

Salt Lake County
Criminal Justice Advisory Committee
Executive Board
Draft Meeting Minutes
September 10, 2014
Room N2003 — Noon

In Attendance: (Executive Board members*)

Mayor Ben McAdams*	David Litvack	Irene Brown
Gary Dalton*	Chief Pam Lofgreen*	Pat Fleming*
Tim Whalen	Chief Robbie Russo*	Judge Randy Skanchy
Judge Brendan McCullagh*	Marla Kennedy	Moises Prospero
David Delquadro	Rupeng Zhuo	Brad Kendrick
Sim Gill*	Sherry Craig	

(Note: There may have been others present who did not sign the Attendance Roster)

MEETING CONVENED AT NOON (lunch provided)

Welcome and Introductions

- Mayor Ben McAdams welcomed everyone.

Minutes from June 11, 2014 Executive Committee Meeting

- Mayor McAdams said approval of the minutes of June 11, 2014 would be tabled as a quorum was not present.

State of Utah/Pew Justice Reinvestment Initiative

- Sim Gill gave an update on the initiative.
- Three sub-committees have been meeting for the past six weeks with plans to present recommendations in October.
- It is a broad initiative with the emphasis on non-violent offenders.
- Policy implications, treatment costs and fiscal restrictions could become roadblocks and must be addressed.
- Communication with all stakeholders is critical.

Regional Gang Reduction Initiative

- David Litvack introduced Rupeng Zhuo and Moises Prospero as the new members of the Regional Gang Reduction Initiative team.
- Moises gave a presentation explaining past efforts and the direction of the current initiative utilizing evidenced based policing methods.
- There must be community collaboration with police and all stakeholders.
- The presentation included some of the most effective methods of addressing gang reduction.

IJIS Portal Update and Next Steps

- David Litvack gave an update on the IJIS Portal and talked about the draft Interlocal Cooperative Agreement for Data Sharing Within the Palantir Government Information Analysis Platform and the Memo of Understanding for Data Sharing Within the Utah State Palantir Instance (both documents attached to original minutes).

- Next steps with the portals will be to incorporate data sharing between AP&P and Salt Lake County. The possibility of a healthcare data sharing portal will also be explored.

CJAC 2014 Budget Highlights

- Continued funding will be requested for the Correctional Program working groups to identify and develop evidenced based practices and sustainable policies, and to provide training.
- Additional funds will be requested to further develop the data sharing portals.

Follow-up Items & Updates

- Healthy Utah/Medicaid Expansion Support Letter. David Litvack has drafted the letter and will email a copy to CJAC members to determine individual willingness to sign the letter.
- CSG – County Systems Initiative. David said the data sharing request agreement project is moving forward.

Other Business

- With no further business, the meeting adjourned at 1:30 p.m.

*** Full Committee Meeting Minutes available via CJAC website www.cjac.slco.org or by request to the CJAC Admin. Assistant, Sherry Craig 385-468-3534

C J A C

SALT LAKE COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL

CJAC Executive Committee
SLCo Government Center
Wednesday, September 10th
Noon
SLCo Govt. Center (N2003)

AGENDA

- I. Welcome & Introductions
- II. Minutes from June 11th Executive Committee Meeting
- III. State of Utah/Pew Justice Reinvestment Initiative Sim Gill
 - a. Update & Discussion
- IV. IJIS Portal Update & Next Steps
- V. CJAC 2015 Budget Highlights
- VI. Regional Gang Reduction Initiative Moises Prospero
- VII. Follow-up Items & Updates:
 - a. Healthy Utah/Medicaid Expansion Support Letter
 - b. CSG – County Systems Initiative
- VIII. Next Meeting
- Executive Committee (October 8th)

INTERLOCAL COOPERATION AGREEMENT

for

DATA SHARING WITHIN THE PALANTIR GOVERNMENT INFORMATION ANALYSIS PLATFORM

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this ____ day of _____, 2014, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and the State of Utah, on behalf of the Utah Department of Corrections, Division of Adult Probation & Parole ("AP&P"). The County and AP&P are sometimes referred to collectively as the "Parties" and either may be referred to individually as a "Party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the County and AP&P are public agencies as defined by Chapter 11-13, UTAH CODE ANN. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, the State of Utah, on behalf of the State Information and Analysis Center, has purchased the State-wide Palantir Instance from Palantir USG, Inc., pursuant to Contract No. PD2113, effective as of September 1, 2010, and as amended by later contract extensions to include additional counties.

