K17-164

COOPERATIVE ENDEAVOR AGREEMENT

CITY OF NEW ORLEANS

AND

ORLEANS PARISH CRIMINAL DISTRICT COURT

MACARTHUR FOUNDATION SAFETY AND JUSTICE CHALLENGE DATA SHARING

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") is made and entered into on this 18th day of April, 2017 (the "Effective Date"), by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "City"), and Orleans Parish Criminal District Court, represented by Laurie White, Chief Judge (the "CDC").

WHEREAS, the City of New Orleans is the recipient of a grant from the John D. and Catherine T. MacArthur Foundation (the "Grant") to participate in the Safety and Justice Challenge (the "SJC"), Phase II, the goal of which is to reduce the use of local incarceration by reducing the flow of individuals into jail, shortening lengths of stay in jail, and diminishing racial and ethnic disparities in jail populations without compromising public safety by focusing arrest and release decisions on risk and not financial ability; diverting people with mental health and substance abuse problems toward community-based services; increasing advocacy for pretrial arrestees; and improving coordination among all agencies and at all decision points;

WHEREAS, as a condition of the City's receipt of this Grant, the City will provide certain data to the City University of New York, Institute for State and Local Governance (the "ISLG") to be used in the SJC;

WHEREAS, the MacArthur Foundation has contracted with the ISLG to act as the single point of contact for data and performance-related issues;

WHEREAS, ISLG will collect, consolidate, and analyze data from the Site for the purpose of establishing performance measures and monitoring those measures and will, where appropriate, transfer such data to other entities working on the SJC for the purposes of evaluation, jail population projections, data-driven technical assistance, and other research to further understand the outcomes of the SJC;

WHEREAS, ISLG has agreed all data provided by the City to ISLG, and all Data Work Product, is confidential. ISLG will hold all Data and Data Work Product in a secure manner and will protect it from disclosure;

WHEREAS, as part of this Grant, the City will be required to report on output and outcome measures related to activities implemented as part of the Grant using certain data;

WHEREAS, certain of the necessary data is owned by CDC;

WHEREAS, pursuant Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and

corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the CDC is a political body of the State of Louisiana;

WHEREAS, the City and the CDC desire to accomplish a valuable public purpose of reducing the use of local incarceration without compromising public safety by providing data to the ISLG for the SJC;

WHEREAS, the CDC will provide the City with access to data as specified herein; and

WHEREAS, the City will provide that data to the ISLG as specified herein.

NOW THEREFORE, the City and the CDC, each having the authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. <u>Obligations of the CDC.</u> The CDC will:

1. Provide the City with access to the following individual and case-level data:
    a. For cases/people at each of the system points below (as applicable):
        i. Unique Person ID
        ii. Unique Case ID (e.g. arrest ID, summons ID docket number, probation case number, etc.)
        iii. Date of birth
        iv. Gender
        v. Race
        vi. Ethnicity
        vii. Zip code (of home residence)
        viii. Any other information necessary to identify eligible/target populations for selected strategies
    b. For each court case:
        i. Date of filing (by prosecutor or other charging entity)
        ii. All filing charges (charge codes and levels)
        iii. If bail/bond set:
            1. Type (secure, unsecured, full cash, etc.)
            2. Amount
            3. Date set
            4. If paid/posted: date, amount, and type paid/posted; date of release from custody
            5. If bail/bond review: date, outcome (bail/bond lowered, eliminated, etc.), and release status following review
        iv. Release decision at bail/bond hearing/first appearance (e.g., remand, held on money bail, released on money bail, released on bond, RoR, supervised release, ATI, etc.)

v. Any further release decisions made
vi. All arraignment charges (if different from filing)
vii. Arraignment plea
viii. Arraignment outcome (e.g. continued, disposed, dismissed)
ix. Dates of all failures to appear and bench warrants issued
x. Dates, types, and outcomes of selected court appearances (including bail/bond hearing/initial appearance, arraignment, disposition, sentencing)
xi. Dates of all adjournments/continuances, and type and/or party requesting continuance
xii. Custody status at selected court appearances (in custody, out of custody)
xiii. Type of counsel present at selected court appearances (e.g. public defender, court-appointed counsel, private attorney)
xiv. If screened for diversion/deferral at any point during court processing: screening date/outcome
xv. If diverted/deferred at any point during court processing (including problem-solving court):
    1. Referral date
    2. Name and type of diversion/deferral program
    3. Any conditions applied
    4. Termination date and type (successful/unsuccessful) and specific conditions met (e.g. restitution paid) as applicable
    5. Date and charges of any subsequent arrests that occur during diversion/deferral (charge codes and levels)
xvi. Disposition (e.g. dismissal, guilty plea, conviction)
xvii. Disposition charges (if different from filing or arraignment)
xviii. If sentenced, sentence type and length.

