### LOUISIANA HEALTH SCIENCES CENTER NEW ORLEANS POLICE DEPARTMENT MEMORANDUM OF UNDERSTANDING BETWEEN, NEW ORLEANS POLICE DEPARTMENT, ORLEANS PARISH DISTRICT ATTORNEY'S OFFICE, ORLEANS PARISH SHERIFF'S OFFICE,

### AND

### LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER NEW ORLEANS

Pursuant to La. R.S. 17:3399.14, this Memorandum of Understanding ("MOU") is a collaboration between the Louisiana State University Health Sciences Police Department, New Orleans Police Department, Orleans Parish District Attorney's Office, Orleans Parish Sheriff's Office, (the "Institution"), each represented by the authorized signatory below.

The law requires that all public institutions of higher education shall enter into and maintain a written memorandum of agreement with local law enforcement agencies, including the campus police department, if any, the local district attorney's office, and any law enforcement agency with criminal jurisdiction over the campus, to clearly delineate the responsibilities and share information, in accordance with applicable state and federal confidentiality laws, including but not limited to trends regarding power-based violence committed by or against students of an institution. (Power-based violence shall include the offenses listed on Exhibit A.)

With signature to this MOU by all parties, representatives are demonstrating a commitment to the requirements of La R.S. 17:3399.14. This agreement shall be reviewed annually by each institution's chancellor, Title IX coordinator, and the executive officer of the criminal justice agency, and shall be revised as considered necessary.

Nothing in this MOU entered into by the Parties shall be construed as prohibiting a victim or responsible employee from making a complaint to both the institution and a law enforcement agency.

The parties agree as follows:

# 1. Louisiana State University Health Sciences Center New Orleans Police Department agrees to:

- a. Designate a liaison to serve and work with the Institution, including the Institution's campus security and Title IX Coordinator, and to serve as the agency's contact person.
- b. Maintain communication and contact with the Institution and Title IX Coordinator at the Institution, to the extent able to do so without jeopardizing its own investigation, including meeting with their Title IX Coordinator or others to assist the institution in resolving power-based violence committed on its campus by or against students of an institution, and to promote the proper methods of preservation of evidence;

- c. Notify the Institution, to the extent able with respect to any confidentiality requirements imposed by law, of any report of power-based violence committed on the campus by or against students of the institution;
- d. Coordinate investigations with the Institution, to the extent able to do so without jeopardizing its own investigation, to assure that any reported incident involving power-based violence committed on the campus by or against students of the institution is fully investigated;
- e. Assist in the development and implementation of training for use by the Institution related to sharing information and conducting investigations into power-based violence committed on the campus by or against students of the institution;
- f. Share general information with the Institution about power-based violence committed on the campus by or against students of the institution with the goal of promoting and improving campus safety;
- g. Include on its police reports information related to the status of the alleged victim as a student of the Institution; and
- h. Develop and support policies and procedures to establish and maintain meaningful communication between all signatories to this MOU.

### 2. Louisiana State University Health Sciences Center New Orleans agrees to:

- a. Designate a liaison to serve and work with the Law Enforcement Group, and to serve as the Institution's contact person.
- b. Maintain communication and contact with the Law Enforcement Group, to the extent able to do so without jeopardizing their own investigation, including meeting with their Title IX Coordinator or others to assist those in resolving power-based violence committed on the campus by or against students of the institution, and to promote the proper methods of preservation of evidence;
- c. Notify the Law Enforcement Group, to the extent able with respect to any confidentiality requirements imposed by law, of any report of power-based violence committed on the campus by or against students of the institution;
- d. Coordinate investigations with the Law Enforcement Group, to the extent able to do so without jeopardizing their own investigation, to assure that any reported incident involving power-based violence committed on the campus by or against students of the institution is fully investigated;
- e. Assist the development and implementation of training with the Law Enforcement Group, for the sharing of information and conducting investigations into power-based violence committed on the campus by or against students of the institution;

- f. Share general information with the Law Enforcement Group, where applicable, about power-based violence committed on the campus by or against students of the institution, with the goal of promoting and improving campus safety; and
- g. Develop and support the policies and procedures to establish and maintain the communication between all signatories to this MOU.
- 3. Term: This MOU shall be reviewed annually.

This Memorandum of Understanding is hereby accepted and adopted by the following authorized representatives:

Navy Orleans Balica Department	Data
New Orleans Police Department	Date 17-79-7
Orleans Parish District Attorney's Office	Date
Orleans Parish Sheriff's Office	Date
Louisiana State University Health Sciences Center New Orleans	No. of the last of
Police Department	Date
Louisiana State University Health Sciences Center New Orleans	Date

- f. Share general information with the Law Enforcement Group, where applicable, about power-based violence committed on the campus by or against students of the institution, with the goal of promoting and improving campus safety; and
- g. Develop and support the policies and procedures to establish and maintain the communication between all signatories to this MOU.
- 3. **Term:** This MOU shall be reviewed annually.

This Memorandum of Understanding is hereby accepted and adopted by the following authorized representatives:

New Orleans Police Department	Date
Orleans Parish District Attorney's Office	Date
Marl nycom	12/30/202
Orleans Parish Sheriff's Office	Date
Louisiana State University Health Sciences Center New Orleans Police Department	Data
ronce Department	Date
Louisiana State University Health Sciences Center New Orleans	Date:

- f. Share general information with the Law Enforcement Group, where applicable, about power-based violence committed on the campus by or against students of the institution, with the goal of promoting and improving campus safety; and
- g. Develop and support the policies and procedures to establish and maintain the communication between all signatories to this MOU.
- 3. Term: This MOU shall be reviewed annually.

