

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 13, 2018 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: CRIMINAL JUSTICE COMMISSION
Submitted For: CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: receive and file a Data Use Agreement with the Research Foundation of the City University of New York (CUNY) on behalf of the CUNY Institute for State and Local Governance (ISLG) for the John D. and Catherine T. MacArthur Foundation’s Safety and Justice Challenge Project for the period of January 26, 2018 to September 30, 2022 at no cost to either party.

Summary: Palm Beach County was awarded \$2,000,000 from the John D. and Catherine T. MacArthur Foundation’s Safety and Justice Challenge (SJC) Grant Program on October 2, 2017 to be one of 20 national Implementation sites. This grant proposes to reduce the county’s jail population of 2,210 by 16.7% by September 30, 2019, through five strategies identified by the McArthur Core Team of stakeholders, including the Judiciary, State Attorney, Public Defender, Sheriff’s Office, The Lord’s Place, Department of Public Safety Division of Justice Services Pretrial Office, Clerk’s Office, State and County Probation, West Palm Beach Police Department, and Court Administration. The five strategies include: 1) pretrial jail population reduction for low and medium risk defendants; 2) diversion and warrant reduction for low-level defendants; 3) case processing efficiencies for pretrial inmates; 4) racial and ethnic disparity identification and resolution; and 5) increased data capacity, analysis and evaluation. The SJC is a data-driven project and MacArthur has contracted with CUNY ISLG to provide data collection, coordination, and performance measures to all of the SJC sites. The data provided through this agreement is criminal justice data related to the jail population and court data related to criminal cases. This data collection and analysis will inform decision-making during the SJC initiative and enable MacArthur to evaluate and understand the success of the project. This agreement was executed on January 19, 2018 on behalf of the Board by the Executive Director of the Criminal Justice Commission, Kristina Henson, in accordance with Agenda Item 3Q-3 from August 14, 2012 and subsequent delegation by the County Administrator on June 27, 2016. Countywide (DC)

Background and Justification: In May of 2015, Palm Beach County was one of 20 jurisdictions chosen by the MacArthur Foundation for initial grants and expert counsel to develop plans for reform after a highly competitive selection process that drew applications from nearly 200 jurisdictions in 45 states. During this initial grant period in 2015, the Criminal Justice Commission (CJC) led the effort to develop a reform plan focused on reforming the First Appearance Hearing process and diverting from jail those with mental illness, minor outstanding warrants, misdemeanor technical probation violations, and those charged with driving with suspended licenses. In 2016 the County received an additional \$150,000 to continue participation in the Challenge Network of 20 sites, to continue to implement the strategies identified in 2015. This award of \$2,000,000 is for full implementation of strategies designed to reduce the jail by 16.7% by September 30, 2019.

Attachments:

- 1) Data Use Agreement with CUNY ISLG

Recommended by: Kristina Henson 2-7-18
Department Director Date
Approved by: [Signature] 2/15/18
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account Exp No: Fund 1512 Department 762 Unit 7714 Object 8101
 Program Code: MFC20/MFC42 GY18
 Rev No: Fund 1512 Department 762 Unit 7714 RevSc 6694

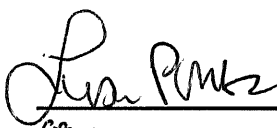
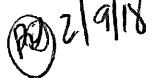
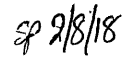
B. Recommended Sources of Funds/Summary of Fiscal Impact:

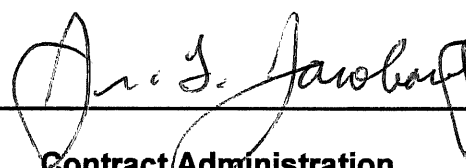

Fund: MacArthur Foundation's Safety and Justice Challenge \$2M
 Unit: MacArthur Foundation \$2M-FY18-FY19
 Grant: MacArthur Foundation Safety and Justice Challenge

Departmental Fiscal Review:  2/18

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 2/12/18
 OFMB  2/9/18  2/8/18

 2/13/18
 Contract Administration
 2/13/18 

B. Legal Sufficiency:

 2/14/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

DATA USE AGREEMENT

BETWEEN

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

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**

REGARDING DATA USE AND CONFIDENTIALITY

FOR

**The John D. and Catherine T. MacArthur Foundation
Safety and Justice Challenge**

This Data Use Agreement ("Agreement" or "DUA") is made and entered into by and between Palm Beach County, a political subdivision of the State of Florida, (the "Site" or the "Lead Agency"), 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 received funding to participate in the SJC, and the Site developed a plan to further the goals of the initiative in its jurisdiction; and

WHEREAS, upon the Lead Agency's application, the Foundation has decided to fund the Site (through the Lead Agency) to implement the plan it developed; and

WHEREAS data collection and analysis will inform decision-making during this initiative and will enable the Foundation to evaluate and understand the success of the SJC and, pursuant to an agreement between the Lead Agency and the Foundation, the Lead Agency will provide data to ISLG for such analysis; 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;

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 **9/30/2022** ("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 Use Agreement ("DUA"), including all documents attached or incorporated by reference.
- B. "Lead Agency" is an entity in the Site that was awarded funding for the implementation of the Site's plan and has been given the specific operational responsibilities indicated in this Agreement. The Lead Agency for this Agreement is Palm Beach County, a political subdivision of the State of Florida.
- C. "Site" means 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 whose names appear as signatories to this DUA in Section XVIII(A).
- 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 ISLG in response to 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 the 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. Communication 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 that is attached hereto as Exhibit A, to the extent such Data are contained within the records maintained by the Site. 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 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.

