

# DATA TRANSFER AND USE AGREEMENT

Between

**THE COUNTY OF SANTA BARBARA**

And

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Data Transfer and Use Agreement (“Agreement” or “DUA”) is entered into on this 1<sup>st</sup> day of August, 2024 (“Effective Date”) by and between THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter called “PROVIDER,” and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its Santa Barbara campus, hereinafter called “RECIPIENT”.

WHEREAS, RECIPIENT is a non-profit organization dedicated, in part, to engaging in high quality research activities for the advancement of knowledge and benefit of the public; and

WHEREAS, for use within the RECIPIENT’s mission of research and public service, RECIPIENT’s Investigator has requested from PROVIDER, as each term is defined below in Section 1, the DATA for the Research Use by the RECIPIENT’s Investigator; and

NOW THEREFORE, in consideration of the supply of the DATA from PROVIDER to RECIPIENT , the parties agree as follows:

1. Definitions.

- a. “DATA”: the information and data delivered to RECIPIENT by PROVIDER, as identified in Appendix A attached hereto, and any portions thereof.
  - (i) If the DATA being provided is coded, the PROVIDER will not release, and the RECIPIENT will not request, the key to the code.
  - (ii) PROVIDER is a HIPAA Covered Entity, and the DATA will be a Limited Data Set as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
  - (iii) In accordance with Section 164.514(e)(2) of the HIPAA Privacy Rule, the DATA shall exclude the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
    - (i) Names;
    - (ii) Postal address information, other than town or city, State, and zip code;
    - (iii) Telephone numbers;
    - (iv) Fax numbers;
    - (v) Electronic mail addresses;
    - (vi) Social security numbers;
    - (vii) Medical record numbers;
    - (viii) Health plan beneficiary numbers;
    - (ix) Account numbers;
    - (x) Certificate/license numbers;

- (xi) Vehicle identifiers and serial numbers, including license plate numbers;
- (xii) Device identifiers and serial numbers;
- (xiii) Web Universal Resource Locators (URLs);
- (xiv) Internet Protocol (IP) address numbers;
- (xv) Biometric identifiers, including finger and voice prints; and
- (xvi) Full face photographic images and any comparable images.

- b. "RECIPIENT Investigator": the university scientific investigator employed by RECIPIENT named in Appendix A.
- c. "Research Use": the scientific Research Use specified in Appendix A.
- d. "Confidential Information": portions of the DATA or other materials related to the DATA in written or other tangible form that are sensitive or proprietary and that are marked as confidential at the time of disclosure. Confidential Information that is first disclosed orally will be protected under this definition provided it is reduced to writing within fourteen (14) days of disclosure. Confidential Information does not include information which:
  - (i) the receiving party can establish to have developed independently of disclosure by the disclosing party;
  - (ii) at the time of disclosure is, or subsequently becomes, public knowledge other than through acts or omissions of the receiving party in breach of this Agreement;
  - (iii) is lawfully obtained by the receiving party from sources other than the disclosing party;
  - (iv) the receiving party is required to disclose due to law or court action.

2. Use.

RECIPIENT shall use the DATA for the Research Use and may also use the DATA for secondary research purposes. Secondary research would involve aggregated, de-identified data to answer later research questions in the broader criminal justice field. Additionally, RECIPIENT shall use the DATA in compliance with all applicable statutes and regulations. RECIPIENT will not use the DATA on any human subjects, for commercial purposes, or for any other use other than the Research Use and will not make any attempt to identify any individual based on de-identified records in the DATA.

3. Confidentiality.

RECIPIENT must use appropriate safeguards as defined under HIPAA Rules and related Department of Health and Human Services guidance, to prevent any use or disclosure of the DATA other than as permitted by this DUA.

RECIPIENT must immediately, but in all cases no more than 30 days, report to PROVIDER any use or disclosure of the DATA not permitted by this DUA of which it becomes aware. RECIPIENT must report any unauthorized use or disclosure of the DATA by giving notice to the Authorized Representative identified in Section 8.

RECIPIENT must not identify or attempt to identify or contact any specific individual whose information appears in the DATA.

Any Confidential Information disclosed by the PROVIDER to the RECIPIENT shall be treated as confidential and maintained in confidence by the RECIPIENT. The RECIPIENT shall not disclose any Confidential Information of the PROVIDER except to its own personnel who have a need to know. Without limiting the foregoing, the RECIPIENT shall take at least the same steps and use the same methods to prevent the unauthorized use or disclosure of Confidential Information of the PROVIDER as it takes to protect its own confidential or proprietary information. The confidentiality obligations of each party under this Agreement shall remain in effect for three (3) years from the Effective Date hereof.

4. Data Security, Distribution and Retention.

RECIPIENT will ensure that the DATA and any Confidential Information included in the DATA is stored on computers and storage media accessible only by RECIPIENT Investigator and employees of RECIPIENT with a need to use them, and that only the minimum number of copies reasonably necessary to accomplish the Research Use will be made. With regard to all DATA, whether Confidential Information or not, RECIPIENT shall not, and will inform all users that they may not:

- a. Disclose any portions of DATA that are individually identifiable or that otherwise identifies persons, directly or indirectly, except as permitted under this Agreement;
- b. Use the DATA to learn the identity of any person or entity included in the DATA or to contact any such person or entity for any purpose;
- c. Make any statements suggesting that conclusions or interpretations of the RECIPIENT Investigator are those of the DATA or of PROVIDER; and
- d. Redistribute the DATA to anyone other than to one who works under the direct supervision of the RECIPIENT Investigator within the Research Use without the prior written consent of PROVIDER. RECIPIENT will refer any requests for the DATA to PROVIDER.