WHEREAS, Salt Lake County, on behalf of the Salt Lake Criminal Justice Advisory Council, has contracted with Palantir USG, Inc., to purchase business software licenses and associated training and support services (County Contract No. EH12149C effective as of September 5, 2012). The licenses and services enable Salt Lake County to link its records management systems to the State-wide Palantir Instance.

WHEREAS, the purpose of this Agreement is to facilitate open sharing of Data between the Parties within the State-wide Palantir Instance for Criminal Justice Purposes.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

I. DEFINITIONS

A. "Authorized Users" means current employees of the Parties who are authorized to review Data for Criminal Justice Purposes, and who have an approved login and password.

B. "Criminal Justice Purposes" means:

1. The enforcement, litigation, or investigation of criminal law;

2. The collection of information for presentence, probationary, or parole purposes; or
3. The performance of a Party's criminal justice duties and functions where:
 - a. The Data is used for a purpose similar to the purpose for which it was originally collected or obtained; and
 - b. The Data is used to produce a public benefit that is greater than or equal to the individual privacy right that protects the Data.

C. **"Data"** means data regarding, but not limited to, field interviews, crimes, arrests, calls for service/dispatch, jail visitations, citations or automatic license plate recognition data, whether stored within a Records Management System, a Computer Aided Dispatch, a Jail Management System, PIMS, UWITS, C-Track or other data repositories.

D. **"Data Provider"** means a Party that contributes or inputs Data into the State-wide Palantir Instance.

E. **"State-wide Palantir Instance"** means a copy of "Palantir Government" (now known as Palantir Gotham) proprietary off-the-shelf software, purchased and installed by the State of Utah, to be used as a government information analysis platform.

II. DATA SHARING

A. Each Party shall make Data available within the State-wide Palantir Instance and allow the Data to be used by the other Party for Criminal Justice Purposes. Each Party is responsible to specify classifications, access control limitations or special restrictions on the Data it contributes or inputs into the State-wide Palantir Instance.

B. Each Party shall use its best efforts to ensure the timeliness, completeness and accuracy of its Data. Each Party is responsible for creating, updating and deleting records in its own records management system or database according to its own policies.

C. Each Party retains the sole discretion to decide and manage which of its Data is inputted or contributed into the State-wide Palantir Instance, and which of its Data is used by the other Party for Criminal Justice Purposes. A Party may voluntarily withdraw its Data from the State-wide Palantir Instance at any time. As a result, such withdrawing Party's access to the State-wide Palantir Instance may be revoked or limited.

D. Each Party retains the sole discretion and responsibility to specify access control limitations or special restrictions on the Data it inputs or contributes into the State-wide Palantir Instance.

E. Each Party shall use the Data only when necessary to perform its Criminal Justice Purposes.

F. The Data inputted into the State-wide Palantir Instance shall remain the property of the Data Provider that inputted the Data. Both Parties are authorized to use Data shared to the

State-wide Palantir Instance but originating from the other Party for Criminal Justice Purposes, **provided that** all applicable federal, state and local laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the Security Standards at 45 CFR parts 160 and 164, subparts A, C, D and E, 42 CFR Part 2, 42 CFR 431.300-431.307 and all United States Department of Justice, Federal Bureau of Investigation and Criminal Justice Information Services requirements are met. The Parties acknowledge that certain types of Data may not be made available to both Parties.

G. Each Party shall ensure that only Authorized Users have access to or use information in the State-wide Palantir Instance. Each Party shall implement appropriate password protections and IT protocols to prevent unauthorized access to the State-wide Palantir Instance or to the Data of the other Party in its possession.

H. Upon receipt of a public records request, subpoena, or court order (“**Legal Request**”) for information in the State-wide Palantir Instance authored by or originated by the other Party, a Party shall immediately provide a copy of the Legal Request to the Data Provider and allow the Data Provider to respond to the Legal Request.

I. Neither Party shall release or make available any Data of the other Party to any person or entity not authorized to access the State-wide Palantir Instance or to any third party, except for Criminal Justice Purposes, pursuant to prior written approval of the Data Provider, or as required by law.

III. GENERAL PROVISIONS

A. This Agreement shall be effective upon execution by both Parties and shall continue for a period of three years, with each Party reserving the right to terminate without penalty at any time by providing written notice to the other Party.

B. The Parties agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

C. The Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (the “Act”). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither Party waives any defenses otherwise available under the Act nor does any Party waive any limits of liability currently provided by the Act. The Parties agree to indemnify each other and hold each other harmless from any damages, liabilities or claims arising as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this Agreement.

D. Each Party shall comply with all applicable federal, state and local laws, rules and regulations and contractual obligations governing use of Data.

E. Each Party shall comply with the terms and conditions governing use of the Palantir Instance.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

STATE OF UTAH

By _____
Its _____

ATTEST:

Approved as to Form and Legality:
Utah Attorney General

By _____
Date _____

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Approved as to Form and Legality:
Salt Lake County District Attorney

By _____
Adam Miller
Deputy District Attorney
Date _____

September 10, 2014

**Re: Memorandum of Understanding
Data Sharing within the Utah State Palantir Instance.**

The undersigned agencies of Salt Lake County (each an “Agency” and collectively the “Agencies”) desire to participate in the sharing of data hosted within the State-wide Palantir Instance (defined below).

The State of Utah, on behalf of the State Information and Analysis Center, has purchased the State-wide Palantir Instance from Palantir USG, Inc., pursuant to Contract No. PD2113, effective as of September 1, 2010, and as amended by later contract extensions to include additional counties.

Salt Lake County intends to enter into an interlocal agreement with the State of Utah and other local governmental entities to participate in a data-sharing network through the State-wide Palantir Instance.

Salt Lake County, on behalf of the Salt Lake Criminal Justice Advisory Council, has contracted with Palantir USG, Inc., to purchase business software licenses, associated training, support and technical services, and data integration services (County Contract No. EH12149C effective as of September 5, 2012). The licenses and services will enable Salt Lake County to link its records management systems to the State-wide Palantir Instance.

The purpose of this MOU is to facilitate open sharing of data, between Salt Lake County agencies and (where appropriate) within the State-wide Palantir Instance, for Criminal Justice Purposes.

I. DEFINITIONS

- A. “**Authorized Users**” means current employees of Agencies authorized to review Data for Criminal Justice Purposes, and who have an approved login and password.
- B. “**Criminal Justice Purposes**” means:
 - 1. The enforcement, litigation, or investigation of criminal law;
 - 2. The collection of information for presentence, probationary, or parole purposes; or
 - 3. The performance of an Agency’s criminal justice duties and functions where:
 - a. The Data is used for a purpose similar to the purpose for which it was originally collected or obtained; and
 - b. The Data is used to produce a public benefit that is greater than or equal to the individual privacy right that protects the Data.
- C. “**Data**” means data regarding, but not limited to, field interviews, crimes, arrests, calls for service/dispatch, jail visitations, citations or automatic license plate recognition data, whether stored within a Records Management System, a Computer Aided Dispatch, a Jail Management System, PIMS, UWITS, C-Track or other data repositories.
- D. “**Data Provider**” means an Agency that contributes or inputs Data into the State-wide Palantir Instance.
- E. “**State-wide Palantir Instance**” means a copy of “Palantir Government” (now known as Palantir Gotham) proprietary off-the-shelf software, purchased and installed by the State of Utah, to be used as a government information analysis platform.
- F. “**Vendor**” means Palantir USG, Inc. (and its affiliates). Vendor is not a party to, has no direct involvement in, and is not responsible for any actions taken under or arising from, this MOU.

II. DATA SHARING

- A. By agreeing to share Data with the State-wide Palantir Instance, an Agency will be granted front-end access to the Instance and shall designate which of its employees will be Authorized Users.

- B. Each Agency retains the sole discretion to decide and manage which of its Data is inputted or contributed into the State-wide Palantir Instance, and which of its Data is used by other Agencies for Criminal Justice Purposes.
- C. Each Agency retains the sole discretion and responsibility to specify access control limitations or special restrictions on the Data it inputs or contributes into the State-wide Palantir Instance.
- D. The Data inputted into the State-wide Palantir Instance shall remain the property of the Data Provider that inputted the Data. All Agencies are authorized to use Data shared to the State-wide Palantir Instance but originating from another Agency for Criminal Justice Purposes, *provided that* all applicable federal, state and local laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the Security Standards at 45 CFR parts 160 and 164, subparts A, C, D and E, 42 CFR Part 2, 42 CFR 431.300-431.307 and all United States Department of Justice, Federal Bureau of Investigation and Criminal Justice Information Services requirements are met. The parties acknowledge that certain types of Data may not be made available to all Agencies.
- E. An Agency may voluntarily withdraw its Data from the State-wide Palantir Instance at any time. As a result, such withdrawing Agency's access to the State-wide Palantir Instance may be revoked or limited.

