

**MEMORANDUM OF UNDERSTANDING BETWEEN
OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY**

AND

OKLAHOMA DATA EXCHANGE INC.

This Memorandum of Understanding (“*MOU*”) was made and entered into between Oklahoma County Criminal Justice Authority, an Oklahoma public trust (“*OCCJA*”), with a notice address of Oklahoma County Clerk, 320 Robert S. Kerr, 2nd Floor, Oklahoma City, Oklahoma 73102, and Oklahoma Data Exchange Inc., an Oklahoma not for profit corporation (“*OK DATA*”), with a notice address of 12 N Cheyenne Ave., Tulsa, Oklahoma 74103. OCCJA and OK DATA are each a “*Party*” and collectively, the “*Parties*.”

A. PURPOSE

The purpose of this MOU is to establish a cooperative research effort between OCCJA and OK DATA to understand Oklahoma County’s effort towards improving the criminal legal system. OK DATA is looking to gather quantitative data provided by OCCJA to support research efforts, streamline systems used in the criminal legal process, and understand impact efforts across the Oklahoma County criminal legal system.

This MOU does not authorize disclosure of medical or health information protected under the Health Insurance Portability and Accountability Act (HIPAA) unless permitted by law, but does authorize the sharing of non-health criminal justice data as specified herein. For clarity, OCCJA does not anticipate providing, and this MOU is not intended to authorize the sharing of, social security numbers, biometric data (e.g., fingerprint images or scans), or medical or mental health records. However, the Parties agree that OCCJA may share external agency assigned identifiers, meaning identifiers assigned by any local, state, or federal agency.

B. DEFINITIONS

1. *Confidential Information* means any data, records, documents, or other information disclosed by one Party to the other, whether oral, written, electronic, or otherwise recorded, that is not publicly available and that a reasonable person would understand to be confidential. Confidential Information includes, but is not limited to, non-public criminal legal records; personally identifiable information; Health or Behavioral Data, as defined in Section B.2.; client-specific or programmatic data; and any materials designated as confidential at the time of disclosure. Confidential Information shall remain confidential whether disclosed directly or indirectly through employees, agents, or contractors.
2. *Health or Behavioral Data* means medical or mental health information about an individual that is protected under HIPAA or other applicable privacy laws. This MOU does not authorize OCCJA to release medical records or other protected health information (PHI) unless permitted by law. This definition does not include criminal

justice records (e.g., booking data, jail identification numbers, court case numbers) unless such records are included within or derived from a medical record.

3. Other Terms. To the extent this MOU uses terms defined in the HIPAA Privacy Rule, those terms shall have the meanings as set forth in 45 C.F.R. Parts 160 and 164, as amended from time to time.

C. RATIONALE

The Parties enter into this MOU for the following reasons:

1. OK DATA is providing access to data analysis and streamlined systems to help reduce an individual's involvement in the criminal legal system. OK DATA works with diversion programs to reduce the time an individual is detained in jail or to reduce detainment altogether.
2. Collaboration between OCCJA and OK DATA in conducting research and data analysis will enhance the ability to make informed decisions in support of the Oklahoma County criminal legal system.

D. TERM OF MOU

1. Term. This MOU will begin on the date of the last signature of both Parties and shall continue until terminated ("*Term*"). Parties may discontinue participation at any time by giving written notice pursuant to Section D3.
2. Modification. This MOU may be modified by the mutual consent of authorized officials of OCCJA and OK DATA. Such modifications must be in writing and must be signed by both Parties.
3. Termination. This MOU may be terminated by either Party upon delivery of written notice to other Party at the notice address provided in the first paragraph of this MOU. Such notice must be delivered via certified mail and must be received by the other Party at least 30 days prior to the intended effective date of termination.
4. This MOU reflects a non-contractual understanding of the Parties and an expression of their mutual interest in pursuing collaborative opportunities to advance their respective missions. Neither Party has the right, power, or authority to create any express or implied obligation for or on behalf of the other Party.

E. COMPENSATION

1. There will be no monetary compensation paid between the Parties during the Term of this MOU. Consideration for the agreements hereunder shall be the mutual covenants and promises set forth herein.

F. INTELLECTUAL PROPERTY

1. All data provided by OCCJA will be deemed and treated as Confidential Information.
2. All intellectual property rights in and to OCCJA, materials generated by OCCJA, its training materials, and including without limitation for all the foregoing, all related inventions, processes, improvements, trade secrets, works of authorship, trademarks, and service marks, are and will remain the sole property of OCCJA, its affiliates, and their licensors.
3. All intellectual property rights in and to OK DATA, materials generated by OK DATA, its training materials, and including without limitation for all the foregoing, all related inventions, processes, improvements, trade secrets, works of authorship, trademarks, and service marks, are and will remain the sole property of OK DATA, its affiliates, and their licensors.

