MEMORANDUM OF UNDERSTANDING AMONGST THE VERA INSTITUTE OF JUSTICE, THE NEW YORK CITY DEPARTMENT OF PROBATION, AND THE NEW YORK CITY MAYOR'S OFFICE OF CRIMINAL JUSTICE

Final Version

This Memorandum of Understanding ("MOU") is made and entered into by the Vera Institute of Justice ("Vera"), with offices at 233 Broadway 12th floor, New York, N.Y. 10279; the New York City Department of Probation ("DOP"), with offices at 33 Beaver Street, New York, N.Y. 10004; and the Mayor's Office of Criminal Justice ("MOCJ"), with offices at 1 Centre Street, Room 1012N, New York, N.Y. 10007 (each, a "party" and together, the "parties").

Whereas, Vera, through its Center on Youth Justice ("CYJ"), is collaborating with New York City officials, including MOCJ, to develop, manage and utilize a research database which includes but is not limited to the master key file ("Juvenile Justice Database" or "JJDB" or "Database") to track and analyze information related to the City's detention risk assessment instrument ("RAI"), juvenile detention, alternative to detention ("ATD") programs, court processing and decision-making, juvenile placement, alternative to placement ("ATP") programs, and various juvenile justice system outcomes, and

Whereas, the JJDB is also used to produce standard reports and indicators that aggregate the data and allow the City to monitor juvenile justice system performance and to conduct in-depth analyses using sophisticated methodologies to evaluate juvenile justice system reforms, and

Whereas, in order to build and maintain the JJDB, Vera has gathered and continues to gather juvenile justice data from various government and not-for-profit agency sources in order to track youth from the start of system involvement through disposition and post system-involvement, and

Whereas, in order to obtain data for the JJDB related to activities of juveniles being served by DOP in New York City, Vera will request certain data from DOP,

Now, therefore, in consideration of the mutual understanding and goals of the parties to this MOU, the parties agree to the following:

I. Data to be Shared

A. Starting with the first calendar-year quarter of 2016 (January-March) and continuing until the termination of this agreement, DOP will provide Vera with data for all youth who, during each quarter

1) Had a probation intake case opened with a completed NYC Risk Assessment Instrument ("RAI"); and
2) Completed the arraignment process with an arraignment outcome.

B. DOP will provide all such data within its control, which are available in DOP's Caseload Explorer or its other relevant data management system(s).

C. Data provided by DOP will include the following identifiers, if available:

1) First and Last Name
2) Date of Birth (DOB)
3) Respondent ID (a.k.a. RIN)
4) Probation Case Number
5) Docket Number
6) Arrest Number
7) NYSID

D. For each case, DOP will provide the following data elements, if available:

1) RAI Information
   a. Gender
   b. Probation officer name
   c. Borough of intake
   d. Intake Date
   e. Top arrest charge
   f. Referral to corporation counsel
   g. Race
   h. Youth has an open JD warrant?
   i. Youth has a prior JD or PINS warrant?
   j. An adult did not appear on behalf of the juvenile at probation intake?
   k. Youth's school attendance was less than 30 percent in last full semester?
   l. Youth has an unsealed prior arrest?
   m. Youth has an unsealed prior felony arrest?
   n. Youth has prior JD adjudication?
   o. Youth has prior designated felony adjudication?
   p. Youth is currently on JD probation?
   q. Youth's school attendance was 80% or more in last full semester?
   r. Homicide or attempted homicide?
   s. Designated felony?
   t. Possession or use of firearm?
   u. C4 (N/A)
   v. Total score
   w. Recommendation

2) RAI-A (Arraignment) Information
   a. Vera ID (blank)
   b. Total risk of FTA
   c. Total risk of re-arrest
   d. RAI score
   e. Arraignment/first appearance outcome (release to parent, ATD, detention)

information in its reporting and publications. In the event that any report or other publication issued by Vera proves to be inaccurate, Vera shall issue a correction and statement to that effect.