c. **For each case screened/assessed by Pretrial Services:**
    i. All charges associated with the case (charge code and level—using charges at the point of assessment)
    ii. Date of risk assessment/screening
    iii. Outcome/recommendation of risk assessment/screening (risk level and score)
    iv. Pretrial release recommendation (release, release to supervision, etc.)
    v. Date of pretrial release recommendation
    vi. Pretrial release decision (by the court)
    vii. Date of pretrial release decision

d. **For each case released to pretrial supervision:**
    i. Enrollment and Termination dates
    ii. Any conditions applied
    iii. Termination type (successful/unsuccessful) and specific conditions met (e.g. restitution paid) as applicable
    iv. Date and charges of any subsequent arrests that occur during supervision (charge codes and levels)
    Dates of any failures to appear that occur during supervision (and associated bench warrants)

2. Provide this data three times throughout the SJC grant period, approximately in the spring of 2017, summer of 2017, and spring of 2018;

3. Authorize through this Agreement that New Orleans Police and Justice Foundation ("NOPJF") may pull the aforementioned individual and case level data when it is available through the Data Exchange Server ("DES");
4. Provide authorization to the City to access the same aforementioned variables from the DES for the duration of this Agreement for the purposes of output and outcome measurement; and
5. Maintain its systems' current connections to the DES, where it will not cause undue burden to the agency.

B. Obligations of the City. The City will:

1. Enter into an agreement with the ISLG regarding the use and protection of the data provided (see Attachment A);
2. Enter into an agreement with the NOPJF to receive individual and case level data from the CDC, where it exists on the DES;
3. Ensure the data extraction by NOPJF does not interfere with normal operations of CDC's case management system, and will not alter the underlying data;
4. Transfer the requested data from the NOPFJ to the ISLG using ISLG's secure file transfer protocol; and
5. Report data to criminal justice agencies and the public on a regular basis solely at the aggregate level, i.e. data summaries that do not identify individual cases or defendants, nor specify the section of court.

II. DURATION.

This Agreement will be effective for one (1) year from the Effective Date.

III. TERMINATION.

A. Termination for Cause or Convenience. Either party may terminate this Agreement for cause or for convenience at any time during the term of the Agreement by giving the other party written notice of its intention to terminate at least thirty (30) days before the intended date of termination.

IV. NOTICES.

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

   Criminal Justice Commissioner
   City of New Orleans
   1300 Perdido St., Suite 8W03
   New Orleans, LA 70112

   &

   City Attorney

City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the CDC:

Chief Judge
Orleans Parish Criminal District Court
2700 Tulane Avenue
New Orleans, LA 70119

&

Rob Kazik
Judicial Administrator
Orleans Parish Criminal District Court
2700 Tulane Avenue
New Orleans, LA 70119

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

V. MISCELLANEOUS PROVISIONS.

A. Ownership of Documents. It is the understanding of both parties that the CDC shall own all data provided under this Agreement and hereby provides the City with a transferable license to use the data and to sublicense the use of the data in accordance with the terms of this Agreement, i.e. only to the ISLG and other MacArthur Foundation partners, as identified in Attachment A. As between the parties hereto, any and all products of work prepared, created, or modified by the City or the City's sublicensee in the performance of this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, whether or not they make use of the CDC's data (collectively, "Work Product") are the exclusive property of the City, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of the City. The City shall have all right, title, and interest in all Work Product, including without limitation the right to secure and maintain the copyright, trademark, and/or patent of Work Product in the name of the City. This City may use or distribute all Work Product for any purpose without the consent of and for no additional consideration owing to the CDC.

B. Prohibition Against Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the CDC, will render this Agreement voidable by the City and

shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the CDC pursuant to this Agreement without regard to the CDC's satisfactory performance.

C. Non-Solicitation Statement. The CDC swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The CDC has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. Convicted Felon Statement. The CDC swears that it complies with City Code § 2-8(c). No principal, member, or officer of the CDC has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five years.

E. Governing Law. Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana.

F. Rules of Construction. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

G. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

H. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the City and the CDC, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

I. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

J. Agreement Binding. This Agreement is not assignable by either party unless reviewed and agreed to by all parties, or authorized pursuant to a mutually agreeable validly executed agreement.

K. Modifications. This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

L. Voluntary Execution. The CDC has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

M. Complete Agreement. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.

N. Electronic Signature. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

IN WITNESS WHEREOF, the City and the CDC, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

ORLEANS PARISH CRIMINAL DISTRICT COURT

BY: Laurie A White
LAURIE WHITE, CHIEF JUDGE

L. Voluntary Execution. The CDC has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

M. Complete Agreement. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.

N. Electronic Signature. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

IN WITNESS WHEREOF, the City and the CDC, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

ORLEANS PARISH CRIMINAL DISTRICT COURT

BY: _____
LAURIE WHITE, CHIEF JUDGE

Attachment A: DATA USE AGREEMENT
IN CONNECTION WITH THE SAFETY AND JUSTICE CHALLENGE GRANT

THE CITY OF NEW ORLEANS
AND
THE CITY UNIVERSITY OF NEW YORK INSTITUTE FOR STATE AND LOCAL GOVERNANCE

REGARDING DATA USE AND CONFIDENTIALITY

FOR THE
The John D. and Catherine T. MacArthur Foundation
Safety and Justice Challenge, Phase II

This Data Use Agreement ("Agreement" or "DUA") is made and entered into by and between the City of New Orleans ("Lead Agency") which will provide data for all of the agencies, organizations and entities listed in Section XIX (A) herein as "Authorizing Agencies," and Research Foundation of The City University of New York on behalf of The City University Of New York Institute for State and Local Governance ("ISLG").

