Memorandum of Understanding
By and Between the County of Camden (Department of Police Services) and the Camden Coalition of Health Care Providers

The Camden Coalition of Healthcare Providers (CCHP) and the Camden County Police Department (CCPD) enter into this Memorandum of Understanding ("Agreement"), effective November __, 2014, and commit to each other as set forth below.

Background and Purpose
The Camden Coalition of Healthcare Providers (CCHP) is building an integrated data system (IDS) in Camden, NJ. Linking administrative data from healthcare, criminal justice, and other social service systems, the IDS will allow for research into overlapping issues in the delivery of healthcare and criminal justice services. The goal of the project is to identify common individuals and households across each data set, understand the predictors of recidivism, hospital readmissions and other poor outcomes, and, ultimately, identify opportunities for multi-sector collaboration.

Roles and Responsibilities
The Camden County Police Department (CCPD) is a key participant in the IDS project. CCPD will deliver data extracts for inclusion in the IDS and make available a modest amount of time from knowledgeable staff to provide technical and program support to help understand the data elements, interpret the data analysis, and begin to develop ideas for multi-sector responses to overlapping issues identified through the data analysis.

The Camden County Police Department will perform the following activities:
1. Provide data regarding incidents, arrests, and such other data collected by the CCPD as agreed to by the parties ("Police data") for Camden city for all available years since 2010. The data extracts will include individual identifiers, such as name, date of birth, and any other fields agreed upon by the parties, and will be in a mutually agreeable format.
2. Designate one or more individuals with detailed knowledge about the data sets, including field definitions and storage format, as a resource to CCHP to respond to questions.
3. Designate one or more individuals with detailed knowledge about the data collection process and operational use of the data as a resource to CCHP to respond to questions.
4. Designate an individual with the requisite knowledge and authority to serve as the Department's designee to the Camden IDS Working Group. The IDS Working Group will be an advisory body for the IDS project and will meet bimonthly, assist in the development of research questions, review and discuss data analyses, and help identify opportunities for developing or modifying programs or interventions to improve services and address needs identified through the data.
5. Participate in the Camden IDS Working Group to complete initial data analysis and begin to develop proposed programs to address the needs of overlapping populations identified through the data.
Camden Coalition of Healthcare Providers will perform the following activities:

1. Receive Police Data and store it on a hospital grade server with appropriate data security measures.

2. Limit access to Police Data to those named CCHP staff or consultants involved in the IDS project, CCHP’s IT systems, or who have a need to access the data, specifically for purposes of the IDS project. In the event additional

3. Indemnify the CCPD, its employees, agents and/or representatives for any breach of the agreement and defend the CCPD against any and all claims that may arise by any act or omission, directly or indirectly related to the illegal and/or unauthorized release of any privileged, confidential (HIPAA or otherwise) or any other protected information of the CCPD or any such information related to the subjects, arrestees, victims, complainants any other individuals subject to the services being provided under this agreement.

4. Clean, standardize, geocode and perform probabilistic linkage of Police Data. CCHP will provide CCPD with a copy of the cleaned, deduplicated Police Data.

5. Perform probabilistic linkage of the Police Data to health care and other data sets within the IDS at the individual record level.

6. Perform analysis of linked data including Police Data, health care data, and other social system data and share such data analysis with the Camden IDS Working Group.

7. Convene bimonthly Camden IDS Working Group and consult with it on development of research questions, interpretation of data, and development of potential multi-sector interventions.

8. Comply with data privacy and data security requirements applicable to personal health information (PHI) and such other data that are part of the IDS.

9. Shall consult with CCPD through its designee to the IDS Working Group and receive its approval prior to making public any data analysis involving Police Data.

10. Provide payments totaling $25,000 to CCPD to cover its costs incurred in participating in the IDS project. Payments will occur at the following intervals:
   a. $5,000 on execution of MOU.
   b. $10,000 on delivery of first complete data set, including all agreed upon variables and such individual identifiers as needed to permit unique identification of individual people or incidents.
   c. $5,000 on substantial completion of delivery of all agreed upon Police Data.
   d. $5,000 following CCPD’s designee having participated in two Camden IDS Working Group meetings.

