

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Pennsylvania Department of Corrections (“DOC”) and the Pennsylvania Board of Probation and Parole (“Board”).

WHEREAS, pursuant to Section 6111 of the Prisons and Parole Code, 61 Pa.C.S. § 6111(a), the Board is an independent administrative board responsible for the administration of probation and parole laws of this Commonwealth;

WHEREAS, in furtherance of its statutory responsibilities, the Board supervises parolees and technical parole violators and coordinates the reentry of parolees into the community;

WHEREAS, pursuant to Sections 201, 206 and 900-B *et seq.*, of the Administrative Code of 1929, 71 P.S. §§ 61, 66, 186, 310-0 *et seq.*, the DOC is an executive agency of the Commonwealth of Pennsylvania responsible for the operation of the state correctional system;

WHEREAS, pursuant to Chapters 39, 41, 47, 49 and 50 of the Prisons and Parole Code, 61 Pa.C.S. §§ 3901 *et seq.*, the DOC operates programs, services, and facilities to prepare for and support and/or supervise community reintegration for reentrants, specifically, including the supervision of individuals sentenced to state intermediate punishment, the operation of community corrections centers, the provision of community corrections residential and non-residential facilities, and the coordination of other services related to reentry;

WHEREAS, pursuant to Chapter 49 of the Prison and Parole Code, 61 Pa.C.S. §§ 4901 *et seq.*, the parties are jointly responsible to establish and operate a Safe Community Reentry Program to reduce recidivism and ensure the successful reentry of offenders into the community;

WHEREAS, Sections 501 and 502 of the Administrative Code of 1929, 71 P.S. §§ 181 and 182, require Commonwealth departments and agencies to coordinate their work and activities with other Commonwealth departments and agencies;

WHEREAS, Section 501 of the Administrative Code, 71 P.S. § 181, authorizes the parties to enter into agreements for cooperation and coordination of work and the elimination of duplicating and overlapping of functions and allow the respective parties to share in the use of employees, land, buildings, facilities and equipment; and

WHEREAS, the parties desire to cooperate to the greatest extent possible to coordinate overlapping functions, to increase efficiency and provide for the continuity of supervision delivery and of rehabilitative efforts, specifically including the areas of reentry (parole supervision and community corrections) and administrative functioning (records, business operations) and any other areas where coordination of work will eliminate duplicating and overlapping functions.

NOW THEREFORE, the parties to this MOU set forth the following as the terms and conditions of their understanding:

A. Consolidation and Coordination of Resources and Functions.

1. The DOC shall create a new organizational structure within the DOC, organized in a manner, among other things, to provide centralized direction and services for the purpose of coordinating community supervision of parolees and all other reentry services as well as to consolidate certain other administrative functions of the DOC and the Board.

2. The parties shall consolidate the resources of each party's respective community supervision and reentry services into the new organizational structure within the DOC as provided in this MOU.
3. The DOC shall designate employees, land, buildings, quarters, facilities, equipment and other resources as necessary to establish the new organizational structure and to carry out its responsibilities under this MOU.
4. The Board shall cooperate with the DOC and make available to the DOC any employees, land, buildings, quarters, facilities, equipment and other resources as necessary to establish the new organizational structure within the DOC and carry out its responsibilities under this MOU.
5. The new organizational structure will fully integrate community supervision of parolees and reentry services staff of both agencies in the following manner:
 - a. The organizational structure, as currently detailed in Attachment A, will be established upon approval by the Executive Board to combine the resources of both parties. The organizational structure may be modified by the DOC, with the approval of the Executive Board as defined under Section 204 of the Administrative Code, 71 P.S. § 64, as necessary to accomplish the goals of this MOU without need for a formal amendment. Any revisions to Attachment A will be shared with the Board as soon as practicable.
 - b. The new organizational structure will be responsible for all aspects of community reentry and parole supervision for both parties. It will be responsible for the coordination of supervision and reentry tasks, including, but not limited to:

- i. compiling records related to inmates' adjustment during incarceration;
 - ii. assisting in re-entry planning (processing home plan, coordinating access to benefits, etc.);
 - iii. placement and supervision of reentrants; and
 - iv. processing reentrants that violate parole into appropriate facilities and developing plans for future reentry.
- c. The Secretary of the DOC ("Secretary") shall upon full execution of this MOU name a Chief Deputy Secretary for Community Corrections and Reentry to manage and coordinate functions of the new organizational structure.
- d. The new organizational structure will consist of personnel and resources provided by both parties.
 - i. Board parole agents and staff responsible for community supervision shall perform their duties under the supervision of the appropriate arm of the new organizational structure.
 - ii. The functions and responsibilities of the DOC's Bureau of Community Corrections will be encompassed within the new organizational structure.
 - iii. The parties' records offices shall consolidate functions within the DOC's new organizational structure.
 - iv. The parties' business administration offices shall consolidate functions within the DOC's new organizational structure.

