

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, 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, 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 to evaluate juvenile justice system reforms, and

Whereas, DOP is the City agency with primary responsibility for the supervision and provision of services to individuals placed on probation, and maintains data on such services;

Whereas, in order for Vera to analyze outcomes of the ATPs and Adjustment, Vera will need to match DOP data to data in the JJDB that contains information on various juvenile justice system outcomes, 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. DOP will provide Vera with a one-time data file ("DOP Data") with information for all youth who
 - 1) had their cases opened for adjustment; or

- 2) received a final disposition outcome which included participation in an ATP program operated by a non-profit with which DOP has entered into a contract to provide services,
 - 3) between January 1, 2008 (or the earliest date from which reliable data are available in DOP's Caseload Explorer or its other relevant data management system(s), if later than January 1, 2008) and December 31, 2015.
 - a. For youth who have experienced adjustment, DOP will provide Vera with the data described in this section, if available, for the calendar years 2008, 2009, 2010, 2011, 2012, 2013, 2014, and 2015.
 - b. For youth who have experienced participation in an ATP, DOP will provide Vera with the data described in this section, if available, for the calendar years 2012, 2013, 2014, and 2015.
 - c. For any ATP program that began operating later than 2012, DOP will provide the data from the inception of the program, if available.
- B. DOP will provide all such data within its control, which are reasonably calculated to support a match or research described in this MOU.
- 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
- D. For each case, DOP will provide the following data elements, if available:
- 1) Adjustment Information
 - a. Adjustment start date
 - b. Adjustment end date
 - c. Adjustment outcome: completion or termination
 - d. Whether or not the case was referred to Corporation Counsel following termination
 - 2) Alternative to Placement Information
 - a. ATP program assignment (AIM; ECHOES; PEAK; or Esperanza)
 - b. Start Date of Participation in ATP
 - c. End Date of Participation in ATP
 - d. Outcome of Participation in ATP (successful, unsuccessful)
 - e. If outcome was unsuccessful, what happened? (revoked and placed, transferred to another program, etc.)
- E. Data will be transmitted securely, in .csv or SPSS format, within 30 days of the date of execution of the MOU, using Vera's secure file share server. The exact manner and time(s) for the transfer(s) shall be determined by DOP and Vera.
- F. DOP will retain sole and exclusive ownership of all data which it provides pursuant to this agreement. DOP grants Vera a nonexclusive right to possess and use the data, for the purposes set forth in this agreement and according to this agreement's terms.

Nothing contained in this Agreement shall be construed to grant Vera any rights with respect to the DOP client data beyond the terms of this Agreement.

II. Use of Data

A. Matching.

DOP data will be matched to data from the JJDB using identifiers. The match will be conducted by a designated JJDB administrator, who is the only person on Vera staff that will have access to the DOP or JJDB identifiers. Once the data match has been completed, identifiers will be stripped and will not be present in the research files.

B. Research and Analysis.

After matching, Vera will use de-identified DOP data to perform research and analysis requested by MOCJ for the purposes of understanding or supporting ongoing juvenile justice programs or planning new initiatives. Such research and analysis may include (1) assessment or analysis of ATP and Adjustment program outcomes and (2) assessment or analysis of factors that affect decision-making and program participation. Vera will share the results of such analyses, including reports, research files, or other products of the analyses, with MOCJ and with DOP.

C. Analysis Requested by DOP.

With MOCJ's approval, DOP may request that Vera engage in research or analysis that (i) involves DOP Data subject to this agreement and MOCJ Data from the JJDB and (ii) will assist DOP in planning new initiatives or supporting ongoing programs. Upon DOP's request and with MOCJ's approval, Vera may complete such analyses and provide DOP with reports or other products of the analyses. If other data from the Database must be utilized, Vera will attempt to secure any and all additional authorizations that may be necessary to use such data or to share such data or analyses based on the data with DOP; if Vera is unable to secure all such authorizations, DOP understands that Vera will not be able to meet its request insofar as such request would require unauthorized use or sharing of data from the JJDB.

D. Publication and Dissemination.

Vera may not publish, disclose, or disseminate any information, publications, or products that contain DOP Data without first obtaining written authorization from MOCJ and DOP. No party to this Agreement will publish, disclose or disseminate any information, publications or products that contain DOP data to the public or any third party without giving DOP at least fourteen (14) days to review and to provide feedback and corrections of inaccuracies.

DOP is permitted but not required to provide comments to Vera and/or MOCJ on reports and products that it receives. Within 14 days of receiving such reports or products, DOP will tell Vera and/or MOCJ whether or not it intends to comment. If DOP intends to comment, it will send its comments to Vera and/or MOCJ within 45 days of receiving the reports or products. Neither MOCJ nor Vera is under any obligation to alter the results or publication of such reports and products in response to DOP comments; however, Vera will make best efforts to provide accurate

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. Confidentiality.

All information/data obtained, learned, or developed in connection with this project by any of the parties, including but not limited to all information about probationers provided by the DOP to Vera under this MOU shall be confidential and subject to all of the confidentiality provisions and/or requirements of all Laws and Regulations of the State and City of New York, and shall not be disclosed to any person, organization, agency or other entity except as agreed by the parties.

B. Data Access.

Access to DOP data will be limited to select Vera employees who are working with or maintaining the data for the purposes described in this MOU. These select employees will not share their passwords for purposes of maintaining DOP data. Vera will implement procedures to ensure that all files containing DOP Data can be accessed only by research staff working on the project and systems and network administrators. 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.

DOP data with identifiers will only be accessed by a researcher designated as the JJDB Administrator, who will also conduct the match. Once the match is conducted, the Administrator will strip all identifiers (names, respondent ID numbers, and case numbers) from the research file.

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 Maintenance 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, all data 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. Permission

By entering into this MOU, MOCJ and DOP give permission to Vera to do the analyses described herein and to share analyses as described herein.

V. Modification

This MOU may be amended only as mutually agreed upon in writing, signed by the authorized representatives of the parties. It may not be altered, modified, rescinded, or extended orally.

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. by any party upon thirty (30) days written notice to the other parties;
2. immediately, by mutual consent of all parties; or
3. by any party for cause upon the material default of another party in the performance of the terms and conditions of this Agreement, after the party has been given 30 days to cure the default, if cure is possible. If the default is not cured, this MOU will terminate upon the giving of written notice which must include the reason(s) for the termination.

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.

VII. Transfer of Responsibilities

The responsibilities set forth in this MOU are not transferable and may not be subcontracted or assigned.

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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: 