



**OFFICE OF THE AGENCY DIRECTOR**

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1225 Fallon Street, Room 900  
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Tel. (510) 272-6222  
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January 26, 2021

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street, Suite 536  
Oakland, CA 94612

Dear Board Members:

**SUBJECT: APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES AND ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE FOR REIMBURSEMENT OF COSTS INCURRED IN THE OPERATION OF THE PROPOSITION 47 COHORT II PROGRAM**

**RECOMMENDATION**

- A. Approve the Memorandum of Understanding (MOU) between Alameda County Behavioral Health Care Services (ACBH) and Alameda County District Attorney's Office (ACDAO) for ACBH to reimburse ACDAO for costs incurred in the operation of the Proposition 47 Cohort II Program for the retroactive period effective 1/1/20 through the end of the Proposition 47 Cohort II grant period, in an amount not to exceed \$1,150,000; and
- B. Authorize the Auditor-Controller to make the related budget adjustments as per the attached Financial Recommendation.

**SUMMARY/DISCUSSION**

On September 17, 2019 (Item No. 12), your Board approved a \$6,000,000 grant from the California Board of State and Community Corrections (BSCC) to fund rehabilitative programs for criminal justice systems-involved adults for the period of August 15, 2019 through May 15, 2023. Passed in 2014, Proposition 47 reclassified certain low-level crimes from felonies to misdemeanors, mandating that the resulting state savings be directed toward mental health, substance use, and other community-based programs to prevent recidivism.

The current award is from the second Cohort of awards under Proposition 47. Alameda County was awarded a \$6 million grant under Cohort I as well. Services provided under Cohort I will continue through August 31, 2021.

Similar to the first cohort project, Alameda County's Proposition 47 Cohort II Program will be implemented by Alameda County Behavioral Health Care Services Department (ACBH), which serves as the Lead Agency, and Alameda County District Attorney's Office (ACDAO), which serves as a partner agency. For this purpose, ACDAO intends to engage an employee as an Assistant District Attorney and a community-based organization to implement Proposition 47 Cohort II Program diversion and related services in partnership with ACBH during the grant period. To cover the full cost of the staff, ACDAO will provide \$138,000 per year in match funding for the same period, for a total amount of \$414,000.

The second cohort project proposal will continue to target adults who are justice-involved (i.e. have been arrested, charged with, and/or convicted of a criminal offense) and have a history of mental health issues and/or substance use disorders. The Project components include the following:

- Creating one additional mental health treatment and case management team, which will have the capacity to serve 80 justice-involved clients with serious mental illness
- Expanding the substance use disorder hotline and adding additional recovery residence beds in North and South County
- Expanding the housing resources fund to continue providing rental assistance, utilities, and other supports to at least 270 justice-involved individuals with serious mental illness and/or substance use disorders
- Creating a multi-disciplinary diversion program to help divert individuals with mental illness from the criminal justice system, with the addition of a new assistant district attorney and a new probation officer with a clinical background who manages a specialized behavioral health caseload.

On November 8, 2020 ACBH and ACDAO entered into an MOU to outline reimbursement for the Proposition 47 Cohort II Program operational costs incurred by ACDAO. HCSA and ACDAO request your Board's approval of this MOU.

The Proposition 47 programs have been and will continue to be a key component of the re-entry system of care that the County's Community Corrections Partnership is building to better address the challenges facing residents returning to the County from jail and prison.

## **FINANCING**


Funding to cover the reimbursement of costs to ACDAO will be provided by the BSCC Proposition 47 grant which is already included in the ACBH FY 20-21 Approved Budget. A budget adjustment is needed to reflect that ACDAO will receive these funds through Interagency Fund Transfer, and this

will also be included in relevant subsequent fiscal years. Approval of this recommendation will have no impact on net County costs.