ISLG acknowledges that County cannot guarantee or warranty the completeness or accuracy of the Data and that only Data available to County in the case management system as public record data will be provided. County represents that the case management system is the official repository of court system Data for Palm Beach County and as such, the accuracy and completeness of the content is relied upon by the judiciary and justice partners. The Site will make a good faith effort to provide Data that are accurate, complete, and current and that are free from defects or errors. The Site will promptly inform ISLG if it determines at any time, before or after furnishing the Data, that the Data contain inaccuracies, are incomplete, are or were not current, or contain defects or errors, and, to the extent possible, the Site shall submit corrected Data.

- B. The Site will provide Data to ISLG, upon ISLG's request, at least three times during the term of this Agreement. ISLG will request Data during the fall of 2017, the spring of 2018, and at approximate one-year intervals thereafter. The Data transfers will correspond to four points of performance measurement: baseline (on or about April of 2016), Year One (on or about April of 2017), Year Two (on or about April of 2018), and at the end of the SJC initiative (approximately April of 2019). As specified in Exhibit A, the first Data pull will include cases and events from the previous forty eight (48) months; each subsequent Data pull will include cases and events from the previous twelve (12) months.
- C. The Lead Agency, through the Site's 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 thirty (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 the liaisons 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 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 and other 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.

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 and 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 of the approval of an additional organization 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 provided by the Site to the SJC to date to (a) the Foundation and the Vera Institute of Justice, for the purpose of using such information in their Communication 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; and (d) the entities referred to in Section VII, for SJC-related Research as defined in Section VII.
- E. De-identified data and Data Work Product that contain 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 and 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 and received either approval, exemption from review, or a determination that the work is not human subjects research.

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

- C. 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.
- D. 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 sixty (60) days before the Scheduled Termination Date. In that case, this agreement will be modified through the following process: ISLG will propose a brief letter Agreement, to be executed by all the entities that signed this Agreement, or by 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, 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. Unauthorized disclosure, use or dissemination of PII is a material breach of this Agreement. The Lead Agency would meet with ISLG and the Foundation within ten (10) business days of ISLG's receipt of the notification to discuss the alleged breach and attempt to cure or resolve it. Such meeting may be held via teleconference. If the issue is resolved, ISLG and the Lead Agency will confirm the resolution within

five (5) 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 forty-five (45)-day period. Thereafter, upon ten (10) business days' notice, the Lead Agency may terminate the Agreement by providing written notification of termination.

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.

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: Damir Kukec
Email address: dkukec@pbcgov.org
Telephone: 561-355-1639

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

Name: Emily West
Email address: Emily.West@islg.cuny.edu
Telephone: 917-446-6763

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

XIV. 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.

XV. General Provisions

- A. This Agreement shall be governed by and construed under the laws of New York State.
- B. 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.
- C. 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.
- D. This Agreement may be amended by the mutual consent of the parties in writing.
- E. 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.

XVI. 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.

XVII. Counterparts

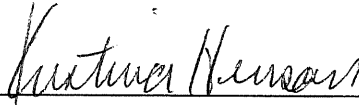
This Agreement may be executed in counterparts and will be considered as one executed Agreement and facsimile or electronic signatures (in pdf format) received by the appropriate party will be treated as originals.

XVIII. Signatories

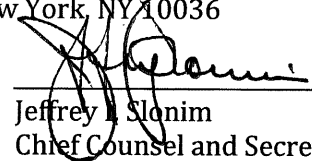
Each of the individuals signing this Agreement on behalf of the named agency or entity below certifies that he or she has authority to execute this Agreement on behalf of the named agency or entity.

A. For the Site/Lead Agency


Palm Beach County, a political subdivision of the State of Florida
By and through its Executive Director of the
Palm Beach County Criminal Justice Commission
301 North Olive Avenue, West Palm Beach, FL 33401

By:  1-19-18
Kristina Henson, Executive Director Date
Palm Beach County Criminal Justice Commission

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:  JAN 26 2018
Jeffrey A. Slonim Date
Chief Counsel and Secretary of the Board

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


COUNTY ATTORNEY

**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 (available with limitations)
- Unique Case ID (e.g. arrest ID, summons ID docket number, probation case number, etc.)
- Date of birth
- Gender
- Race
- Ethnicity (available with limitations)
- 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 (available with limitations)
- 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: (availability TBD)

- 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.)

PROSECUTOR (OR OTHER CHARGING ENTITY):

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

- Date of review and/or receipt of arrest charges (available with limitations)
- 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: (available with limitations)

- 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 (available with limitations)
- If assigned counsel, all assignment dates (available with limitations)

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) (available with limitations)
- Dates of any failures to appear that occur during supervision (and associated bench warrants) (available with limitations)

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 (available with limitations)
- 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 (available with limitations)
- All arraignment charges (if different from filing) (available with limitations)
- 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) (available with limitations)
- Dates of all adjournments/continuances (availability TBD)
- Custody status at selected court appearances (in custody, out of custody) (availability TBD)
- Type of counsel present at selected court appearances (e.g. public defender, court-appointed counsel, private attorney) (availability TBD)
- 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: (available with limitations)

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/time of admission
- Date/time 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 (available with limitations)
- 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/time of admission
- 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.)
- 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
 - All charges associated with release (charge codes, levels, flag for top charge)