III. AGENCY OBLIGATIONS

A. **Data Sharing.** Each Agency will:

- 1. Make Data available within the State-wide Palantir Instance and allow the Data to be used by other Agencies for Criminal Justice Purposes. Each Agency is responsible to specify classifications, access control limitations or special restrictions on the Data it contributes or inputs into the State-wide Palantir Instance.
- 2. Use its best efforts to ensure the timeliness, completeness and accuracy of its Data. Each Agency is responsible for creating, updating and deleting records in its own records management system or database according to its own policies.
- 3. Participate in periodic meetings and cooperate with the other Agencies to analyze and use the Data collected through this MOU.

B. **Palantir.** Each Agency will:

- 1. Cooperate with, and provide Data access to, Vendor sufficient to enable Vendor to perform services pursuant to the agreement with Salt Lake County. Each Agency retains all rights and discretion to determine which of its Data may be provided to Vendor and to set any applicable limitations or conditions. The Agencies acknowledge Vendor is responsible to accept and accommodate the particular needs and concerns of an Agency for its Data.
- 2. Comply with the terms and conditions governing use of the Palantir Instance.

C. **Data Usage.** Each Agency will:

- 1. Use the Data only when necessary to perform its Criminal Justice Purposes.
- 2. Ensure that only Authorized Users have access to or use information in the State-wide Palantir Instance. Each Agency shall implement appropriate password protections and IT protocols to prevent unauthorized access to the State-wide Palantir Instance or the Data of other Agencies in such Agency's possession.
- 3. Not release or make available any Data of another Agency to any person or entity not authorized to access the State-wide Palantir Instance or to any third party, except for Criminal Justice Purposes, pursuant to prior written approval of the Data Provider, or as required by law.
- 4. Upon receipt of a public records request, subpoena, or court order ("**Legal Request**") for information in the State-wide Palantir Instance authored by or originated by another Party, a Party shall immediately provide a copy of the Legal Request to the Data Provider and allow the Data Provider to respond to the Legal Request.

5. Each Agency will comply with all applicable federal, state and local laws, rules and regulations and contractual obligations governing use of Data

IV. GENERAL PROVISIONS

- A. Additional County agencies may be added to this MOU by executing the signature page and accepting the terms and conditions of this MOU, thereby becoming an "Agency" hereunder.

[AGENCY]

[AGENCY]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[AGENCY]

[AGENCY]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[AGENCY]

[AGENCY]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[AGENCY]

[AGENCY]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Ben McAdams
Salt Lake County Mayor

**Carlton
Christensen**
Office of Regional
Development

Criminal Justice Advisory Council
David Litvack | Coordinator

Legislative Leadership
Utah State Senate
Utah State House of Representatives

Dear.....

On behalf of Salt Lake County's Criminal Justice Advisory Council (CJAC), we the undersigned would like to express our support for Governor Herbert's Healthy Utah Plan.

The Criminal Justice Advisory Council (CJAC), within the Salt Lake County Mayor's Office, is a collaborative body with the mission to implement efficient and effective methods of reducing recidivism and promoting crime prevention through collaboration and coordination. CJAC's goals are to enhance public safety, increase offender accountability, and support programs that empower criminal justice involved individuals to succeed in the community.

We believe that access to primary and behavioral health care is vital to our efforts to reduce recidivism and enhance public safety. The Healthy Utah Plan will provide access to critical services for many individuals currently cycling in and out of the Salt Lake County Jail and the local criminal justice system. Local and national data suggests that at least 80% of individuals in jails and prisons are in need of substance abuse treatment. Furthermore, the Council of State Governments, Justice Center estimates that between 70- 90% of inmates leaving jails and prisons across the country do not have access to health insurance. Without Healthy Utah, the majority of Utahns exiting jail or prison will continue to go without critical care.