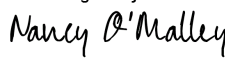
**VISION 2026**

Mental health services for justice-involved adults provided under the Proposition 47 Cohort II Program grant meet the 10X goal pathways of **Healthcare for All** and a **Crime Free County** in support of the shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:  
  
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Colleen Chawla, Director  
Health Care Services Agency

DocuSigned by:  
  
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Nancy O'Malley, District Attorney  
Alameda County District Attorney's Office

CC/jl/ay/ah

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES  
AND ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE**

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This Memorandum of Understanding (MOU) is made and entered into this 16<sup>th</sup> day of October, 2020, by and between the Alameda County Behavioral Health Care Services (ACBH), a department of the Alameda County Health Care Services Agency (HCSA), and the Alameda County District Attorney's Office (ACDAO);

Whereas, ACBH and ACDAO are agencies or departments of the County of Alameda (County); and

Whereas, ACBH (as the Lead Agency) and ACDAO (as a Partner Agency) applied for a State of California, Board of State and Community Corrections (BSCC) Reinvestment Grant to serve criminal justice populations; and

Whereas, in August 2019, BSCC awarded a \$6 million grant (Grant) to HCSA; and

Whereas, the Grant period is for three years and five months; and

Whereas, the County's Prop 47 program will fund mental health, substance use, housing, and diversion services and resources to justice-involved individuals; and

Whereas ACBH and ACDAO desire to enter into a partnership to deliver these services under the Grant,

NOW, THEREFORE, ACBH and ACDAO agree as follows:

ACBH agrees to share the costs incurred in operating the Proposition 47 program and reimburse ACDAO an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) per year, for the grant period, beginning on January 1, 2020, and One Hundred Thousand Dollars (\$100,000) one time in Fiscal Year 2020-2021. Reimbursement to ACDAO shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) for the term of this MOU. The funds shall be allocated as follows:

**1. District Attorney Staff**

ACDAO may use up to One Hundred Fifty Thousand Dollars (\$150,000) per year to partially fund a Deputy District Attorney, for a total of Four Hundred Fifty Thousand Dollars (\$450,000) over the course of the Grant period.

To cover the full cost of this staff, ACDAO agrees to provide at least One Hundred Thirty Eight Thousand Dollars (\$138,000) per year in match funding, for a total of Four

Hundred Fourteen Thousand Dollars (\$414,000) over the same period. ACDAO agrees to track and report this leverage amount and source on at least a quarterly basis for ACBH to report to the BSCC.

The purpose of this staff is to coordinate the diversion portion of the Proposition 47 Program; this staff may support related Prop 47 or behavioral health initiatives with the approval of the ACBH Proposition 47 Program Director and the BSCC.

## **2. Community Based Organization Contract**

ACDAO may use up to Two Hundred Thousand Dollars (\$200,000) per year to fund a diversion program contract with a community-based organization (CBO), for a total of Six Hundred Thousand Dollars (\$600,000) over the course of the Grant period.

To support this program, ACDAO agrees to incorporate two peer support specialists (with lived experience in the criminal justice system) at any time. The costs of these staff will be match funding, and ACDAO will support reporting this leverage amount and source on at least a quarterly basis for ACBH to report to the BSCC. ACDAO will try in good faith to ensure that the match funding is at least Two Hundred Fifty Thousand Dollars (\$250,000) per year, for a total of Seven Hundred Fifty Thousand Dollars (\$750,000) over the grant period.

The CBO contract will cover a diversion program that is implemented by a licensed clinical social worker and two peer support specialists (with lived experience in the criminal justice system). The contract must be reviewed and approved by the ACBH Proposition 47 Program Director to ensure consistency with the Grant award. Any significant deviations from the Grant award contract must be approved by the ACBH Proposition 47 Program Director and BSCC. ACDAO shall submit the final executed contract with the CBO to ACBH within 30 days of the effective date of the contract.

## **3. Program Administration**

ACDAO may use up to One Hundred Thousand Dollars (\$100,000) one time in Fiscal Year 2020 to 2021 to cover the cost of program administration.

ACDAO shall submit a budget to ACBH for its review and approval within 30 days of the effective date of this MOU. The budget shall detail the costs of services outlined in the County's Proposition 47 proposal to be reimbursed under the terms of this MOU. ACBH will reimburse ACDAO for any expenditures approved of and reimbursed to ACBH by the BSCC. If the BSCC does not approve of any of ACDAO's expenditures, ACBH will not reimburse that amount to ACDAO; if ACBH has already reimbursed ACDAO for an expenditure that is subsequently rejected or recouped by the BSCC, ACDAO will return that amount to ACBH.

ACBH and ACDAO will designate in writing their points of contact in regard to the administration of Prop 47.