Terms and Specifications:
The parties to this Agreement shall adhere to terms and specifications attached hereto, and same shall be incorporated herein and signed by the parties.

Summary Statement:
We make these commitments to one another for the purpose of developing the Camden Integrated Data System in order to better understand the relationship between health care utilization, criminal justice involvement, and other social service systems. This Agreement will be effective through November 30, 2015 unless an extension is agreed upon by both parties at an earlier date. Either party may terminate this Agreement at any time, but each party is required to give thirty (30) days written notice prior to terminating this Agreement.

Signatures of Authorized Representatives:

| COUNTY OF CAMDEN |
| Department of Police Services |
| Witness: | Ross G. Angilella, County Administrator |
| Dated: | |

| CAMDEN COALITION OF |
| Witness: | Jeffrey Brenner, Executive Director |
| Dated: | |
The Camden Coalition of Healthcare Providers (Requestor) agrees to the following conditions in order to obtain from the Camden County Police Department (hereinafter called the CCPD) the utilization of certain criminal justice information for the purpose set forth in the Requestor's application, to be effective upon the execution of this agreement.

1. The following information shall be supplied by the CCPD. All information provided by the CCPD to the Requestor shall be subject to the conditions of this Agreement and the Memorandum of Understanding executed by and between the parties, and shall remain property of the CCPD, in the custody of the requestor. Additional information requested will be released upon the approval of Chief of Police, J. Scott Thomson.

- Part I Crime Data for the period of Calendar Year 2010-2013 (1/1-12/31) through the duration of the integrated data system, to include the following fields:
  - Case number
  - UCR Code
  - UCR Title
  - Incident Address
  - Incident Date & Time
  - Day of Week
  - District
  - Sector
  - Grid
  - Hour Group
  - Day Reported
  - Longitude
  - Latitude

- Adult & Juvenile Arrest Data for the period of Calendar Year 2010 - 2013 (1/1-12/31) through the duration of the integrated data system, to include the following fields:
  - Booking Number
  - Arrestee
  - Arrest Date
  - UCR Code
  - Arrest Location X
  - Arrest Location Y
  - Home Address X
  - Home Address Y
- Computer Aided Dispatch Data for the period of Calendar Year 2010 - 2013 (1/1-12/31) through the duration of the integrated data system, to include the following fields:
  o Event Number
  o Case Number
  o Ten Code
  o Ten Code Description
  o Priority
  o Longitude
  o Latitude
  o District
  o Sector
  o Grid
  o Disposition Code Description
  o Call Type

- Overdose Victim Data for the period of Year to Date 2014 (1/1-10/31) through the duration of the integrated data system, to include the following fields:
  o Case Number
  o Drug Type
  o Overdose Location
  o Latitude
  o Longitude
  o Date
  o Victim Name
  o Race
  o Sex
  o Age
  o Home City
  o Deceased Y/N

2. The Requestor will collect, receive, store and use all information covered by the terms of this Agreement and the Memorandum of Understanding executed by and between the parties in strict compliance with federal and state laws and regulations, and all rules, procedures and policies of CCPD that are in force and applicable during the period in which the Requestor has access to the information.

3. The Requestor acknowledges the confidential nature of the information supplied and agrees that disclosure of individual records obtained from the CCPD to anyone not directly identified in Item 6 is totally prohibited under any circumstances. All parties receiving information of a confidential nature shall be informed of such, and shall be expected to adhere to the procedures and policies governing such information.
4. The CCPD will determine whether all copies of the information disseminated under this request will be returned or destroyed once the use described in the application has been completed.

5. Upon completion of the project referenced in the application, the Requestor shall certify in writing that all copies of the information provided under this request have been destroyed or returned as required by Item 4 above.

6. Personnel assigned by the Requestor who will have access to the information requested are: Aaron Truchil, Dawn Wiest, Stephen Singer, and Jean Behrand. Additional Requestor personnel may also be given access to requested information upon mutual written agreement between the parties.