This Memorandum of Understanding is hereby accepted and adopted by the following authorized representatives:

New Orleans Police Department	Date
Orleans Parish District Attorney's Office	Date
Orleans Parish Sheriff's Office	Date
Louisiana State University Health Sciences Center New Orleans	12/30/21
Police Department  State Veloc  Louisiana State University Health Sciences Center New Orleans	Date  /2/29/202/  Date

# $\frac{\textbf{MEMORANDUM OF UNDERSTANDING}}{\textbf{EXHIBIT A}}$

### Power-Based Violence shall include the following offenses:

Dating Violence	La. R.S. 46:2151(c)
Family Violence	La. R.S. 46:2132(3)
Domestic Abuse	La. R.S. 46:2121.1(2)
Non-consensual observation of another person's sexuality without the other person's consent, including voyeurism	La. R.S. 14:283.1
Video voyeurism	La. R.S. 14:283
Non-consensual disclosure of a private image	La. R.S. 14:283.2
Peeping tom activities	La. R.S. 14:284
Sexual assault	La. R.S. 14:41,42, 43.5, 89, 89.1, 106
Sexual exploitation	La. R.S. 14:46.2, 82, 86
Sexual harassment	
Stalking	La. R.S. 14:40.2
Cyberstalking	La. R.S. 14:40.3
Unlawful communications	La. R.S. 14:285
Unwelcome sexual or sex or gender based conduct that is objectively offensive, as a discriminatory intent, and lacks a bona fide academic purpose	

### MEMORANDUM OF UNDERSTANDING

## New Orleans Police Department and Louisiana Health Sciences Center New Orleans

This Memorandum of Understanding ("Agreement") is recognized as a cooperative, collaborative commitment between the New Orleans Police Department ("NOPD") and LSU Health Sciences Center New Orleans ("LSUHSC-NO"), to delineate responsibilities and share information related to sexually-oriented criminal offenses, and as proof of commitment as acknowledged by the signature of each agency's representative. NOPD and LSUHSC-NO may sometimes be collectively referred to as the "Parties" and individually as a "Party." This Agreement shall remain in effect until cancelled and may be cancelled at any time by either Party upon written notice to the other Party.

Act 172 of the 2015 Regular Session of the Louisiana Legislature ("Act 172"), now Louisiana Revised Statutes 17:3351 (H) and 17:3399.11 through 17:3399.15, requires that all public institutions of higher education enter into a memorandum of agreement with local law enforcement agencies to clearly delineate the responsibilities and share information, in accordance with applicable state and federal confidentiality laws, regarding sexually-oriented criminal offenses, including trends, occurring against students at institutions of higher education located in Orleans Parish. Prior collaborations among the different agencies have, until this time, been informal and unwritten arrangements. With signature to this Agreement, all representatives are demonstrating a commitment to the requirements of Act 172.

Pursuant to this Agreement, the Parties agree as follows:

#### The NOPD:

- Designate a liaison to serve and work with the LSUHSC-NO and to serve as LSUHSC-NO's contact person;
- Maintain communication and contact with LSUHSC-NO, to the extent that they are able
  without hampering or jeopardizing their own investigation, including meeting with the
  LSUHSC-NO Campus Police to assist LSUHSC-NO's Title IX Coordinators in resolving
  sexually-oriented criminal offenses that may have occurred on their campuses or involved

- a student as a complainant or a respondent and to promote the proper methods of preservation of evidence;
- Notify LSUHSC-NO, to the extent they are able with respect to any confidentiality requirements, of any report of a sexually oriented criminal offense that may have occurred on their campuses or involved a student as a complainant or a respondent;
- Coordinate investigations, to the extent that they are able without hampering or
  jeopardizing their own investigation, to assure that any reported incident involving
  sexually-oriented criminal offenses that may have occurred on their campuses or involved
  a student as a complainant or a respondent is fully investigated;
- Assist in the development and implementation of training for LSUHSC-NO for sharing
  information and conducting investigations into sexually-oriented criminal offenses that
  may have occurred on their campuses or involved a student as a complainant or a
  respondent is fully investigated;
- Share general information about sexually-oriented criminal offenses that may have occurred on their campuses or involved a student as a complainant or a respondent to improve campus safety;
- Develop and support the policies and procedures to establish and maintain the communication between all Parties to this Agreement.

### LSUHSC-NO:

- Designate a liaison to serve and work with the NOPD and to serve as the NOPD's contact person;
- Maintain communication and contact with the NOPD, to the extent that they are able
  without hampering or jeopardizing their own investigation, to assist LSUHSC-NO in
  resolving sexually-oriented criminal offenses that may have occurred on their campuses or
  involved a student as a complainant or a respondent and to promote the proper methods of
  preservation of evidence;
- Notify the NOPD, to the extent they are able with respect to any confidentiality requirements, of any report of a sexually oriented criminal offense that may have occurred on their campuses or involved a student as a complainant or a respondent;

Coordinate investigations, to the extent that they are able without hampering or
jeopardizing their own investigation, to assure that any reported incident involving
sexually-oriented criminal offenses that may have occurred on their campuses or involved
a student as a complainant or a respondent is fully investigated;

 Assist in the development and implementation of training for LSUHSC-NO for sharing information and conducting investigations into sexually-oriented criminal offenses that may have occurred on their campuses or involved a student as a complainant or a respondent is fully investigated;

 Share general information about sexually-oriented criminal offenses that may have occurred on their campuses or involved a student as a complainant or a respondent to improve campus safety;

• Develop and support the policies and procedures to establish and maintain the communication between the Parties to this Agreement.

This Agreement is hereby accepted and adopted by the following:

Mayor of City of New Orleans

Larry Hollier, M.D.

Honorable La Toya Cantrell	10/5/202 Date
Louisiana Health Sciences Center New Orleans	

9/29/27 Date

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans