sfda.1172.1@sfgov.org

**III. Purpose for Release or Use of the Information**

[45 C.F.R. § 164.508(c)(1)(iv)]

Purpose: For consideration of resentencing pursuant to Penal Code 1172.1. The documents will also be shared with CJCJ for this purpose.

**IV. Authorization Expiration Event or Expiration Date of Release of Verbal Information /  
Written Correspondence**

[45 C.F.R. § 164.508(c)(1)(v) & Civ. Code § 56.11(h)]

This is a one-time authorization for release of my central file and protected health information for the purpose described in Section III above. This authorization shall expire after the records requested have been released to the person or organization named in Section II. Any future release will require completion of a new "Authorization for Release of Offender Central File".

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**V. Authorization Information**

I understand the following:

1. The release of my central file may include the release of information related to: medical, dental, mental health, HIV, substance abuse/alcohol, psychotherapy notes, genetic testing and communicable diseases.
2. I authorize the use or disclosure of my individually identifiable protected health information as described above for the purpose listed. I understand this authorization is voluntary.
3. I have the right to revoke this authorization. To do so, I must send a signed letter to the party in Section II informing them that I wish to cancel this authorization which will stop further release of the protected health information in my central file. [45 C.F.R. § 164.508(c)(2)(i)]
4. I am signing this authorization voluntarily and understand that my health care treatment will not be affected if I do not sign this authorization. [45 C.F.R. § 164.508(c)(2)(ii)]
5. Under California law, the recipient of the protected health information under the authorization is prohibited from further disclosing the protected health information, except with a written authorization or as specifically required or permitted by law. [Civ. Code § 56.13]
6. Under Federal law, an individual's access may be denied if the protected health information was obtained from someone other than a health care provider under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information. [45 C.F.R. § 164.524(a)(2)(v)]
7. I have the right to receive a copy of this authorization. [45 C.F.R. § 164.508(c)(4) & Civ. Code § 56.11(i)]

**V. Authorization to Release Offender Central File**

**(Excluding Confidential Section and DOJ Records of Arrests and Prosecutions)**

[45 C.F.R. § 164.508(c)(1)(vi) & Civ. Code. § 56.11(c)(1)]

Offender Name: \_\_\_\_\_ CDC #: \_\_\_\_\_  
Offender Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **CENTER ON JUVENILE AND CRIMINAL JUSTICE (CJCJ) AND SAN FRANCISCO DISTRICT ATTORNEY'S OFFICE DEFENDANT INTERVIEW PROTOCOL FOR CONSIDERATION OF RESENTENCING PURSUANT TO PENAL CODE § 1172.1.**

### **Invitation to Defense Counsel to be present**

The Center of Juvenile and Criminal Justice seeks to interview an inmate for purposes of a re-entry plan so that the person might be further considered for relief under Penal Code § 1172.1. While the communication is not by a government agency, it is an agency acting under contract with a government agency, and thus the interview should be conducted with the consent of the Defendant and defense counsel. Communication with a defendant by any governmental agency, without the consent of their attorney raises not only constitutional questions but ethical problems as well. The ethical problems stem from ABA Code of Professional Responsibilities Disciplinary Rule (DR 7-104(A) (1). It is improper for a representative of the District Attorney's Office to interview the defendant without the consent of the defense counsel. To avoid even the appearance of impropriety it is best that any communication with a defendant be conducted in the presence of defense counsel.

### **Informing the Defendant: The Consent to Interview Form Must be Reviewed and Signed**

When a defendant is to be interviewed, defense counsel must provide written consent to do so. At no time shall the representative from CJCJ have any contact or communication with the defendant without the presence of defense counsel (or designated representative)<sup>1</sup> unless a written waiver is provided. Agreeing to participate in this process does not guarantee any particular sentencing outcome.

### **Defendant Interview Screening Process:**

- 1) SFDA determines necessity for defendant interview.
- 2) SFDA secures defense counsel agreement.
- 3) Defense counsel obtains signature(s) from defendant on consent form.
- 4) SFDA obtains signed consent form (and waiver form if any) from defense counsel.
- 5) SFDA forwards signed consent form to CJCJ to initiate interview.
- 6) Defense arranges for CJCJ to conduct interview with Defendant.
- 7) CJCJ confirms interview date with defense counsel.
- 8) Original waiver form held by SFDA; copy made available to defense counsel.
- 9) CJCJ conducts interview with Defendant.
- 10) CJCJ develops plan and reviews it with SFDA within 1-2 weeks<sup>2</sup>.
- 11) Three to four six weeks after interview, CJCJ shares reentry plan with defense counsel and SFDA.
- 12) Defense arranges CJCJ to meet with Defendant to review finalized plan.

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<sup>1</sup> All further uses of "defense counsel" include both counsel and a designated representative.

<sup>2</sup> Timing outlined in document subject to change with increased caseloads.

This agreement (“Agreement”) is between \_\_\_\_\_ (herein after “the Defendant”), the Office of the District Attorney of the City and County of San Francisco (hereinafter “District Attorney”), and the Center of Juvenile and Criminal Justice (“CJCJ”).

The purpose of the interview is to allow the representative of CJCJ to gather information in order to make an assessment of the needs of the Defendant to successfully reenter life outside of prison. This assessment will aid the District Attorney in determining if resentencing and release is appropriate.

These statements and assessment will only be used by the District Attorney to determine if the people will seek a new sentence with a reentry plan that serves both the interest of justice and public safety. They will not be used against the Defendant in any proceeding by the District Attorney, including but not limited to recall and resentencing proceedings (other than for the District Attorney’s extra-judicial decision whether to file a 1172.1 petition), habeas proceedings, and parole hearings.

However, statements made during this interview may be discoverable by other parties in other criminal actions and this agreement cannot control or restrict how these statements might be used by other parties. CJCJ and the District Attorney agree not to provide the statement to any third party nor to anyone other than those working directly on the current Penal Code section 1172.1 consideration for any reason, except by order of a court.

This agreement is limited to the statements made during this CJCJ interview and related meetings and does not apply to any oral, written, or recorded statements made by the Defendant at any other time.

The defendant and defendant’s attorney agree to work with CJCJ if Defendant is resentenced and released in order to continue to receive services. CJCJ will share with the District Attorney’s office data regarding all persons they serve as part of this resentencing program. That data will be anonymized and free of personal identifiable information. The District Attorney agrees not to use any such data provided by CJCJ in any proceeding against an individual, including but not limited to recall and resentencing proceedings, habeas proceedings, parole consideration hearings, and parole court proceedings.

Defendant’s attorney, and the Defendant, acknowledges that they have read this agreement and have discussed it between themselves.

Both the attorney and the Defendant fully understand the terms of this agreement.

I, \_\_\_\_\_, have read this agreement and carefully reviewed it with my attorney. I understand it, and I voluntarily, knowingly, and willfully agree to it without force, threat, or coercion. No other promises or inducements have been made to me other than those contained in this agreement.

\_\_\_\_\_  
Defendant’s Signature

\_\_\_\_\_  
Print Defendant’s Name

\_\_\_\_\_  
Date

I am the attorney of the signatory above. I have carefully reviewed this agreement with my client.

\_\_\_\_\_  
Defense Attorney’s Signature

\_\_\_\_\_  
Print Defense Attorney’s Name

\_\_\_\_\_  
Date