



MARCUS DAWAL
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

August 12, 2024

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE A SECOND AMENDMENT WITH NORTHPOINTE, INC. TO EXCHANGE DATA ELEMENTS ON CRIMINAL OFFENDER RECORD INFORMATION; PROCUREMENT CONTRACT 24352

Dear Board Members:

RECOMMENDATIONS:

- A. Approve a Second Amendment to the Standard Services Agreement (Procurement Contract No. 24352) with Northpointe, Inc. (Principal: Matt Goddard; Location: Traverse City, Michigan) to add a Data Sharing Agreement and share data elements pertaining to the transfer and analysis of criminal offender record information pursuant to the authority granted in California Penal Code § 13202, with no change to the contract term of 7/1/2022 – 6/30/2025 and no increase to the contract amount of \$1,193,448; and
- B. Delegate Authority to the Acting Chief Probation Officer, or designee, to sign the data sharing agreement with Northpointe, Inc.

DISCUSSION/SUMMARY:

On August 9, 2022, your Board approved (Item No. 87) a contract with Northpointe, Inc. (Northpointe) for licensing, maintenance, and hosting of their COMPAS and COMPAS Offline risk and needs assessment software, with an initial term of 7/1/2022 – 6/30/2023 in the total contract amount of \$355,698. On April 18, 2023, your Board approved (Item No. 37) a two-year extension to the Standard Service Agreement to increase the contract amount from \$355,698 to \$1,193,448 and extend the contract term to 6/30/2025. Your Board is requested to approve a Second Amendment to the agreement to add a Data Sharing Agreement with Northpointe related to individuals in COMPAS database, dating back to January 2018.

In order to improve scoring and predictive accuracy, Northpointe will undertake an outcomes study to test the predictive validity of the General Recidivism Risk and Violent Recidivism Risk scales

in the COMPAS application for probationers in the system. To complete this study, an outcomes data frame will be constructed using assessment records from the COMPAS data base; offender records from the Probation's case management system (Enterprise Supervision), and criminal offender record information (CORI) from the California Department of Justice (DOJ). This will allow time ordering of relevant events for each person to determine their success on probation relative to their assessment scores, and evaluation of the performance of the risk scales.

The Data Sharing Agreement will be incorporated in the existing Standard Service Agreement, which shall include a comprehensive list of data elements.

SELECTION CRITERIA/PROCESS:

COMPAS is a proprietary software that has been exclusively validated and normed for the California population. This software is currently utilized by Alameda County Probation Department (ACPD), the California Department of Corrections and Rehabilitation, multiple California Probation Departments as well as the Alameda County Sheriff's Office. The utilization of this software by the Sheriff's Office provides ACPD the ability to access client assessments completed by this department prior to client's release and continuing with more up to date information once the client returns home. There is no system that offers this remedy that has been normed on such a large population in California and is currently being utilized in a similar urban environment.

The General Services Agency (GSA) approved Sole Source No. 8373 and issued a Finding Memo of Non-Competition on 07/18/2022 for Northpointe. The licensing, maintenance, and hosting of the COMPAS and COMPAS Offline risk and needs assessment software must be purchased directly from the Contractor and no subcontracting opportunities are available.

FINANCING:

There is no County cost associated with this Second Amendment and no impact to net County cost as a result of approving the above recommendations.

VISION 2026 GOAL:

The COMPAS Offline software application meets the 10X goal pathway of a **Crime Free County** in support of our shared visions of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,



Brian K. Ford
Acting Chief Probation Officer,

BF:ss

SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Northpointe Inc. which will do business in California as Northpointe Software, Inc., (“Contractor”) with respect to that certain agreement entered by them on December 23, 2022 and a First Amendment to Agreement entered by them on May 9, 2023, (referred to herein as the “Agreement”) pursuant to which Contractor provides Risk and Needs Assessment and COMPAS Research Services to County.


County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County.
2. The attached Exhibit F, Data Sharing Agreement, is incorporated into this Agreement by this reference.
3. Attached hereto is Exhibit D-2, a current Debarment and Suspension Certificate executed by Contractor.
4. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

ALAMEDA COUNTY PROBATION DEPARTMENT

NORTHPOINTE, INC. which will do business
in California as Northpointe Software, Inc.

