

**Memorandum of Understanding between
Vera Institute of Justice, Inc. and
Albany Department of Probation**

This memorandum documents the understanding between the Vera Institute of Justice (“Vera”) and the Albany Department of Probation Providing Data (“Agency”). This memorandum is to further Vera’s research project, Beyond the Big Apple New York State Bail Reform Project (hereinafter “the Project”), funded by Arnold Ventures. In consideration of the mutual understanding and goals of the parties to this MOU, the parties agree to the following:

- I. Project Overview.** The project will seek to develop a nuanced understanding of bail reform in counties outside of New York City, specifically upstate, central, and western New York. Vera will first evaluate the law’s impact on jail populations statewide; and then conduct site-based research in 6 counties outside of New York City to examine the impact on pretrial release and bail practices. Through this research, we will provide state and local policy makers, practitioners, and the public with a clear understanding of the impact of these reforms. We will also draw lessons for a national audience, particularly other states considering pretrial reform and closely watching to learn from New York’s experience.

II. Data Commitments

- a. Commitments.** Agency hereby commits to providing Vera researchers access to all data necessary for the analyses of discretion reports.
- b. Study cohorts.** Vera is requesting Agency data about all people who have participated in or are slated to participate in pre-trial supervision by the Agency.
- c. In general.** Agency will provide Vera researchers with access to the following administrative data from all six probation offices located in Albany from January 1, 2015 to December 31, 2019 and updated every six (6) months, as requested by Vera for the above cohorts:

1. Data requested:

- Start of Supervision Date
- End of Supervision Date
- Supervision Level
- Reason for Supervision
- Reason for Supervision Level
- Conditions of Supervision
- Court Appearance Information
- Compliance with Conditions (Calls, Check ins, etc.)
- Reason for Release from Supervision
- Individual information: Age, Race, Ethnicity, Gender, Town person is from
- Charges
- Warrant or Hold Information (Bench Warrant, Probation, Parole, etc.)

- Arresting Agency
 - Arraignment Court
 - Sentence (if applicable)
 - Case Disposition
- d. *Participation by staff.* Vera requests that Agency make their staff members of Agency regularly available for interviews as requested by Vera.
- e. *Data fields preliminary.* The list of fields requested in the abovementioned data requests is subject to the availability of data from Agency. Additions, deletions, or substitutions to the above list may be made upon the mutual written agreement of Vera and Agency; an exchange of emails between Points of Contact specified in Article IV, Paragraph (d) hereof is sufficient for this purpose.
- f. *Transfer.* Agency will transfer the administrative data and interview-cohort data to Vera's network via a secure file transfer protocol utilizing both encryption and password protection (SharePoint). The data files will be stored in a password protected area of Vera's computer network. Data files will be accessible only to designated research staff working on the study who have received training in human subject's protections and have signed Vera's confidentiality protocol.

III. Confidentiality and Disclosure

- a. Vera shall at all times preserve the confidentiality and security of information learned during the course of the study. Vera shall restrict the use and disclosure of information received during the study to those persons or entities (including agents and subcontractors) that have been hired, designated or assigned by Vera to conduct the study.
- b. Data collected during the course of this study will be securely maintained by Vera staff. Electronic databases will be stored on a Vera computer and will only be accessible with a password. Data access will be restricted to designated study personnel who have received training to maintain the confidentiality of data. All research staff will receive a copy of Vera's confidentiality policy and sign a statement of understanding before handling research data.
- c. Subject to the abovementioned confidentiality requirements, Vera has the right to publish any materials related to the work performed under this agreement. Any report published by Vera using Agency data pursuant to this agreement (1) shall acknowledge the support of Agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of Vera and not Agency.
- d. Vera represents and affirms that researchers working on this project are certified in either Protecting Human Research Participants online certification and/or Collaborative Institutional Training Initiative research ethics training. Vera's work will be consistent with regulations governing human subject research and will be reviewed by the Vera Institutional Review Board which includes strict requirements for data confidentiality and informed consent.

- e. The provisions of this Article shall remain in full force and effect following the termination or expiration of this agreement.

IV. Miscellaneous

- a. *No assignment of rights.* Neither party may assign its rights under this agreement without the express written permission of the other party. Any assignment that does not adhere to this provision will be deemed null and void.
- b. *Amendment only by mutual agreement.* This memorandum may be amended only by mutual, written agreement of the parties. Either party may terminate the agreement with thirty (30) days written notice to the other.
- c. *Term.* This agreement shall be in effect upon execution until the completion of the project, subject to extension by mutual, written agreement between Vera and Agency.
- d. *Points of Contact.* To facilitate successful administration of this study, each party will designate a principal representative who will act as the contact person for each party in day-to-day conduct of this study.

For Vera:

Name: Dr. Jaeok Kim
Title: Senior Research Associate
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Brooklyn, NY 11232

For Agency:

Name:
Title:
Telephone:
Fax:
Email:
Address:

[The remainder of this page is intentionally left blank.]

The foregoing is understood, accepted, and agreed to by Vera and Agency:

Agency:

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

Vera:

Adair Iacono
General Counsel & Secretary

Date