We know that treatment works. Access to substance abuse and mental health treatment reduces recidivism, reduces victimization, enhances public safety, and holds the offender accountable. Healthy Utah will further CJAC's mission by enhancing the capacity of successful programs like Drug Court, Mental Health Court, and DORA; and by creating opportunity to support innovative programs like Salt Lake County's Mobile Crisis Response Team and the Receiving Center that divert individuals away from the criminal justice system and into treatment.

Finally, we recognize that to accomplish our goals of criminal justice reform, behavioral health care providers must follow best practices. We have, and will continue to do our part in supporting initiatives to ensure programs in Salt Lake County are evidence-based and accountable for their outcomes. We want to make sure that our criminal justice goals are achieved and that public tax dollars are used wisely and effectively.

We urge the Utah State Legislature to support Governor Herbert and the Healthy Utah Plan, and help provide the resources to reform lives and the criminal justice system.

Respectfully (the undersigned),

Salt Lake County
Criminal Justice Advisory Committee
Executive Board
Draft Meeting Minutes
June 11, 2014
Room N3005 — Noon

In Attendance: (Executive Board members*)

Mayor Ben McAdams*	David Litvack	Patrick Anderson*
Judge Royal Hansen*	Sim Gill*	Padma Veeru-Collings*
Irene Brown	Gary Dalton*	Chief Pam Lofgreen
Lori Bays*	Pat Fleming	Tim Whalen
Judge Brendan McCullagh*	Hallie Fader Towe	Jen Loeffler-Cobia
Sherry Craig		

(Note: There may have been others present who did not sign the Attendance Roster)

MEETING CONVENED AT NOON (lunch provided)

Welcome and Introductions

- Mayor Ben McAdams welcomed everyone and asked for introductions.

Minutes from May 14, 2014 Executive Committee Meeting

- Mayor McAdams asked for approval of the May 14, 2014 meeting minutes. **Motion** to approve the minutes by Judge Hansen. **Second** Sim Gill. MOTION APPROVED.

Recidivism Report

- David Litvack explained the Salt Lake County Criminal & Social Justice System Recidivism Report (copy attached to original minutes).
- The report is meant to be a starting point only and not to be utilized for decision making at this time as it represents only 3 years of data collection. David pointed out some of the highlights and trends.
- Discussion and questions followed. Some of the topics of discussion were:
 - The length of time between arrests and re-arrests.
 - Separating drug offenses from non-drug offenses.
 - Collecting data from prior years (2007, 2008, and 2009).
 - Criteria for data on new charges.
 - A breakdown of each category and issue that leads to recidivism.
 - Comparison data between Salt Lake County, State of Utah, and national partners.

Council of State Governments Partnership

- Development of Scope of Work & Proposed Timeline.
 - Hallie Fader Towe from The Council of State Governments (CSG) explained the Salt Lake County Criminal Justice Intercept Points & Initiative (copy attached to original minutes).
 - The anticipated kickoff is August and will be presented at the Full Committee CJAC meeting on August 13th.

- The project outcomes will be systems and decisions that are data driven. Through discussion with agency partners, new solutions in processes and policies will be developed.
- The project will consist of three main components:
 - Analysis of the needs of people moving through the criminal justice system.
 - Performance measures.
 - SL County's role in the conversation currently ongoing with state and national partners.
- Gary Dalton suggested CSG's participation in the upcoming fall conference.
- David Litvack said a letter with the scope of work will be prepared and circulated with CJAC members.

IJIS Portal / Intra County MOU

- David Litvack said the Palantir Portal MOU (draft copy attached to original minutes), will manage data sharing between County agencies and also with Palantir. CJAC members should email David with any feedback on the MOU.

Other Business

- Mayor McAdams said the County Council is urging the legislature to support Governor Herbert's alternative to Medicaid Expansion. A letter from the CJAC Committee in support of the Governor's alternative will be composed and circulated to CJAC and CCJJ members, signed and sent to the legislature.
- The July CJAC meeting is cancelled and the next meeting is the Full Committee CJAC meeting on August 13, 2014.
- With no further business, the meeting adjourned at 1:35 p.m.

*** Full Committee Meeting Minutes available via CJAC website www.cjac.slco.org or by request to the CJAC Admin. Assistant, Sherry Craig 385-468-3534

C J A C

SALT LAKE COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL

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