

# Alameda County Sheriff's Office

LAKESIDE PLAZA, 1401 LAKESIDE DRIVE, 12th FLOOR, OAKLAND, CA 94612-4305



Gregory J. Ahern, Sheriff

Coroner - Public Administrator - Marshal  
Director of Emergency Services

AGENDA ITEM \_\_\_\_\_ December 7, 2010

December 2, 2010

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

Dear Board Members:

**SUBJECT: AUTHORIZE THE SHERIFF TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN ALAMEDA COUNTY AND CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**

**RECOMMENDATION:**

It is respectfully requested that your Honorable Board authorize the Sheriff to execute a Memorandum of Understanding (MOU) between Alameda County and the California Department of Corrections and Rehabilitation (CDCR) from December 7, 2010 to October 31, 2015. The purpose of this MOU is to work collaboratively in an effort to better serve the offender population with reentry needs in the County.

**DISCUSSION/SUMMARY:**

The Alameda County Sheriff's Office will establish a formal partnership with CDCR, and will work collectively with other Alameda County governmental agencies, CDCR's Division of Adult Parole, and Community Based Organizations to increase communication and cooperation to better serve the offender population with reentry needs in Alameda County.

CDCR will provide the Sheriff's Office with an identified list of inmates who live in Alameda County and are scheduled for Parole. Alameda County will establish a committee that includes Sheriff's Office personnel, which allows CDCR to meet directly with local providers and County agencies to address any challenges or concerns related to the release of prisoners from CDCR institutions, back into Alameda County.

**FINANCING**

There is no increase in the net County cost based on this action.

Regards,

*JAMES C. BAKER, A/S*

*GJA*

Gregory J. Ahern  
Sheriff-Coroner

GJA:DDT:dt

cc: Susan Muranishi, County Administrator  
Richard Winnie, County Counsel  
Patrick O'Connell, Auditor-Controller

# MEMORANDUM OF UNDERSTANDING

## BETWEEN CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION AND THE ALAMEDA COUNTY SHERIFF'S OFFICE

### PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a formal partnership between the California Department of Corrections and Rehabilitation (CDCR) and the Alameda County Sheriff's Office (Sheriff's Office), collectively the "Parties", in order to support the goals and objectives outlined herein and each Party's strategic goals and objectives aimed at reducing recidivism among parolees returning to Alameda County.

In addition, CDCR and the Sheriff's Office agree to work collectively with Alameda County governmental agencies and Community Based Organizations (CBO's) to utilize this formal partnership MOU to better serve the offender population with reentry needs in the County.

### SUMMARY OF PARTNERSHIP

The partnership includes the following elements:

#### **1. Data and Information Sharing**

GOAL: Utilize the data and information CDCR already collects to enable Alameda County to prepare for prisoners returning to the County prior to release. The Sheriff's Office shall protect the data and information provided by CDCR pursuant to this MOU from unauthorized and/or unlawful use and/or disclosure.

a. CDCR will provide the Sheriff's Office with de-identified demographic and offender characteristics data on individual inmates incarcerated from and returning to Alameda County. De-identified data will contain no personally identifying information such as names, addresses, dates of birth or agency identifiers.

- o Demographics will be limited to gender, race/ethnicity and age at assessment. Geographic location shall be limited to zip codes within cities of Alameda County.
- o Offender characteristics will include COMPAS assessment information related to levels of needs in specific criminogenic areas such as residential instability, substance abuse, violence and vocation-education.
- o CDCR will deliver the data monthly to the Sheriff's Office via email in an attached excel spreadsheet.

b. The Sheriff's Office agrees to indemnify, defend and save harmless CDCR, its officers, agents and employees from any and all claims and losses accruing or

resulting from the Sheriff's Office's failure to protect the data and information provided by CDCR from unauthorized and/or unlawful use and/or disclosure.

c. Upon approval of the Sheriff's Office, the data will be utilized to assess the gaps in services as well as identify increased needs for Alameda County's offender population.

d. If both parties later decide to share confidential information, a fully documented Data Sharing Agreement will be signed by both parties outlining the exact data fields to be shared, the mutual responsibilities for data safekeeping, and the agreed upon procedures for disclosure notifications.

e. CDCR will provide the data described under section 1.a. for a period of one year. After one year, the Parties will evaluate the utilization and continued usefulness of the information being shared. If the Sheriff's Office would like the data sharing to continue after one year, the Parties will revisit the portions of this MOU pertaining to data sharing frequency, content, and mechanisms.