7. The Requestor has assigned himself/herself as the official custodian who shall be responsible for the maintenance, care and security of all information supplied under this Agreement.

8. If the CCPD determines that the requirements of this Agreement are not satisfactorily being met, it may require the immediate return or destruction of all copies of the information obtained under this Agreement, take such actions as it deems appropriate to protect the security and privacy of this information and enforce the terms of this contract, and refuse any future requests for criminal information from the Requestor.

9. The Requestor agrees to insert in the preface of any report citing data analysis conducted pursuant to this Agreement, whether published or unpublished, the below disclaimer by CCPD of the analysis as well as the conclusions derived:

**Part I Crime Data**

*Source for Part I crime data:* LEAA Records Management System (RMS) data. LEAA RMS Part I Crime Data is preliminary data to support operations that is subject to change based on a variety of reasons (i.e. late reporting, changes in classification etc). Any attempts to compare data to crime data classified under Uniform Crime Reporting (UCR) standards is strictly prohibited; therefore LEAA RMS Part I Crime Data should not be used for reporting purposes.

**Adult & Juvenile Arrest Data**

*Source for arrest data:* LEAA Records Management System (RMS) data. Adult arrest data is based on data obtained from Central Booking. One person may be booked on more than one arrest charge.

**Computer Aided Dispatch Data**

*Source for calls-for-service data:* LEAA Computer Aided Dispatch (CAD) calls-for-service data.

**Overdose Data**

*Source for overdose data:* LEAA Records Management System (RMS) data.

10. Requestor agrees to submit any analytical reports based on the data provided under this agreement to CCPD for review and comment prior to publication or release. CCPD shall review and comment within ten (10) days of receipt of any analytical report. Kerry Yerico, or such other person identified by the CCPD, shall be the point of contact for pre-publication review requests and comments.

11. Requestor may create and share aggregate data analysis that incorporates CCPD data with CCHP staff and others involved in the Camden IDS project, provided that each individual receiving such data signs a non-disclosure agreement. Requestor shall mark any such document Confidential: Not For Distribution, until such time that the document is submitted for CCPD review in accordance with paragraph 10. The non-disclosure agreement must be substantially similar to the one attached as Exhibit A.
12. This Agreement will become effective on the date this document is signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives:

Camden County Police Department

By: ______________________________
Ross G. Angilella
County Administrator
County of Camden

Date: ______________________________

By: ______________________________
Kerry Yerico
Director
Criminal Intelligence & Analysis

Date: ______________________________

Requestor(s)

By: ______________________________
Jeffrey C. Brenner
Executive Director
Camden Coalition of Healthcare Providers

Date: ______________________________

By: ______________________________
Aaron Truchil
Associate Director of Research, Data and Evaluation
Camden Coalition of Healthcare Providers

Date: ______________________________
Exhibit A: Non-Disclosure Agreement

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into on this ___ day of __________ , 20___ by and between THE CAMDEN COALITION OF HEALTHCARE PROVIDERS (the "Coalition"), and ____________ (the "Recipient"). The Coalition and the Recipient are referred to herein each individually as “Party” and collectively as the “Parties.”

Recipient is participating in work related to the Coalition’s integrated data system (IDS), which combines administrative data collected by health care, law enforcement, homeless service providers, and other governmental and social service entities. As a participant in the IDS, Recipient may receive proprietary or confidential data, information, analysis, whether in tangible, or digital, electronic or other form (“Confidential Information”).

Confidential Information does not include information which: (i) is independently known or already in the possession of the receiving Party at the time of disclosure as shown by the receiving Party’s files and records; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature or available to the general public; or (iii) was obtained from a third party, provided that such third party is not under a confidentiality obligation to either Party to this Agreement.

