



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“NDA”) is entered into by and between:

- Cabinet for Family and Health Services
- Central State Hospital
- Commonwealth of Kentucky Probation and Parole
- Federal Bureau of Investigation Louisville Field Office
- Jefferson County Attorney’s Office
- Jefferson County Public Schools
- Norton Hospital
- Seven Counties Services
- The Archdiocese of Louisville
- The Brook Hospitals
- The Louisville/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department (“LMPD”)
- United States Attorney’s Office Western District of Kentucky
- University of Louisville Emergency Psychiatric Services
- UofL Hospital
- Veterans Affairs Hospital Louisville

each for itself and its subsidiaries, affiliates and related entities, and all successors and assigns and their officers, directors, employees, contractors, and agents (each a “Party” and collectively “the Parties”).

RECITALS

- A. The Parties intend to disclose to each other information, which may include Confidential Information as defined herein, relating to the assessment and management of threat actors, that is persons who have made criminal threats of mass violence (the “Purpose”); and
- B. The Parties intend to exchange Confidential Information in furtherance of the Purpose;
- C. In connection with the above, the Parties desire to enter into this NDA in accordance with the terms and conditions set forth below.

TERMS AND CONDITIONS

1. Confidential Information. The term “Confidential Information” as used in this NDA shall mean any information, data, or materials pertaining to a Party’s threat actor’s mental health information, legal status, management plan regardless of form of communication (whether oral, in hard copy, electronic, magnetic recording or storage, graphic or written form, or any other medium whatsoever), and whether furnished on or after the date of this Agreement, that is not currently available to the general public, and could constitute sensitive patient, participant, or attendance information in furtherance of the stated goals to prevent mass violence through cooperative multidisciplinary Louisville Behavioral Assessment Management Team.

“Information” includes, but shall not be limited to, plans and processes, strategies and management techniques, pertinent client information, pertinent student records, participation records, in compliance with 45 CFR § 164.512 (HIPAA) which allows disclosure by a medical facility to a law enforcement officer, in this case members of the LMPD Homeland Security

Unit, to use or disclose protected health information when necessary to prevent or lessen a serious and imminent threat to the health and safety of a person or the public; or in compliance with 20 U.S.C.

1232g(b)(1)(I) (FERPA) which allows for disclosure of records to appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons.

2. Use of Confidential Information. If a party receives Confidential Information, that party agrees to

(a) use the Confidential Information only for the Purpose;

(b) restrict disclosure of the Confidential Information solely to those employees or authorized representatives of such party and its affiliates with a “need to know” and not disclose it to any other person or entity without prior written consent of the disclosing party. A “need to know” means that the person requires the Confidential Information in order to perform his or her responsibilities in connection with the evaluation of the Purpose;

(c) advise those personnel who gain access to Confidential Information of their obligations with respect to the Confidential Information;

(d) make only the number of copies of the Confidential Information necessary to disseminate the information to those personnel who are entitled to have access to it, and ensure that all confidential notices set forth on the Confidential Information are reproduced in full on such copies; and

(e) safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as recipient uses to protect its own confidential and private information.

3. The obligations of Paragraph 2 above shall not apply to any Confidential Information which the recipient can demonstrate:

(a) is or becomes available to the public through no breach of this NDA;

(b) was previously known by the recipient without any obligation to hold it in confidence;

(c) is received from a third party not a broker or agent for the disclosing party;

(d) is independently developed by the recipient without the use of Confidential Information of the disclosing party;

(e) is approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;

(f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or

(g) is required to be disclosed pursuant to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order.

4. When requested by the recipient, the disclosing party agrees to provide a non-confidential summary prior to disclosure of the actual Confidential Information to enable the recipient to determine whether it can accept the Confidential Information. Each party has the right to refuse to accept any information under this NDA, and nothing obligates either party to disclose to the other party any particular information, rather in the spirit of the Purpose this sharing of information is intended to create a pathway away from violence by the threat actor.

5. Confidential Information, including permitted copies, shall remain the property of the disclosing party. The recipient shall, within 20 days of a written request by the disclosing party and at the election of the disclosing party, either return all Confidential Information, including all copies thereof, to the disclosing party, or destroy all such Confidential Information (with certification to the disclosing party of such destruction), so long as any destruction occurs in compliance with applicable record retention schedule(s).

6. Nothing contained in this NDA or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party's right to conduct any discussions with others not a party to this NDA so long as any disclosing party Confidential Information is not discussed or shared with others who are not party to this NDA.

7. This NDA may not be assigned by either party without prior written consent of the other. No permitted assignment shall relieve a party of its obligations hereunder with respect to Confidential Information disclosed to that party prior to the assignment. This NDA shall be binding upon the Parties and their respective successors and assigns.

8. This NDA represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior communications, NDAs and understanding related thereto. The provisions of this NDA may not be modified, amended, or waived, except by a written instrument duly executed by both parties.

11. This NDA shall be governed in all respects by the domestic laws of the Commonwealth of Kentucky. Exclusive jurisdiction over and venue of any

suit arising out of or relating to this Agreement will be in federal or state court in Jefferson County, Kentucky.

12. This NDA shall expire two (2) years after the date of signature by both parties. Confidential Information received pursuant to this NDA shall continue to be held in confidence following the expiration of this term until it is returned or destroyed per Term and Condition Section 5 or if or until any Term or Condition Section 3 exception applies.

13. This NDA may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one NDA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of April 26, 2023.

Cabinet for Family and Health Services

By: _____

Title: _____

Date: _____

Central State Hospital

By: _____

Title: _____

Date: _____

Commonwealth of Kentucky Probation and Parole

By: DocuSigned by:
Mary Leilio Murk
8F84A30D9D58498...

Title: Probation and Parole Officer I

Date: 2/16/2023 | 10:24 EST

Federal Bureau of Investigation Louisville Field Office

By: DocuSigned by:
Brian M. Jones
73000078AD514FD

Title: Assistant Special Agent in Charge

Date: 3/6/2023 | 16:18 EST

Jefferson County Attorney's Office

By: DocuSigned by:
Jeff Derouen
E08A20C8170844D

Title: First Assistant County Attorney

Date: 3/10/2023 | 14:48 EST

Jefferson County Public Schools

By: _____

Title: Principal

Date: _____

Norton Hospital

By: _____

Title: _____

Date: _____

Seven Counties Services

By: DocuSigned by:
Jean Romaro
8EAE111E9916100...

Title: Vice President, Adult Services

Date: 2/8/2023 | 11:04 EST

The Archdiocese of Louisville

By: DocuSigned by: Marybeth Bowling

Title: Superintendent Archdiocese of Louisville

Date: 2/8/2023 | 16:39 EST

The Brook Hospitals

By: _____

Title: _____

Date: _____

The Louisville/Jefferson County Metro Government

By: _____

Title: _____

Date: _____

United States Attorney's Office Western District of Kentucky

By: _____

Title: _____

Date: _____

University of Louisville Emergency Psychiatric Services

By: _____

Title: _____

Date: _____

University of Louisville Hospital

By: _____

Title: _____

Date: _____

Veterans Affairs Hospital Louisville

By: DocuSigned by:
Sonny Hatfield
647060518821410 _____

Title: Veterans Justice Outreach Specialist _____

Date: 2/8/2023 | 12:25 EST _____