## **2. Coordination with reentry service providers and local stakeholders**

GOAL: Increase the level of coordination and collaboration between CDCR institutions, CDCR parole, Alameda County governmental agencies and CBO's that ensures available resources are prioritized in the most effective manner to meet the risk and needs of Alameda County parolees.

a. Alameda County governmental agencies and CBO's will establish a committee (that includes the Sheriff's Office) that would enable CDCR to meet directly with local providers and county agencies to address any issues related to the release of prisoners from CDCR institutions.

b. The Sheriff's Office, Alameda County governmental agencies and CBO's will work with CDCR's Division of Adult Parole Operations to increase communication and coordination between parole officers and local reentry services providers.

c. CDCR will develop protocols for community partners to better access inmates incarcerated in CDCR institutions within the greater Bay Area region and who will be returning to Alameda County, in order to facilitate a seamless reentry into the community.

## **3. Pilot innovative programming and service delivery models**

GOAL: Increase the use of Alameda County as a "laboratory" for piloting appropriate and effective reentry programming that meets parolees' criminogenic needs.

a. The Sheriff's Office, Alameda County governmental agencies, CBO's and CDCR will collaborate in order to identify, develop and pilot new approaches to reentry programming that meets the criminogenic needs of Alameda County parolees

(e.g., health, employment, substance abuse, mental health, housing, etc.), including those incarcerated at Santa Rita Jail.

- b. The Sheriff's Office, Alameda County governmental agencies, CBO's and CDCR will collaborate to explore new approaches to the structure and design of the Parole and Community Team (PACT) meetings that would allow parolees and providers the opportunity for a more individualized interaction during the meetings. (For example, offering providers assessment data/case plans for the parolees, enabling time to arrange a first appointment with the parolees, etc.).
- c. The Sheriff's Office, Alameda County governmental agencies, CBO's and CDCR will collaborate in order to assess the impact of pilot programs, including the PACT meetings, on parolee outcomes.

#### **4. Expanding resource and program opportunities**

GOAL: Increase the resources available to support formerly incarcerated people in Alameda County.

- a. The Sheriff's Office, Alameda County governmental agencies, CBO's and CDCR will identify joint resource development opportunities and work in partnership to pursue those opportunities.
- b. The Parties will provide letters of support/memoranda of understanding on applications for new resources that coincide with CDCR's/Sheriff's Office's Strategic Plan(s). Each Party will individually determine on a case-by-case basis appropriate review process for approval of such documents.

#### **CONTINGENT OBLIGATIONS**

The Parties acknowledge that the provisions of this MOU do not require and do not bind either party to an expenditure of funds or any other provision of resources. The Parties agree that the performance of their duties under this MOU is contingent on available resources.

Obligations arising under this MOU may require the occurrence of an agreed upon addendum(a) outlining the specific duties of the Parties to be entered into by both Parties subsequent to execution of the MOU.

#### **TERM**

This MOU shall be in effect as of December 7, 2010 and shall remain in effect until October 31, 2015.

#### **TERMINATION**

Any party may terminate this MOU prior to expiration upon 30-day written notice to other parties.



**GENERAL PROVISIONS**

1. Each Party assumes full responsibility for the acts and/or omissions of its respective employees or agents as they relate to the performance of this MOU. Each Party assumes full responsibility for workers' compensation insurance, and payment of all federal, State, and local taxes or contributions, including but not limited to unemployment insurance, Medicare and incomes taxes with respective to only its own employees.
2. The Parties have no existing financial interest and will not acquire any such interests, direct or indirect, which could conflict in any manner or degree with the performance of services under this MOU and that no person having such interests shall be subcontracted in connection with this MOU or employed by the Parties. Should a conflict of interest issue arise, the Parties shall fully cooperate in any inquiry and provide each other with all documents or other information reasonably necessary and allowable under law to investigate the issue.
3. This MOU is subjected to all federal, state and local laws, rules and regulations.

**SIGNATURES**

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

\_\_\_\_\_  
MATTHEW L. CATE  
Secretary

\_\_\_\_\_  
Date

ALAMEDA COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
GREGORY J. AHERN  
Sheriff

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Deputy County Counsel