NOW, THEREFORE, in consideration of any disclosure and participation in the IDS project the Coalition and the Recipient agree as follows:

1. Each Party shall: (a) hold the Confidential Information of the other Party in confidence; (b) not divulge or disclose any of the Confidential Information of the other Party or any information derived therefrom to any third person without prior written consent; (c) not make use of any of the Confidential Information of the other Party except in connection with the data analysis and investigation that is part of the IDS project and to improve the quality of services being delivered to Camden residents; and (d) not exploit, misuse, reverse engineer, or copy any of the Confidential Information of the other Party. Each Party will use at least the same standard of care in protecting against the disclosure, publication or dissemination of the other Party’s Confidential Information as it uses with respect to confidential data of its own business (which in no event shall be less than a reasonable standard of care), and will so inform and direct its employees, agents and contractors receiving any such Confidential Information. Each Party will promptly notify the other Party of any unauthorized release of any of the other Party’s Confidential Information.

2. Each Party shall be permitted to disclose the Confidential Information of the other Party to its employees, agents and contractors who: (a) have a need for access in connection with such Party’s evaluation of the proposed contractual, business or other mutually beneficial relationship between the Parties, or such Party’s obligations or performance under the current contractual, business or other mutually beneficial relationship between the Parties, as applicable; (b) have been advised of this Agreement; and (c) have signed a copy of this Agreement.

3. In the event that either Party is required by legal or administrative process or by law, or by rule or regulation to disclose any of the Confidential Information of the other Party, the Party required to make such disclosure shall give prompt notice so that the other Party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Party required to make such disclosure shall
disclose only that portion of the Confidential Information that its counsel advises it is legally required to disclose.

4. The Parties agree to fully comply with the Health Insurance Portability and Accountability Act of 1996 and its associated regulations and, more specifically, in 45 C.F.R. §§ 160 and 164, Standards for Privacy of Individually Identifiable Health Information, Final Rule (the “Final Privacy Rule”), and in 45 C.F.R. §§ 160, 162 and 164, Health Insurance Reform: Security Standards, Final Rule (the “Final Security Rule”) collectively referred to as (“HIPAA”), as they may be applicable to the proposed or existing contractual, business and/or other mutually beneficial relationship. If appropriate, the Parties agree to execute and abide by the terms and conditions of a Business Associate Agreement in a form satisfactory to the Coalition.

5. In the event a Party is provided with access to patient medical records, the Party receiving the records agrees that all patient medical records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of medical records, including, but not limited to HIPAA. All medical records and materials relating to patients shall be and remain the property of the disclosing Party during the term of the Agreement and upon the termination of the Agreement.

6. Each Party understands that this Agreement does not obligate the other Party to disclose any information or negotiate or enter into any agreement or relationship. Each Party agrees that this Agreement does not grant it a license in or to (or any other right in or to) the Confidential Information of the other party.

7. Each Party shall return the Confidential Information of the other Party (and all copies, extracts and other objects or items in which such Confidential Information may be contained or embodied) upon: (a) receipt of a request by the other Party; or (b) a termination by either Party of the business relationship between the Parties, or a decision by either Party not to proceed with the proposed contractual, business or other mutually beneficial relationship, as applicable.

8. Each Party acknowledges and agrees that due to the unique nature of the Confidential Information, any breach of this Agreement would cause irreparable harm to the non-breaching party for which damages are not an adequate remedy and that such non-breaching party shall therefore be entitled to equitable relief in addition to all other remedies available at law, without the need for posting a bond or other security.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Any controversy or claim arising out of, or relating to, this agreement or the breach thereof shall be resolved through binding arbitration.

10. This Agreement may not be amended, supplemented, modified or extended except by written agreement signed by the Parties.

11. No failure or delay on the part of the Parties in exercising any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy nor shall any single or partial exercise of any such right, power or remedy operate as a waiver.

12. This Agreement shall be binding on the heirs, personal representatives, employees, agents, officers, directors, successors and assigns of the parties. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms
remain in full force and effect.

13. The term of this Agreement is 36 months from the effective date of the Agreement unless before the end of the term either Party terminates the business relationship between the Parties, or either Party decides not to proceed with the proposed contractual, business or other mutually beneficial relationship pursuant to Section 7 of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives.

CAMDEN COALITION OF HEALTHCARE PROVIDERS

By: _______________________

Name: _______________________

Title: _______________________

Date: _______________________

RECIPIENT

By: _______________________

Organization: ________________

Title: _______________________

Date: _______________________