WHEREAS, the John D. and Catherine T. MacArthur Foundation ("Foundation") has initiated and is providing funding for the "Safety and Justice Challenge" (the "SJC"), the goal of which is to safely reduce the use of local incarceration by reducing the flow of individuals into jail, shortening lengths of stay in jail, and diminishing racial and ethnic disparities in jail populations without compromising public safety; and

WHEREAS the Lead Agency participated in the first stage of the SJC, in which the Site developed a plan to further the goals of the SJC in its jurisdiction; and

WHEREAS, upon the Lead Agency's application, the Foundation has decided to fund Lead Agency for the second phase of the SJC, in which the Site [through the Lead Agency] will implement the plan it developed in the first phase; and

WHEREAS data collection and analysis will inform decision-making during the second phase, and will enable the Foundation to evaluate and understand the success of the SJC; and

WHEREAS ISLG will collect, consolidate, and analyze data from the Site for the purpose of establishing performance measures and monitoring those measures and will, where appropriate, transfer such data to other entities working on the SJC for the purposes of evaluation, jail population projections, data-driven technical assistance, and other research to further understand the outcomes of the SJC;

WHEREAS this data sharing is a condition of the Safety and Justice Challenge grant (the "Grant");

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

I. Term of Agreement

This Agreement shall be effective upon execution by all parties, and will continue until April 30, 2022 ("Scheduled Termination Date"), unless it is:

a. extended, as provided pursuant to Section X herein, or

b. terminated earlier than the Scheduled Termination Date, pursuant to Section XI herein.

II. Definitions

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

B. "Lead Agency" is an entity in the Site that was awarded the Grant for the second stage of the SJC and has been given the specific operational responsibilities indicated in this Agreement. The Lead Agency for this Agreement is the City of New Orleans.

C. "Site" means both the "Lead Agency", and all of the agencies, organizations and entities that are expected to provide or aid in the provision of Data pursuant to this Agreement.

D. "Personally Identifiable Information (PII)" is information that directly identifies or uniquely describes a particular individual, criminal justice case, or event (e.g., individual arrest number, docket number, criminal justice individual identifier) or that might be used, either directly or in combination with other information, to ascertain the identity of a particular individual (such as place and date of birth).

E. "Data" is the case-level information that is directly transferred from the Site to the ISLG in response to the ISLG's requests for Data. The Data will contain PII.

F. "Data Work Product" is files, information, or analysis that is derived from Data. An example of a Data Work Product is a file in which the Data is aggregated, matched or compared to other information gained during the SJC. Unless stated otherwise, Data Work Product may contain PII.

G. "Research Products" are any written publications or reports, or any presentations and the materials that accompany them, that are generally accessible to the public, and which present the results of systematic inquiry or analysis of the SJC- generated information. Examples of Research Products that may be produced concerning SJC are an evaluation, jail population projections and conclusions drawn from performance measurement. Research Products do not contain PII.

H. "Communication Materials" are materials in written or oral form, produced for the public, that convey general news and information about the SJC, but which are not the product of systematic investigation. Communications Materials do not contain PII.

I. "SJC partners" are organizations that have been funded by the Foundation to provide technical assistance, research support, consultation, or other services or expertise to SJC sites as part of the SJC initiative.

III. Data transfer

A. The Site will provide to ISLG case-level Data related to key SJC decision points, as delineated in the Data Elements List, which is attached hereto as Exhibit A, to the extent such Data are contained within the records maintained by the Site, in the format provided in Exhibit A. The List may be amended from time to time by the mutual written consent of the Lead Agency and ISLG. For this purpose only, the requirement of a writing may be satisfied through email correspondence between the Data Liaisons, as hereinafter defined, for the Site and ISLG, who are identified in Section XIII, which clearly confirms that both parties agree to the amendment.

B. The Site will provide Data to ISLG, upon ISLG's request, at three times during the term of this Agreement. ISLG will request Data during the fall of 2016, and at approximate one-year intervals thereafter. The Data transfers will correspond to three points of performance measurement: baseline (on or about April of 2016), midpoint (on or about April of 2017) and at the end of the SJC initiative (approximately April of 2018). As specified in Exhibit A, the first Data pull will include cases and events from the previous thirty six (36) months; each subsequent Data pull will include cases and events from the previous twelve (12) months.

C. The Lead Agency, through the Sites' Data Liaison identified in this Agreement, is responsible for coordinating the provision of Data to ISLG. The Site's Data Liaison will be available as needed to answer ISLG's questions regarding the Data provided.