RECIPIENT must not disclose the DATA to any third party, including any agent or contractor, without prior written consent of PROVIDER.

RECIPIENT must retain the DATA only for the reasonable duration of the program specified in APPENDIX A, unless otherwise authorized by PROVIDER in writing. RECIPIENT will promptly and securely destroy the DATA, using industry-accepted methods, on termination of this DUA or completion of the program specified in APPENDIX A, whichever occurs first, and promptly give PROVIDER written certification of such destruction.

5. Warranty.

PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent legally permitted, RECIPIENT assumes all liability for claims for damages against it by third parties that may arise from RECIPIENT's use of the DATA.

6. Publication of Research Results.

- a. RECIPIENT may publish or present research results relating to its use of the DATA. RECIPIENT agrees to supply PROVIDER with a copy of any proposed manuscript, abstract, or

- presentation at least thirty (30) days prior to such publication or presentation to allow PROVIDER an opportunity to review and request removal of Confidential Information if present.
- b. RECIPIENT agree to acknowledge PROVIDER as the source of the DATA in any publications reporting the use of the DATA as follows:

The County of Santa Barbara

7. Term and Termination

- a. Date. This Agreement shall be effective when executed by both parties, and shall terminate on the earlier of the following dates:
- (i) December 31, 2026; or
  - (ii) upon written notice of PROVIDER, except that such termination shall apply only to future disclosures and shall not terminate the rights of RECIPIENT to use DATA previously disclosed by PROVIDER to RECIPIENT.
- b. Return of DATA. As directed by PROVIDER, RECIPIENT shall stop using the DATA and shall return or destroy the DATA on the termination of this Agreement. If RECIPIENT chooses to destroy the DATA, RECIPIENT shall promptly provide PROVIDER with a written certification of such destruction. In the event the DATA is destroyed, the terms of this DUA shall remain effective in their entirety until PROVIDER receives the certificate of data destruction as set forth in Section 4.

8. Whenever any notice is to be given hereunder, it will be in writing and sent to the attention of the authorized representative for the receiving party indicated below (“Authorized Representative”) by certified mail or overnight courier, at the following address:

PROVIDER: County of Santa Barbara, Tracy Macuga, Public Defender  
Office of the Public Defender  
1100 Anacapa Street  
Santa Barbara, CA 93101  
Attn: Chief Public Defender

RECIPIENT: University of California, Santa Barbara  
Office of Technology & Industry Alliances  
342 Lagoon Road – Mail Code 2055  
Santa Barbara, California 93106-2055  
Attn: Jenna Nakano, MTA/NDA Officer

9. This Agreement will be governed by the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof.
10. This Agreement shall be binding on the successors and assigns of the PROVIDER and RECIPIENT. However, neither party may assign this Agreement, in whole or in part, without the other party’s written consent. Any attempted assignment in violation of this provision shall be null and void.

11. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
12. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.
13. This Agreement may be executed in counterparts. Facsimile and electronically scanned signatures shall have the same effect as original signatures.
14. Sections 2, 3, 4, 5, 6, 7.b., 9, 10, 11, 13, and 14 shall survive termination or expiration of this Agreement.
15. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

*[Signature Page Follows]*

**PROVIDER AUTHORIZED  
REPRESENTATIVE**

Tracy M. Macuga  
Chief Public Defender  
County of Santa Barbara  
Office of the Public Defender

\_\_\_\_\_  
Signature Date

**RECIPIENT AUTHORIZED  
REPRESENTATIVE**

Jenna Nakano  
MTA/NDA Officer  
University of California, Santa Barbara

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Signature Date

19 August 2024

## APPENDIX A

RECIPIENT Investigator:

Jill Sharkey

DATA:

A limited data set of human subjects' data for individuals who have or are at-risk for contact with the criminal justice system. Data will include information about the services delivered by Byrne JAG 2022 funded programming including, but not limited to the following Departments or CBO's:

- Public Defender;
- Probation; and
- Good Samaritan

Such information will include engagement dates and information relevant to the individual's intervention or program enrollment. Data shared will also include outcome data matched to individuals engaged in Byrne JAG 2022-funded services; such outcome data may include jail booking dates and a summary of the number of treatment services, types of service, case disposition and/or minutes that the individual engaged in.

Research Use:

The RECIPIENT Investigator will use the DATA for the evaluation of READY, which aims to reduce the jail population and increase public safety by connecting clients to multidisciplinary teams that will build a treatment plan that attends to core needs such as life skills, job readiness, medical care, financial stability, and mental health. By connecting with clients within 48 hours of incarceration, before arraignment, the goal of READY is to reduce the number of days clients spend in jail and address client needs to help them live healthy lives and avoid recidivism.