### Reimbursement

1. ACDAO shall submit its billing for reimbursement within ten (10) days at the end of each quarter to ACBH. Reimbursement will be made through the County Alcolink journal voucher. Billing will be sent to:

Contract Person: Ashley Hernandez  
Title: Financial Services Specialist II  
Address: 2000 Embarcadero, #101  
Oakland, CA 94606  
Telephone: (510) 383-1526  
Email: [ashley.hernandez@acgov.org](mailto:ashley.hernandez@acgov.org)

Each journal voucher must be sent together with a billing invoice and supporting documents that include a description of services provided, including:

- a. **For the Deputy DA:** The name of the staff person, title, description of services provided, salary, benefits, and percent FTE working on Proposition 47 and related behavioral health initiatives.
- b. **For the CBO Contract:** Invoices from the CBO provider, with itemized costs for staff salaries, benefits, operations, supplies, and indirect costs.

Note: ACDAO will require in its contract with the CBO the following provisions: the CBO is required to maintain all supporting documents, including receipts or invoices for all costs for at least three (3) years following the end of the Grant period. ACBH may inspect the CBO's supporting documentation at any time, and the BSCC will have the right to inspect the supporting documents during periodic site visits. If the CBO does not maintain supporting documentation, it will be required to reimburse any unsupported costs determined in an audit to BSCC via ACBH.

- c. **For the Program Administration:** ACDAO will submit documentation itemizing the costs claimed for program administration.

The billing invoice and supporting documents must also indicate the leveraged funds for the position and program described above, including the amount and source of leverage and evidence of leverage.

2. The points of contact responsible for administration of this MOU are:

Contract Person: Ashley Hernandez  
Title: Financial Services Specialist II  
Address: 2000 Embarcadero, #101  
Oakland, CA 94606  
Telephone: (510) 383-1526  
Email: [ashley.hernandez@acgov.org](mailto:ashley.hernandez@acgov.org)

ACDAO Office Name: Dawn DeMarcus  
Title: Finance Director  
Address: 1225 Fallon St., 9<sup>th</sup> Floor  
Oakland, CA 94612  
Telephone: 510-272-6222  
Email: [Dawn.DeMarcus@acgov.org](mailto:Dawn.DeMarcus@acgov.org)

This MOU expires upon the expiration of the Grant period. ACBH or ACDAO may terminate this MOU prior to the expiration date by mutual written agreement.


In the event that funding for Prop 47 is reduced, ACBH and ACDAO agree that services provided through the Grant may be proportionately reduced. If termination of Prop 47 funding from the State occurs and the ACBH or ACDAO receive no comparable funding to replace the terminated Prop 47 funding before the date of funding termination, this MOU shall terminate on the date of funding termination, unless terms of the MOU are renegotiated and amended.

This MOU may be supplemented, amended, or modified only by the mutual agreement of the ACBH and ACDAO. No supplement, amendment, or modification of this MOU shall be binding unless it is in writing and signed by authorized representatives of both ACBH and ACDAO.

To the extent that there is any conflict between this MOU and either the Grant or the County's Proposition 47 proposal, the Grant or the County's Proposition 47 proposal shall control.

Alameda County District Attorney's Office

Alameda County Behavioral Health Care Services

  
\_\_\_\_\_  
Nancy O'Malley, District Attorney

11-8-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Karyn L. Tribble, Director

10/29/2020 (20)  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:



**FINANCIAL RECOMMENDATION**

**AGENDA DATE:** 2/9/2021

**Subject of Board Letter:**

APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES AND ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE FOR REIMBURSEMENT OF COSTS INCURRED IN THE OPERATION OF THE PROPOSITION 47 PROGRAM

**BY:** 2021

**FUND:** 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

*Informational*

ORG	ACCT	PROG	PROJ/GR	AMOUNT
230100	660011			\$ 200,000
<b>ORG TOTAL</b>				\$ 200,000

*Informational*

ORG	ACCT	PROG	PROJ/GR	AMOUNT
<b>ORG TOTAL</b>				\$0

**GRAND TOTAL ANTICIPATED REVENUE** \$200,000

The increase (decrease) in appropriations, as follows:

*Informational*

ORG	ACCT	PROG	PROJ/GR	AMOUNT
<b>ORG TOTAL</b>				\$0

*Informational*

ORG	ACCT	PROG	PROJ/GR	AMOUNT
230100	600000			
	610000			\$200,000
<b>ORG TOTAL</b>				\$200,000

**GRAND TOTAL APPROPRIATION** \$200,000