D. The Site will provide the Data to ISLG within 30 business days of each request for Data. However, if the Site has questions about the request, is unable to provide specific data elements or to provide them in the form requested, the Lead Agency's Data Liaison will inform the ISLG Data Liaison as soon as possible and will work together to develop a solution.

E. All Data will be transferred from the Site using ISLG's secure file transfer protocol.

IV. Data storage

A. All Data provided by the Site to ISLG and all Data Work Product is confidential. ISLG will hold all Data and Data Work Product in a secure manner and will protect it from disclosure, except as specifically provided in this Agreement.

B. Data and Data Work Product in electronic form shall be stored on secure computer hard-drives that require credentialed log-in for individual access. All access to such Data and Data Work Product shall be restricted to authorized users who have been authenticated through secure password and log-in.

C. ISLG will limit the use of portable electronic devices that contain Data or Data Work Product to the minimum amount necessary. To the extent that any portable electronic devices contain Data and Data Work Product, they will be stored securely in locked drawers and cabinets, access to which will be limited to trained, authorized personnel who have a need to access such Data or Data Work Product for purposes of the SJC initiative. When transported, such portable devices will remain under the physical control of authorized staff.

D. ISLG will limit the use of paper, hard-copy files or documents that contain Data or Data Work Product to the minimum amount necessary. Such hard copy materials will be stored in locked drawers and cabinets, with access limited to authorized personnel.

E. The stored Data and Data Work Product will be subjected to the technical safeguards for the protection of PII that are generally accepted as best practices in the industry, and shall under no circumstances be subject to technical safeguards less stringent than those employed by ISLG for other data, including their own, at the same level of sensitivity.

V. ISLG's Use of Data and Data Work Product

A. ISLG, including its employees, agents and subcontractors, will not use the Data or Data Work Product for any purpose other than that of carrying out its work in the SJC. Accordingly, ISLG will not match or link any of the Data provided or any of the Data Work Product produced under the terms of this Agreement with any datasets that are unrelated to the SJC.

B. ISLG will not re-disclose the Data and Data Work Product for any purposes other than those specifically stated in this Agreement, except as required by law.

C. ISLG will limit access to the Data and Data Work Product to those authorized employees, agents and contractors who require it in the official performance of their job duties. ISLG certifies that its employees, agents, and subcontractors with access to the Data and Data Work Product have received training on data security and the protocols that are necessary to secure confidential materials, the importance of confidentiality, and the requirements of this Agreement.

D. ISLG will not contact any individual whose records are contained in the Data.

VI. ISLG's Disclosure of Data Work Product

A. ISLG will disclose aggregate data to RTI International ("RTI"), for the sole purpose of allowing RTI to conduct a comprehensive evaluation of the effectiveness and the impact of the SJC on behalf of the Foundation. ISLG will not disclose any case-level data to RTI.

B. ISLG will disclose Data Work Product that does not contain PII to the following entities and solely for the following purposes: The JFA Institute ("JFA"), which will conduct jail population projections, the Site Coordinator assigned to the Site, which will conduct analysis as needed to inform technical assistance provided to the Site, and the W. Haywood Burns Institute ("Burns Institute"), which will also conduct analysis as needed to inform technical assistance provided to the Site. In addition, ISLG may disclose Data Work Product that does not contain PII to other organizations who become SJC partners, as defined in II (I) and as further described herein, for the purpose of providing technical assistance or research support to the SJC. Such organizations must be approved by the Foundation before any data is shared.

C. If and when additional organizations are approved by the Foundation to become SJC Partners and to use data for the purposes described in Section VI.B., supra, their use of data must also be approved by the Lead Agency before any data is shared. ISLG shall promptly notify the Lead Agency upon approval by the Foundation. No de-identified aggregate or case-level data provided by the Site shall be disclosed to such a new partner unless and until the Lead Agency gives its express prior written consent and approval.

D. ISLG may disclose the aggregate data that the Site provided in the first stage of the SJC to (a) the Foundation and the Vera Institute of Justice, for the purpose of using such information in their Communications Materials regarding the SJC, such as Site profiles for the SJC website, press releases, and talking points; (b) RTI, for the purpose of furthering its evaluation of the SJC; (c) JFA, for its work on jail projections; (d) the Burns Institute, to help inform technical assistance to the site; (e) the Site Coordinator assigned to the site, to help inform technical assistance; and (f) the entities referred to in Section VII, for SJC-related Research as defined in Section VII.

E. Data and Data Work Product that contains any case-level information that is transferred from ISLG to any of the parties referred to in (B) above or Section VII shall be encrypted in transit, using secure, authenticated, and industry-accepted encryption mechanisms. All electronic data transmission will be conducted using a Secure Socket Layer (SSL) certified, password protected file sharing system that is used for secure data exchange.

F. All recipients of Data or Data Work Product pursuant to this Section VI must execute a binding, written agreement with ISLG in which the recipient commits to the same provisions regarding the security, confidentiality, disclosure, and destruction of Data and Data Work Product that are binding upon ISLG pursuant to this Agreement.