- v. The parties' internal affairs and investigative offices shall consolidate functions within the DOC's new organizational structure.
 - vi. The parties' audit and accreditation offices shall consolidate functions within the DOC's new organizational structure.
 - vii. The parties' training academies shall consolidate functions within the DOC's new organizational structure.
 - viii. Personnel from each party shall perform duties within the new organizational structure within the DOC as deemed necessary to accomplish the goals of this MOU.
- e. Employees assigned to work within the new organizational structure may be located at any of the offices or facilities operated by the DOC or the Board.
 - f. A delegate from the new organizational structure will be invited to attend and participate in executive team meetings and planning efforts for both parties in order to be most responsive to the needs of each party.
6. For duties performed pursuant to this MOU, Board employees will remain on the Board's complement and DOC employees will remain on the DOC's complement.
 7. To ensure coordination of functions the Secretary or the Secretary's designee shall have the authority to establish policies and procedures regarding parolee supervision and provision of reentry services within the new organizational structure.

8. The Board will continue to exercise its exclusive and independent decision making role with regard to decisions to parole, reparole, commit and recommit for violations of parole and to discharge persons sentenced by any court at any time to imprisonment in a correctional institution.
9. Nothing in this MOU shall be construed to require the unlawful access to or disclosure of confidential or privileged information maintained by the parties (*i.e.*, records maintained under the Crime Victims Act, 18 P.S. § 11.709, etc.).
10. The Chairman of the Board shall designate an executive assistant to serve as the day-to-day liaison for all Board requests that will be handled within the new organizational structure.
11. Employees within the new organizational structure will have full accessibility to both DOC and Board data and records necessary to perform the combined functions and goals outlined in this MOU.
12. Beginning July 15, 2018, the DOC will post annual reports to on its public website containing data related to recidivism rates, home plan processing rates and other relevant work under the reorganized structure.
13. This MOU does not modify the MOUs previously entered into by the parties on September 27, 2007, January 5, 2017 or March 16, 2017 with regard to the consolidation of information technology, management of data and research functions.
14. The parties shall, in cooperation with the Office of the Budget, ensure that all administrative and operating costs are charged to the proper line item appropriations made to the Department of Criminal Justice in Section 212 of the

Act of July 11, 2017 (P.L. __, No. 1A) and all subsequent general appropriation acts until such time as this MOU is amended or terminated.

B. General Provisions.

1. This MOU is not intended to, and does not create, any contractual rights or obligations with respect to the signatory agencies, or other parties.
2. Any dispute arising hereunder shall be submitted to the Office of General Counsel for final resolution.
3. The laws of the Commonwealth of Pennsylvania shall be used to interpret this MOU.
4. This MOU is effective upon the date when the last signature is affixed. This MOU shall continue until terminated by either party upon one-hundred and twenty (120) days prior written notice.
5. This MOU shall only be modified in writing with the same formality as the original MOU, unless otherwise provided in the terms of this MOU.
6. This MOU represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings exist in regard to this relationship.
7. The contact person for this MOU for the Board shall be:

Leo L. Dunn, Esquire, Chairman
Pennsylvania Board of Probation and Parole
1101 South Front Street, Suite 5950
Harrisburg, PA 17104
Telephone Number: (717)787-5699
Email: leodunn@pa.gov

8. The contact person for this MOU for the DOC shall be:

Chris Oppman, Deputy Secretary for Administration
Pennsylvania Department of Corrections
1920 Technology Parkway
Mechanicsburg, PA
Telephone Number: (717) 728-2573
Email: coppman@pa.gov

9. Either party may change its designated contact person by providing written notice to the other party.

[SIGNATURE PAGE FOLLOWS.]

ATTACHMENT A
PENNSYLVANIA DEPARTMENT OF CORRECTIONS

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