G. PROCEDURES FOR DATA SHARING AND RESEARCH PROCESS REQUIREMENTS

1. The records produced under this MOU may contain personally identifiable information (“PII”), which is defined as information that could potentially identify an individual.
2. Any record containing PII or that is otherwise qualifying as Confidential Information under Section B.1. that OCCJA does not normally disseminate without confidentiality assurances must be designated as “private” for purposes of the data security protocols described in this Section G.
3. OK DATA acknowledges the sensitive nature of the data they will receive from OCCJA and will treat the data with the same degree of care to avoid unauthorized disclosure to third parties as it uses with respect to its own sensitive information. OK DATA agrees to adopt or establish operating procedures and physical security measures designed to protect confidential information from inadvertent release or disclosure to unauthorized third parties.
4. For records designated “private”, OK DATA hereby agrees to treat such information as follows:
 - a. OK DATA agrees that the information will be received and stored in strict compliance with the following security requirements:
 - i. In Transit.
 1. Data provided by OCCJA will be transferred via secure database access or through other means as mutually agreed upon by the Parties.
 2. Any PII returned to OCCJA by OK DATA will be sent using a secure file transfer protocol.
 - ii. At Rest. Once received by OK DATA, the data must be protected as follows:

1. OK DATA will use the same degree of care it uses to protect its own confidential information to protect records designed “private”.
 2. OK DATA will implement a protocol that controls and restricts access to “private” data to those who have been properly authorized to view and use the data.
5. OK DATA agrees not to use or further disclose any information other than as permitted by this MOU or as otherwise required by law.
6. OK DATA agrees to report promptly to OCCJA any access, use, or disclosure of Confidential Information that is not provided for by this MOU or applicable law, including any breach involving personal identifiers, Health or Behavioral Data, or any other sensitive information subject to this MOU that OK DATA or the Authorized Recipients becomes aware.
7. All products will include credit to OCCJA as data provider.
8. OK DATA agrees that OCCJA has the right to approve dissemination of results of the analysis of data.
9. Within thirty (30) days of any termination of this MOU pursuant to Section D3 above, OK DATA will destroy all data received from OCCJA and will, upon written request of OCCJA, supply acknowledgement of completed data destruction.

H. AUTHORIZATION FOR DATA SHARING WITH THIRD PARTIES

1. Subject to the confidentiality and data protection requirements set forth in this MOU, OCCJA authorizes OK DATA to share data provided under this MOU with certain external organizations, provided that such organizations are specifically identified in *Exhibit A* to this MOU (“*Authorized Recipients*”)., To clarify, this includes individual level criminal justice records such as names, dates of birth, jail identification numbers, booking and release dates, and court case numbers. OCCJA does not authorize the release of Health or Behavioral Data, as defined in Section B.2, to OK DATA or any third party under this MOU, unless such disclosure is expressly permitted by law. OK DATA shall not re-disclose any Health or Behavioral Data, even if incidentally received, except as authorized by OCCJA and permitted under applicable law. If OK DATA receives any Health or Behavioral data inadvertently, it will promptly notify OCCJA, immediately destroy said data, and supply acknowledgement to OCCJA of the completed destruction of the Health or Behavioral data it inadvertently received.
2. *Exhibit A* may be modified from time to time by written agreement between the Executive Director or Chief Executive Officer of OCCJA and the Executive Director or Chief Executive Officer of OK DATA. Such revisions shall be made in writing and appended to this MOU as a revised *Exhibit A*.

3. OK DATA shall ensure that any Authorized Recipient listed in *Exhibit A* complies with the confidentiality and security obligations consistent with those set forth in this MOU and shall enter into a separate data use agreement or memorandum of understanding with each such Authorized Recipient before any data is shared.
4. OK DATA shall maintain a record of data disclosures made to Authorized Recipients under this section and provide such records to OCCJA upon request.

I. ASSIGNMENT

1. No Assignment Without Consent. Neither Party may assign or transfer this MOU or any of its rights or obligations hereunder without the prior written consent of the other Party, except as expressly provided in this Section.
2. Successor Entity. If either Party ceases to operate in the capacity contemplated by this MOU, this MOU may be assigned, without prior consent, to a successor public entity or nonprofit organization that assumes substantially the same responsibilities and functions, provided that:
 - (a) the successor agrees in writing to be bound by the terms of this MOU; and
 - (b) written notice of the assignment is provided to the other Party within thirty (30) days of the effective date of assignment.
3. Binding Effect. Subject to the foregoing, this MOU shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date indicated below.

Oklahoma County Criminal Justice Authority,
an Oklahoma public trust

By: _____
Steven Buck, Interim Chair

_____ Date

Oklahoma Data Exchange Inc.,
an Oklahoma not for profit corporation

By: _____
Name: _____
Title: _____

_____ Date

EXHIBIT A

Authorized Recipients

1. Oklahoma County Diversion Hub, Inc.
2. Arnall Family Foundation
3. Criminal Justice Advisory Council
4. The Homeless Alliance, Inc.
5. 9B Corp