G. ISLG will not disclose any aggregate data, Data, or Data Work product to any of the parties referred to in (A) or (B) until they have submitted their work to an Institutional Review Board in accordance with organizational procedures or guidelines and received either approval, exemption from review, or a determination that the work is not human subjects related.

VII. SJC- Related Research

The Foundation may approve and fund "SJC-related Research," which is additional research or analysis that is based solely on the de-identified aggregate or case-level data generated from the SJC. The Foundation may approve such research if the Foundation determines that it will help the Foundation document and further understand the outcomes of the SJC in relation to jail and prison population trends, including changes in racial and ethnic disparities, public safety, criminal justice system costs, the use of innovative and promising criminal justice practices, and behavioral health and other health trends. The entities that may apply to the Foundation to conduct such research are the Site Coordinators, which are the Vera Institute of Justice, the Center for Court Innovation, Justice System Partners, and the Justice Management Institute; ISLG; RTI; JFA; and the Burns Institute. The Foundation may also consider applications from other organizations who become SJC partners, if the Foundation believes the organization is qualified to conduct such research and it agrees to abide by the confidentiality provisions stated in this DUA. All SJC-related Research must be submitted to an Institutional Review Board in accordance with the applicant organization's procedures or guidelines.

VIII. Request for Data by Third Parties

In the event that ISLG receives a request from a third party for the disclosure of PII contained in the Data or Data Work Product, for example, a subpoena or freedom of information request, ISLG will promptly notify the Lead Agency, unless it is prohibited from doing so by state or federal law, and will discuss with the Lead Agency an appropriate response to the request. In responding to such a request, ISLG will abide by all Federal, State and local statutes regarding the confidentiality of the information requested. In the event ISLG notifies the Lead Agency about a request from a third party for the disclosure of PII contained in the Data or Work Product, the Lead Agency will notify the relevant Authorizing Agency(ies)."

In the event that ISLG receives a request from a third party for the disclosure of Data or Data Work Product that does not contain PII, ISLG will promptly notify the Lead Agency and the Foundation of the request and ISLG's response. Where appropriate, ISLG will discuss such requests with Lead Agency and Foundation before responding.

IX. Research Products and Communication Materials

A. It is anticipated that the following entities will create Research Products for the SJC: ISLG (performance measurement), RTI (overall evaluation), JFA (jail population projections), and the Burns Institute (technical assistance). In addition, these named entities and the Site Coordinators (the Vera Institute of Justice, the Center for Court Innovation, Justice System Partners, and the Justice Management Institute), and any new SJC partners approved by both the Foundation and the Lead Agency as described in Section VI(B) and (C), may produce Research Products in connection with SJC-related Research. The Foundation, the organizations referred to in this Section IX (A), and new SJC partners as approved by the Foundation may also produce Communications Materials.

C. No PII will be reported in any Research Product or Communications Materials. Sites may be identified by name and discussed in Research Products and Communications Materials.

D. The Lead Agency will have an opportunity, within a reasonable time period specified by the creator of each written Research Product, to review the Research Product before publication, for the purpose of (a) identifying factual errors or inaccuracies and providing information or corrections regarding it and (b) suggesting additional contextual information that might aid in the interpretation of findings. At its discretion, the entity that created the Research Product may amend the Research Product based on the Lead Agency's comments if that entity deems the comments to be relevant and appropriate. Should the entity that created the Research Project decide not to amend, or if the Site determines that the entity's amendment is insufficient, the procedure outlined in Section IX.D., below, shall apply.

E. In the event that the Lead Agency identifies research or analysis findings that it believes to be inaccurate, and the entity that created the Research Product decides not to amend it, upon request of the Lead Agency, ISLG will work with the entity creating the Research Product and the Lead Agency to explore how the findings were developed, and to correct the findings, as needed, before publication. In the event that the entity creating the Research Product chooses not to make an amendment based on the Lead Agency's comments, the Lead Agency shall be permitted to draft an addendum that must be included in the Research Product, except in the case of the SJC evaluation report completed by RTI.

X. Extension of Agreement

The Site understands that the Foundation may decide to extend the term of the Grant and the corresponding collection and analysis of Data such that the Agreement's Scheduled Termination Date would no longer be practicable. Accordingly, if ISLG wishes to extend the Agreement it will notify the Lead Agency no less than 60 days before the Scheduled Termination Date. In that case, this agreement will be modified through the following process: ISLG will propose an amendment to this Agreement, to be executed by the Lead Agency or by the Lead Agency and all of the entities that

will provide additional Data during the extended term, as applicable, that may extend the term to allow for additional Data pulls over, and which protects the security of the Data as it is protected in this Agreement. All signatories to this Agreement agree that they will respond promptly to such a request for extension, and will not unreasonably withhold their consent.

XI. Early Termination of Agreement

If, for any reason, the Foundation discontinues the SJC, or if the Foundation or Lead Agency terminates Lead Agency's participation in the SJC, this Agreement would automatically terminate at the same time that the SJC is terminated or the Lead Agency's participation in the SJC ends.

The Lead Agency may seek to terminate the Agreement before the Scheduled Termination Date if there is an uncorrected breach of a material term of the Agreement. In such a case, the Lead Agency would send written notification to ISLG and the Foundation stating that it believes there has been a material breach of this Agreement, specifying its reasons for such belief. The Lead Agency would meet with ISLG and the Foundation within ten business days of ISLG's receipt of the notification to discuss the alleged breach and attempt to cure or resolve it. If the issue is resolved, ISLG and the Lead Agency will confirm the resolution within five business days by executing a written memorandum so stating. If the issue is not resolved, ISLG and the Lead Agency will continue to discuss the issue and seek in good faith to resolve it, for an additional 45-day period. Thereafter, upon ten business days' notice, the Lead Agency may terminate the Agreement by providing written notification of termination.

In the event of the release of PII by ISLG, other than a disclosure of PII under Section VIII herein, the Lead Agency may immediately suspend the release of any additional Data to ISLG. In that event, the Lead Agency will send written notification (email is sufficient) to ISLG of the suspension and the reasons for it. If the PII was disclosed to an SJC partner, ISLG would seek to rectify the situation immediately by making sure that the partner has destroyed the PII. Upon ISLG's certification that improperly released PII has been destroyed by the recipient, the Lead Agency would continue to provide Data under the Agreement. If the disclosure of PII were to a party other than an SJC partner, ISLG will immediately seek to ensure that the PII is destroyed. In that case, ISLG will communicate to the Lead Agency all of the steps it has taken to ensure the destruction, including its certification that the PII was destroyed, if applicable, and the Lead Agency may lift the suspension or terminate the Agreement before its Scheduled Termination Date, at its discretion.

XII. Data destruction

Upon Termination of the Agreement, including Early Termination pursuant to Section XI, ISLG will destroy the Data and all Data Work Product containing PII two years after the Scheduled Termination Date stated in Section I. ISLG will confirm to the City in writing that the Data and Data Work Product containing PII has been destroyed according to this Agreement.

Acceptable destruction methods for various types of media include:

1) For paper documents containing confidential or sensitive information, a contract with a

recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

2) If confidential or sensitive information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data recipient shall either destroy by incineration the disc(s), shredding the discs, or completely defacing the readable surface with a coarse abrasive.

3) If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

4) If data has been stored on removable media (e.g. USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

XIII. Data Liaisons

A. Site Data Liaison

The Lead Agency designates the following individual to be the data liaison for the Site ("Data Liaison"):

Name: Sarah Schirmer
Email address: slschirmer@nola.gov
Telephone: 504-658-4983

B. ISLG designates the following individual to be the Data Liaison for ISLG:

Name: Caterina Pisciotta
Email address: caterina.pisciotta@islg.cuny.edu
Telephone: 646-664-3495

In the event that Lead Agency or ISLG designates other individuals to serve as Data Liaisons during the course of the DUA, they will provide prior notification to each other, along with the new Data Liaisons' contact information. Such notification may be accomplished through email, with each party using a notice that is signed and scanned.

XIV. Indemnification

A. ISLG shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

B. The Lead Agency shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

XV. Survival of Provisions

All provisions of this Agreement regarding the confidentiality and security of the Data and Data Work Product shall survive the termination of this Agreement, including any extended term of this Agreement.

XVI. General Provisions

A. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

B. If any provision of this Agreement becomes or is declared illegal, invalid or unenforceable, such provision will be severed from this Agreement and will be deemed deleted. The other terms and conditions thereof shall not be affected thereby, and shall remain in full force and effect.

C. This Agreement may be amended by the mutual consent of the parties in writing.

D. This Agreement is complete and contains the entire understanding of the parties relating to the subject matter contained here. This Agreement supersedes any and all prior understandings, representations, negotiations, discussions, and agreements between the parties relating hereto, whether written or oral.

E. This Agreement may be executed in counterparts and will be considered as one executed Agreement and facsimile or electronic signatures (in pdf format) received by the appropriate party will be treated as originals.

XVII. Third party beneficiary

The Foundation shall be a third party beneficiary of this Agreement. ISLG may not assign its responsibilities hereunder without the express written consent of the Foundation. If, due to unforeseen circumstances, the Foundation designates a replacement organization (with similar expertise of ISLG) to assume the obligations and duties of ISLG as provided in this Agreement, the Foundation will provide written notice to the Site and request the Site's approval to assign ISLG's obligations and duties to the replacement organization. In that case, the Site may terminate this Agreement if it is unwilling to provide Data to the replacement organization or to work with it in the same manner that it agreed to work with ISLG, provided that the Site will not unreasonably withhold its approval of the assignment by the Foundation to the replacement organization.

XVIII. Additional Terms and Conditions

The Parties hereto agree to the following terms and conditions:

A. *Audit and Other Oversight.* ISLG will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which may require ISLG to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests may be a material breach of the Agreement. In signing this Agreement, ISLG agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. Notwithstanding, the Lead Agency will be responsible for responding to all requests for information under this provision, and will follow ISLG's directions regarding such response. In all cases, the Lead Agency, after consulting with ISLG, will be responsible for promptly communicating with the audit/oversight entity about the availability of information and timelines for its provision, and will be responsible for transmitting all information to the audit/oversight entity.