III. Confidentiality and Data Security

A. Storing Data, Stripping Data, and Access to Identifiable Information

Vera and its subcontractor will implement procedures—and share these procedures with DOP—to protect information provided by DOP from unauthorized access, alteration, use, or dissemination. The Database will automatically redact identifying information for all data it receives, including data provided by DOP. Identifying information includes: name, respondent ID number, probation case number, arrest number, docket number. These identifiers will not be present in the main tables of the Database, but will be preserved in a secure master key file in order to match case information from the various data sources of the Database to create case records. Access to the master key file will be restricted to Program Administrators designated by and within Vera who will be able to view identifiable information only for data management purposes. Program Administrators will not share their passwords for purposes of maintaining this file. No other Vera staff will have access to identifiable data or to the master key file.

B. Vera Staff Access to Database

Access to the Database will be limited to a small group of (1) Vera project staff who are working with the data on Database-related projects and (2) Vera systems and network administrators who help maintain the data or Database. Authorized project staff will be able to view and work with ***only*** non-identifiable information (for example, when viewing a case record, a user will only see an internally generated "Vera ID" rather than the actual Respondent ID generated by DOP at intake.) No part of the case record constructed by the Database will contain identifying information. Vera systems and network administrators will have access to files solely for the purpose of backup and recovery; they are not authorized to open, delete, move, or modify files containing DOP Data.

Vera staff will access DOP Data only through Vera's secure, firewall-protected network and only on computer equipment that is issued, configured, and managed by Vera (i.e. subject to the standards and protocols used by Vera for access control and auditing, anti-virus and malware protection, software configuration and versioning, and other security features).

C. Data Transfer and Destruction

An archive of all original data files transmitted from the DOP to Vera will be maintained and protected, as described above. Upon termination of this agreement and/or request by DOP, the archive of original data files provided to Vera under this MOU shall be permanently removed from the Vera network and from all Vera equipment and either returned to DOP or destroyed. The acceptable destruction of removable storage media containing confidential information which is by physically shredding the media or by forensically wiping media.

D. Disclosing Identifiable Data

No party to this Agreement will disseminate or disclose identifiable information provided by another party to any other organization or individual other than those explicitly identified in this Agreement, without first obtaining permission from the party providing the identifying information. Any and all reports or publications produced with DOP data will present only anonymized aggregated data. If Vera receives a court order to disclose identifiable information provided by DOP, Vera will send DOP and MOCJ a copy of that order.

IV. Transfer of Database

After the conclusion of Database development, Vera will transfer custody of the Database and its component data from Vera to another entity ("Third Party"), to be determined by MOCJ. At such time, Vera will transfer the Database and its component data, including the archive of original data provided by DOP under this MOU, to the Third Party, subject to the Third Party's written agreement (MOU) to comply with the confidentiality protocols required of Vera pursuant to Article III hereof.

V. Modification

This MOU may be modified only as mutually agreed upon in a written document signed by the authorized representatives of the parties.

VI. Term and Termination

This MOU shall become effective upon the full execution by all parties. The MOU shall remain in effect until it is terminated in any of the following ways:

1. automatically upon the completion of the transfer of custody of the Database from Vera to another entity, as defined in Section IV of this agreement;
2. by any party upon thirty (30) days written notice to the other parties; or
3. immediately, by mutual consent of the parties.

The terms of this Agreement, which by their nature would need to survive the expiration or other termination of this Agreement, including terms of Sections II and III shall survive the expiration or other termination of this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

THE FOREGOING IS UNDERSTOOD, ACCEPTED AND AGREED TO BY DOP, VERA, AND MOCJ.

DEPARTMENT OF PROBATION:

Print Name: Nancy Andiloro

Title: Research Scientist

Signature:

MAYOR'S OFFICE OF CRIMINAL JUSTICE:

Print Name: Alex Cohn

Title: General Counsel

Signature:

VERA INSTITUTE OF JUSTICE, INC.:

Print Name: ADAIR IACONO

Title: CORPORATE COUNSEL & SECRETARY

Signature: Adair Iacono