By: 
Signature

By: 
Signature

Name: Nate Miley

Name: Eric Tumperi
(Printed)

Title: President of the Board of Supervisors

Title: General Manager & Group Leader

Date: 9/20/2024

Date: 8/12/2024

Approved as to Form:
Donna R. Ziegler, County Counsel

By: 
K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment.

Exhibit F ACPD Data Sharing Agreement

This Data Sharing Agreement dated _____, 2024, is incorporated into the Standard Service Agreement Procurement Contract No. 24352, by and between the County of Alameda, acting by and through its Probation Department (Probation) and Northpointe Inc. which will do business in California as Northpointe Software, Inc. (Northpointe) for the purpose of exchanging data elements outlined in Table 2. ACPD Probation Data Elements are contained in Appendix A.

1. RECITALS

A. Whereas, Northpointe and Probation have entered into an agreement for Northpointe to undertake an outcomes study to test the predictive validity of the General Recidivism Risk and Violent Recidivism Risk scales in the COMPAS application for probationers in the system.

2. PURPOSE OF THE DATA SHARING AGREEMENT

The purpose of this Data Sharing Agreement is to outline the terms and conditions agreed to by Northpointe and Probation regarding the transfer and analysis of criminal offender record information pursuant to the authority granted in California Penal Code § 13202.

3. DEFINITIONS

"Agreement" means this Data Sharing Agreement, including all documents attached or incorporated by reference.

"Criminal Offender Record Information (CORI)" means records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release. (California Penal Code §§ 11075, 13102).

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks, and/or workstations.

"Secure Data Storage" refers to the manual and electronic processes and technologies used to ensure the security and integrity of stored data. These processes and technologies may include the utilization of a locked room or cabinet to store hardware and/or physical data and documents, security software, password protection, and/or ciphers, algorithms, or other encoding mechanisms.

4. DESCRIPTION OF DATA TO BE SHARED

Probation will share data related to individuals in the COMPAS database, dating back to January 2018. A comprehensive list of data elements is outlined in Table 2. ACPD Probation Data Elements contained in Appendix A.

5. DESCRIPTION OF INTENDED USE

In order to complete the study, an outcomes data frame will be constructed using assessment records from the COMPAS data base; offender records from the Probation's case management system (Enterprise Supervision), and criminal offender record information (CORI) from the California Department of Justice (DOJ). This will allow time ordering of relevant events for each person to determine their success on probation relative to their assessment scores, and evaluation of the performance of the risk scales.

6. DATA TRANSMISSION

A. Transmittal Method:

- | | | |
|---------------------------------|---|--|
| <input type="checkbox"/> FTP | <input type="checkbox"/> Hardcopy | <input type="checkbox"/> Tape |
| <input type="checkbox"/> CD | <input type="checkbox"/> Removable Media
(flash drive) | <input type="checkbox"/> Database View |
| <input type="checkbox"/> E-mail | <input checked="" type="checkbox"/> Other (please describe) <u>Secure File Transfer Protocol (SFTP)</u> | |

B. Transmittal Frequency:

- | | | |
|--------------------------------------|---|--|
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly |
| <input type="checkbox"/> Annually | <input type="checkbox"/> As Needed/On request | <input checked="" type="checkbox"/> One-time |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Data will not be transmitted; users will
access data. | |

C. Transmittal security: All HIPAA protected data must be encrypted prior to email transmission.

7. DATA SECURITY

All data provided by Probation must be stored in a secured manner with access limited to the least number of persons needed to complete the purpose of this Agreement.

A. Protection of Data

Northpointe agrees to store data on the following media and protect the data as described:

1. Network server disks. Access to data stored on hard disks mounted on network servers and made available through shared folders must be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password. Backup copies for DR purposes must be encrypted if recorded to removable media.

B. Safeguards Against Unauthorized Access and Re-disclosure

Northpointe must exercise due care to protect all Criminal Offender Record Information data from unauthorized physical and electronic access. Both parties must establish and implement the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Agreement:

1. Access to the information provided by Probation must be restricted to only those authorized persons who need it to perform their official duties in the performance of the work requiring access to the information as detailed in the Purpose of this Agreement.
2. Northpointe must store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

3. Unless specifically authorized in this Agreement, the Northpointe must not store any confidential or sensitive Probation data on portable electronic devices or media, including, but not limited to laptops, handhelds/PDAs, Ultramobile PCs, flash memory devices, floppy discs, optical discs (CDs/DVDs), and portable hard disks.
4. Northpointe must protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal, or other means.
5. Northpointe must take precautions to ensure that only authorized persons and associates are given access to files containing confidential or sensitive data.
6. Northpointe must instruct all individuals with access to the Criminal Offender Record Information regarding the confidential nature of the information, the requirements of Use of Data and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.
7. Northpointe must take due care and take reasonable precautions to protect Probation's data from unauthorized physical and electronic access.
8. Northpointe must ensure that any material identifying individuals is not transferred, revealed, or used for other than research or statistical activities and reports or publications derived therefrom do not identify specific individuals.

C. Data Segregation

1. Probation data must be segregated or otherwise distinguishable from non- Probation data. This is to ensure that when no longer needed by Northpointe, all Probation data can be identified for return or destruction. It also aids in determining whether Probation data has or may have been compromised in the event of a security breach.
2. Probation data must be kept on media (e.g., hard disk, optical disc, tape, etc.) that contains no non-Probation data; or
3. Probation data must be stored in a logical container on electronic media, such as a partition or folder dedicated to Probation data; or
4. Probation data must be stored in a database that contains no non-Probation data; or
5. Probation data must be stored within a database and must be distinguishable from non-Probation data by the value of a specific field or fields within database records.
6. When stored as physical paper documents, Probation data must be physically segregated from non-Probation data in a drawer, folder, or other container.
7. When it is not feasible or practical to segregate Probation data from non- Probation data, then both Probation data and the non-Probation data with which it is commingled must be protected as described in this Agreement.

If Northpointe or its associates detect a compromise or potential compromise in the IT security for this data such that personal information may have been accessed or disclosed without proper authorization, Northpointe must give notice to Probation within one (1) business day of

the initial assessment or discovery, whichever is earlier, of the compromise or potential compromise.

Northpointe must take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. Northpointe's responsibility excludes any breach caused solely by Probation.

8. DATA OWNERSHIP

- A. Probation retains ownership of all data provided pursuant to this Agreement, including, but not limited to, any subsets generated from the raw data, individual-level subsets derived from the raw data, and any data sets generated by addition to or combination with any other data.
- B. Neither Probation nor Northpointe may relinquish or transfer ownership or physical custody of the data provided pursuant to this Agreement to any entity.

9. DATA SHARING AGREEMENT COMPLETION/TERMINATION

- A. The term of this Data Sharing Agreement is through June 30, 2025, or termination of the Agreement, whichever is earlier.
- B. Upon completion or termination of this Data Sharing Agreement, the data provided pursuant to the terms of this Agreement must be destroyed or returned to Probation with certification by Northpointe that the original and all copies of the data on all systems and media have been destroyed.
- C. This Data Sharing Agreement is binding as to the confidentiality, use of the data, and disposition of all data received because of this access, unless otherwise amended by the mutual agreement of both parties.
- D. Upon execution of this Data Sharing Agreement, all persons associated with Northpointe that have access to, or that have accessed the data provided, pursuant to the terms of this Agreement, must be notified of the non-disclosure provisions of this Agreement.
- E. Either party may terminate this Data Sharing Agreement for any reason, at any time, with prior written notice to the other party.

10. DATA CONFIDENTIALITY

- A. Regulations Governing Confidentiality of Data
 - i. Northpointe acknowledges the confidential nature of the data received from Probation and agrees that all persons associated with Northpointe who have access to the data must comply with all laws, regulations, and policies applicable for the protection of the confidentiality of the data. This compliance includes but is not limited to, the submission of an application as required by the CALIFORNIA DEPARTMENT OF JUSTICE, CRIMINAL JUSTICE INFORMATION SERVICES DATA ANALYSIS PROGRAM RESEARCH AND DATA REQUEST.
(<https://www.oag.ca.gov/sites/all/files/agweb/pdfs/corp/research-request-packet.pdf>).
 - ii. Any willful, malicious, negligent, or knowing disclosure of the data received pursuant to this Agreement to unauthorized persons may be punishable by applicable state and federal laws, including California Penal Code §§ 11142, 13302. Any person who unlawfully discloses

confidential data that has been determined to incur any economic, bodily, or psychological harm because of the disclosure may also be liable for the damages incurred.