B. *Expectations.* ISLG swears that it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

XIX. Signatories

Each of the individuals signing below certifies that he or she has authority to execute this Agreement on behalf of the named agency or entity.

A. For the Site:

City of New Orleans
1300 Perdido St.
New Orleans, LA 70112

By: _____
Mitchell J. Landrieu, Mayor

The City of New Orleans has received written authorization from each of the following agencies or entities, all of which will provide Data pursuant to this Agreement, allowing the City to execute this Agreement on their behalf:

Authorizing Agencies:

Orleans Parish Sheriff's Office
819 South Broad Street
New Orleans, LA 70119

Orleans Parish Criminal District Court
2700 Tulane Avenue
New Orleans, LA 70119

New Orleans Municipal Court
727 South Broad Street
New Orleans, LA 70119

Orleans Public Defenders
2601 Tulane Avenue
Suite 700
New Orleans, LA 70119

New Orleans Police and Justice Foundation
400 Poydras Street
Suite 2105
New Orleans, LA 70130

B. Research Foundation of The City University of New York
on behalf of The City University of New York
Institute for State and Local Governance
230 West 41st Street, 7th FL
New York, NY 10036

By: _____
Jeffrey I. Slonim
Chief Counsel and Secretary of the Board

Exhibit A:
Data Elements List

The list below contains data elements that **may be** requested from Safety and Justice Challenge (SJC) core sites for the purposes outlined in the data use agreement (DUA). The list is organized by system point and is a **general template** that covers the broad range of reforms being pursued across all SJC sites and system points. While information highlighted in yellow will be requested from all sites, the remainder of the list will be **tailored to site-specific data needs** before the DUA is executed. ISLG will work with each site to refine the list based on the scope of its implementation plan, further define and tailor data elements to the local operational context; and identify time frames, samples, formatting and other parameters for requested data.

BACKGROUND INFORMATION:
For cases/people at each of the system points below (as applicable):

- Unique Person ID
- Unique Case ID (e.g. arrest ID, summons ID docket number, probation case number, etc.)
- Date of birth
- Gender
- Race
- Ethnicity
- Zip code (of home residence)
- Any other information necessary to identify eligible/target populations for selected strategies

LAW ENFORCEMENT
For each arrest (custodial and non-custodial):

- Date of arrest
- Zip code of arrest location
- Type of arrest—custodial or non-custodial (i.e. arrested and released with a citation)
- All charges associated with the arrest—including charge code and level (felony, misdemeanor, etc.), flag for top charge
- Offense type (for each charge) (e.g., person, property, drug, public order, sex, violation of probation/parole, other, etc.)

For each summons:

- Date of summons
- Zip code where summons was issued
- Type of summons (e.g. civil, criminal)
- All charges associated with the summons—including charge code and level (misdemeanor, violation, etc.)

For each police diversion:

- Date of diversion
- All charges associated with the diversion

- Name and type of diversion program/service (if applicable)
- Date diversion terminated (if applicable)
- Type of termination (successful/unsuccessful) (if applicable)
- Dates and charges of any subsequent arrests that occur during diversion programming (if applicable)

For each call for service:

- Date of call
- Type/nature of incident (including information about offense, as relevant)
- Flag for incidents involving behavioral health crisis/disturbance
- Responding unit
- Outcome (e.g. arrest, transport to emergency room, referral to service)
- If referral to service, name/type of program/service

PROSECUTOR (OR OTHER CHARGING ENTITY):

For each case reviewed by the prosecutor (or other charging entity):

- Date of review and/or receipt of arrest charges
- Information on any risk assessment completed by the prosecutor
- Charging outcome (e.g., case accepted, declined, deferred/diversion pre-filing, referred back to law enforcement, grand jury outcome, etc.)
- Date of charging outcome
- If not declined:
    - All charges associated with the case—including charge code and level (felony, misdemeanor, etc.)
    - Offense type (for each charge) (e.g., person, property, drug, public order, sex, violation of probation/parole, other), etc.

For each prosecutorial diversion:

- Conditions of diversion/deferral (e.g. restitution payments)
- Date diversion terminated (if applicable)
- Type of termination (successful/unsuccessful)
- Any relevant additional detail on conditions met
- Dates and charges of any subsequent arrests that occur during diversion/deferral period (charge codes and levels)

PUBLIC DEFENDER:

For each case screened for assigned counsel:

- Date of arrest
- Date of filing (by prosecutor or other charging entity)
- Date of eligibility screening (for public defender/assigned counsel)
- Outcome of eligibility screening
- If assigned counsel, type assigned (e.g., public defender, assigned counsel, private attorney)—in cases where there is a change in counsel, include all assignments

- If assigned counsel, all assignment dates

PRETRIAL SERVICES:

For each case screened/assessed:

- All charges associated with the case (charge code and level—using charges at the point of assessment)
- Date of risk assessment/screening
- Outcome/recommendation of risk assessment/screening (risk level and score)
- Pretrial release recommendation (release, release to supervision, etc.)
- Date of pretrial release recommendation
- Pretrial release decision (by the court)
- Date of pretrial release decision

For each case released to pretrial supervision:

- Enrollment and Termination dates
- Any conditions applied
- Termination type (successful/unsuccessful) and specific conditions met (e.g. restitution paid) as applicable
- Date and charges of any subsequent arrests that occur during supervision (charge codes and levels)
- Dates of any failures to appear that occur during supervision (and associated bench warrants)

COURT:

For each court case:

- Date of filing (by prosecutor or other charging entity)
- All filing charges (charge codes and levels)
- If bail/bond set:
    - Type (secure, unsecured, full cash, etc.)
    - Amount
    - Date set
    - If paid/posted: date, amount, and type paid/posted; date of release from custody
    - If bail/bond review: date, outcome (bail/bond lowered, eliminated, etc.), and release status following review
- Release decision at bail/bond hearing/first appearance (e.g., remand, held on money bail, released on money bail, released on bond, RoR, supervised release, ATI, etc.)
- Any further release decisions made
- All arraignment charges (if different from filing)
- Arraignment plea
- Arraignment outcome (e.g. continued, disposed, dismissed)
- Dates of all failures to appear and bench warrants issued
- Dates, types, and outcomes of selected court appearances (including bail/bond hearing/initial appearance, arraignment, disposition, sentencing)
- Dates of all adjournments/continuances
- Custody status at selected court appearances (in custody, out of custody)

- Type of counsel present at selected court appearances (e.g. public defender, court-appointed counsel, private attorney)
- If screened for diversion/deferral at any point during court processing: screening date/outcome
- If diverted/deferred at any point during court processing (including problem-solving court):
    - Referral date
    - Name and type of diversion/deferral program
    - Any conditions applied
    - Termination date and type (successful/unsuccessful) and specific conditions met (e.g. restitution paid) as applicable
    - Date and charges of any subsequent arrests that occur during diversion/deferral (charge codes and levels)
- Disposition (e.g. dismissal, guilty plea, conviction)
- Disposition charges (if different from filing or arraignment)
- If sentenced, sentence type and length

PROBATION AND/OR PAROLE:

For population snapshot:

- Original charges (code, level, flag for top charge)/sentence (date, type, length)
- Intake date
- Supervision level (if applicable)
- Risk level
- Information on any special supervision conditions (restitution, sex offender registration, etc.)
- Anticipated discharge date

For each violation issued:

- Original charges/sentence (date and type)
- Information on any special supervision conditions (restitution, sex offender registration, etc.)
- Date violation filed
- Type of violation (technical, new arrest, etc.)
- Information on conditions violated
- If booked into jail custody: date of booking and release
- If diverted to program/service: date of diversion, name and type of program, termination type (successful/unsuccessful); dates and charges of any subsequent arrests that occurred during programming (charge codes and levels)
- Date of final violation disposition
- Final disposition (revoked, restored, etc.)

JAIL:

For jail population snapshot:

- Law enforcement agency admitting person
- Legal status ("current" status—at time of snapshot)
- If held on money bail/bond, amount
- Date of admission
- Date of booking (if different from admission)
- Risk assessment/classification/custody level (current status)
- Housing unit and cell location (including facility of confinement) (current status)
- Flag for mental health
- Information on any program participation within jail (name/type of program, date of enrollment, date of termination, type of termination (successful/unsuccessful))
- All charges associated with jail admission (charge codes, levels, flag for top charge)
- Top/Most Serious Booking/Admission Charge Type (e.g., person, property, drug, public order, sex, violation of probation/parole, other, etc.)
- If sentenced, date, length, type (time served, jail, split) of sentence; sentencing court/jurisdiction
- If probation/parole violator, type of violation (probation/parole; technical/new arrest)
- Flag for individuals who are under the jail's jurisdiction but not confined (some elements in this list will not apply to them)

For jail admissions:

- Law enforcement agency admitting person
- Legal status at admission
- If held on money bail/bond, amount
- Date of admission
- Date of booking (if different from admission)
- Risk assessment/classification status/custody level at admission
- Assigned housing unit and cell location at admission (including facility of confinement)
- All charges associated with jail admission (charge codes, offense levels, flag for top charge)
- Offense Type for each charge associated with booking/admission (e.g., person, property, drug, public order, sex, violation of probation/parole, other, etc.)
- Flag for mental health at admission
- If released:
    - Date/time of release
    - Type of release (e.g., RoR, release on money bail, release to pretrial supervision, ATI, sentence served, transferred, etc.)
    - If sentenced: date, length, type (time served, jail, split) of sentence; and sentencing court/jurisdiction
    - Risk assessment/classification status/custody level at release
    - All charges associated with release (charge codes, levels, flag for top charge)
    - Referrals/connections to services/programming upon release (name/type of service/program, date of referral)