

TEMPLATE

DATA USE AGREEMENT

[FILL IN NAME OF SITE]

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 "Site", which includes _____ ("Lead Agency") and all of the agencies, organizations and entities listed in Section XVI (A) as signatories of this Agreement, and 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;

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 **[Insert date six years from Grant initiation date]** ("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 _____ (Name).
- 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, whose names appear as signatories to this DUA in Section XVI (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 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 summer 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.

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 Data and Data Work Product containing PII 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.
- 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. In that case, the Sites will be notified in writing as to the name(s) of the additional organization(s) and the nature of their work in relation to the SJC.

- C. 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; and (d) the entities referred to in Section VII, for SJC-related Research as defined in Section VII.
- D. Data and Data Work Product that contains any case-level information that is transferred from ISLG to any of the parties referred to in (A) and (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.
- E. 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.

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 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) 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.
- B. 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.
- 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.

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 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 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.

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:
Email address:
Telephone:

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

Name:
Email address:
Telephone:

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 agrees to indemnify and defend the Lead Agency against all claims, demands, lawsuits, fines, penalties, damages, losses and costs, including court costs, investigative expenses, and attorney's fees, arising out of or caused by ISLG's negligent or willful failure to abide by the provisions of this Agreement.
- B. The Lead Agency agrees to indemnify and defend ISLG against all claims, demands, lawsuits, fines, penalties, damages, losses and costs, including court costs, investigative expenses, and attorney's fees, arising out of or caused by the Lead Agency's negligent or willful failure to abide by the provisions of this Agreement.

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. 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.

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. In that case, the successor to ISLG will assume all of ISLG's obligations as provided in the Agreement, and the Site will provide Data to the replacement organization, and will work with it in the same manner that it agreed to work with ISLG.

XVIII. 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:

Name of Lead Agency
Address

By: _____
Name

Other Agencies:

Name of Agency
Address

By: _____
Name

**B. City University of New York
Institute for State and Local Governance
10 East 34th Street, 5th floor
New York, NY 10016**

By: _____
Name

**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 (both "current" status—at time of snapshot—and history of changes and associated dates)
- If held on money bail/bond, amount
- Date/time of admission
- Date/time of booking (if different from admission)
- Risk assessment/classification/custody level (both current status and history of changes and associated dates)
- Housing unit and cell location (including facility of confinement) (both current status and history of changes and associated dates)
- Information on medical/mental health care/status
- 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/time of admission
- Date/time 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.)
- Information on medical/mental health care/status 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)

**ATTEMPTS TO INFLUENCE LEGISLATION
BY MacARTHUR FOUNDATION GRANTEES**

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

Lobbying

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

Direct Lobbying

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

Indirect Lobbying

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not. Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

Specific Legislation

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

Legislation

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar

procedure. Legislation of the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

Encouraging Recipient to Take Action

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
 - a. opposing the communication's view with respect to the legislation,
 - b. undecided about the legislation,
 - c. the recipient's legislative representative, or
 - d. a member of the legislative committee that will consider the legislation.

Exceptions

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with

which government would be expected to deal eventually. Accordingly, it is permissible to speak to legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the

communication for lobbying purposes. If it does, and if the grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

Related Issues

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

Questions

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000.

PERMISSIBLE AND PROHIBITED ACTIVITIES***Some Permissible Public Policy Activities***

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

Some Prohibited Public Policy Activities

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.