B. Limited Access to Data

- i. Only persons assigned by Northpointe may have access to review, manipulate, and maintain the data received for their organization. Northpointe must ensure that only authorized persons with a business need directly related to the purpose of the Agreement will be able to access the data received pursuant to this Agreement. Signed confidentiality agreements for all persons that will have access to the data must be obtained and maintained for the duration of the Agreement, and copies must be provided to Probation on request.
- ii. Protected Health Information: If the dataset includes healthcare information, appropriate HIPAA safeguards must be included and adhered to by Northpointe.

C. Safety and Security

Northpointe acknowledges and agrees to fully comply with the necessary strict disclosure provisions that minimize directly or indirectly revealing offender-level information that could jeopardize the safety or security of offenders and correctional staff, as well as the public at large.

11. CONSTRAINTS ON USES OF THE DATA RECEIVED

- A. The dataset received pursuant to this Agreement may be used ONLY for the purpose described in this Agreement and only for the term of the Agreement.
- B. This Agreement does not authorize a release of the data to any organization for discretionary use but allows access to the data only to carry out the purposes described in this Agreement. Any ad hoc analysis or other use of the data, not expressly specified in this Agreement, is not permitted without the prior written authorization of Probation.

12. NON-DISCLOSURE OF DATA

A. Non-Disclosure of Data Requirements:

- i. No person may disclose, in whole or in part, the data provided by Probation pursuant to this Agreement to any individual or agency, unless this Agreement specifically authorizes the disclosure.
- ii. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement and that have received approval from Probation.
- iii. Persons associated with Northpointe must not access or use the data for any commercial or personal purposes.

B. Any exceptions to these limitations must be approved in writing by Probation.

C. Penalties for Unauthorized Disclosure of Information:

Should Northpointe fail to comply with any terms of this Agreement, Probation has the right to take such action as it deems lawfully appropriate. The exercise of remedies pursuant to this paragraph may be in addition to all sanctions provided by law, and to legal remedies available to parties harmed or injured by unauthorized disclosure.

D. Associate Awareness of Use and Non-disclosure Requirements

**ACPD Data Sharing Agreement
Procurement Contract No. 24352**

Northpointe must ensure that all persons with access to the data provided pursuant to this agreement are aware of the use and disclosure requirements of this agreement and must advise them of the provisions of this agreement. This notification must include all IT support persons as well as those who will manipulate and/or analyze the data. All persons associated with Northpointe that will have access to the data must receive probation administered Live Scans at ACPD's expense.

SIGNATURES

The parties have executed this Data Sharing Agreement by and through their duly authorized representatives.

Alameda County Probation Department

By: _____
Brian K. Ford
Acting Chief Probation Officer

Date: _____

By: _____
Alexandria Garcia
Acting Chief of Research and Evaluation

Date: _____

Northpointe Inc. which will do business in California as Northpointe Software, Inc.

By: _____
Matt Goddard
Northpointe Inc., Group Leader

Date: _____

All individuals who are part of Northpointe's team and who will have access to the confidential individual-level data must sign this Data Sharing Agreement.

Northpointe Associates:

By: _____
Dr. Eugenie Jackson
Project Associate

Date: _____

By: _____
Christina Mendoza
Project Associate

Date: _____

APPENDIX A

Alameda County Probation Department Outcomes Study Data Management Notes

An outcomes study is being undertaken to test the predictive validity of the General Recidivism Risk and Violent Recidivism Risk scales in the COMPAS application in the Alameda County Probation Department (ACPD). An outcomes data frame will be constructed using assessment records from the COMPAS data base; offender records from the Department's offender management system, and criminal offender record information (CORI) from the California Department of Justice (DOJ). This note describes the preliminary management data for the proposed outcomes study.

ACPD Contacts:

Acting Chief Probation Officer: Brian Ford: brford@acgov.org

IT Contact: Robert Walton: rwalton@acgov.org

Managers: Alex Garcia: Alexandria.Garcia@acgov.org; Ian Long: ilong@acgov.org

Steps to Construct the Data Frame for the Validation Study

1. Clean COMPAS database: completed, computed, and intact General Recidivism Risk and Violent Recidivism Risk Scales for persons with probation status of "Probation (Currently Active)" (denoted in the COMPAS database). See Table 1.
2. Send COMPAS IDs to ACPD Probation.
3. Obtain Probation Records since January 2018 for all persons in the COMPAS database. COMPAS screening dates start in June 2018. See Table 2.
4. Construct multiple record data set and align COMPAS screening dates with Probation Start Dates.
5. Build person-period data set with start-stop intervals.
6. Obtain criminal offender information from the California DOJ. (We will send identifying information to DOJ after IRB approval. This will most likely consist of "a Subject Search List where only NAME and DOB for each subject of interest would be required, and other fields, such as CII, DOB, California Driver's License, Social Security Number, and Gender would be optional... all information supplied for each subject would be used to match with subjects within the criminal history system." – *email from Gilbert Samia, California DOJ, 1/12/24*)
7. Add conviction dates (from ACPD OMS/CM database, Table 2) to person-period data set.
8. Add associated offense/arrest dates (from DOJ records) to person-period data set.
9. Put together outcomes data sets with failure defined as a "a subsequent criminal conviction while on probation supervision" for a new offense within three years of the COMPAS screening date for cases with at least three years of follow-up. https://www.cpoc.org/sites/main/files/file-attachments/cpoc_definition_of_recidivism_may_2012.pdf?1501699428

Required Data Elements and Data Sources

Table 1. COMPAS Data Elements

<i>Data Element</i>	<i>Data Source</i>
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**ACPD Data Sharing Agreement
Procurement Contract No. 24352**

Offender_number [PIN]	ACPD COMPAS SQL Database (equivant/NP Hosted)
Fullname	ACPD COMPAS SQL Database (equivant/NP Hosted)
DOB	ACPD COMPAS SQL Database (equivant/NP Hosted)
Sex	ACPD COMPAS SQL Database (equivant/NP Hosted)
Assessment_id	ACPD COMPAS SQL Database (equivant/NP Hosted)
Screening_date	ACPD COMPAS SQL Database (equivant/NP Hosted)
Items	ACPD COMPAS SQL Database (equivant/NP Hosted)
Scores	ACPD COMPAS SQL Database (equivant/NP Hosted)

Table 2. ACPD Probation Data Elements

<i>Data Element</i>	<i>Data Source</i>
COMPAS Offender_number [PIN]	Enterprise (Probation Hosted)
First Last Middle	Enterprise (Probation Hosted)
DOB	Enterprise (Probation Hosted)
Probation Start Dates	Enterprise (Probation Hosted)
Probation Start Reasons	Enterprise (Probation Hosted)
Probation Stop Dates	Enterprise (Probation Hosted)
Probation Stop Reasons	Enterprise (Probation Hosted)
Probation Case Numbers*	Enterprise (Probation Hosted)

*For each probation term

Table 3. Automated Criminal History System (ACHS) Criminal Offender Record Information (CORI) Data Elements (California DOJ)

<i>Data Element</i>	<i>Data Source</i>
SID	California Dept. of Justice (DOJ) ACHS / CORI
Tracking Number ¹	
Name	California Dept. of Justice (DOJ) ACHS / CORI
DOB	California Dept. of Justice (DOJ) ACHS / CORI
Offenses	California Dept. of Justice (DOJ) ACHS / CORI
Offense Dates	California Dept. of Justice (DOJ) ACHS / CORI
Arrest	California Dept. of Justice (DOJ) ACHS / CORI
Arrest Dates	California Dept. of Justice (DOJ) ACHS / CORI
Dispositions	California Dept. of Justice (DOJ) ACHS / CORI
Sentences	California Dept. of Justice (DOJ) ACHS / CORI

¹ Incident tracking number linking all offenses, arrests, and dispositions; all incident information should align with sentencing records.

EXHIBIT D-2

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on the attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____