



**Marcus Dawal**  
Chief Probation Officer

## ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059  
1111 Jackson Street  
Oakland, CA 94604-2059

May 25, 2023

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

**SUBJECT: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN ALAMEDA COUNTY PROBATION DEPARTMENT AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS BERKELEY CAMPUS' RISK-RESILIENCE LAB & CALIFORNIA POLICY LAB**

Dear Board Members:

**RECOMMENDATIONS:**

- A. Approve a Memorandum of Understanding (MOU) between Alameda County Probation Department and the Regents of the University of California, on behalf of its Berkeley Campus' Risk Resilience Laboratory & California Policy Laboratory from 06/01/2023–05/31/2027; and
- B. Delegate authority to the Chief Probation Officer, or designee, to negotiate and execute this MOU, subject to review and approval as to form by County Counsel and return an executed copy to the Clerk of the Board for filing.

**DISCUSSION/SUMMARY:**

The Alameda County Probation Department (ACPD) has over 100 years of experience providing probation services to the population of the County of Alameda ("Alameda") and its pioneering initiatives to support individuals on supervision and their communities. The wide range of services, support, and opportunities that the APCD provides directly to its clients is, by nature, a collaborative institutional task across public agencies.

The University of California, Berkeley (UCB) has a long-standing commitment of contributing to the common good through research and teaching. UCB advances research on several areas, including criminal justice, in its academic departments, research centers and units. Over the years,

UCB has established links with public sector institutions to collaborate in projects benefiting California and its 58 counties.

The Parties envision undertaking multiple research projects related to improving the public safety of the citizens of Alameda County and California more generally and improving the lives of individuals and families that experience involvement with the criminal justice system.

For each project, a scope will be developed by UCB and submitted to the ACPD for approval. To the extent permitted by law and consistent with existing law and subject to the Data Sharing Agreement (DSA), the ACPD agrees to provide required data in anticipation that the research projects will provide data that enables Probation management to improve existing policy, operational procedures, and ensure the efficacy of probation practices.

The Risk Resilience Lab, led by Dr. Jennifer Skeem, Professor Social Welfare and Public Policy at UC Berkeley, is a research unit that aims to inform crime prevention efforts and improve the lives of people at-risk. Professor Skeem is affiliated with the California Policy Lab, a joint project of UC Berkeley and UCLA which aims to support evidence-based policymaking in California government. For the purposes of this MOU, the Risk Resilience and California Policy Labs include the units' employees, students, and affiliated faculty.

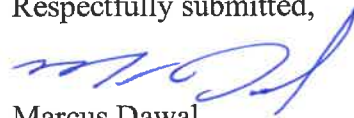
**FINANCING:**

There are no financial provisions associated with this MOU, as it is neither a fiscal nor a funds-obligation document. No appropriations are required, and there will be no impact to net County cost as a result of approving the above recommendations.

**VISION 2026 GOAL:**

Implementation of the MOU to conduct research of probation programs meets the County's 10X goal pathways of a **Crime Free County** in support of the County's shared vision of a **Thriving and Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,



Marcus Dawal  
Chief Probation Officer

Md:da

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ALAMEDA COUNTY PROBATION DEPARTMENT AND**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS BERKELEY CAMPUS’ RISK-RESILIENCE LAB & CALIFORNIA POLICY LAB**

This Memorandum of Understanding (MOU) is between the County of Alameda on behalf of its Alameda County Probation Department (ACPD) and The Regents of the University of California (“The Regents”), on behalf of the California Policy Lab at its UCLA and UC Berkeley campuses (“CPL”) and its Risk-Resilience Lab at its UC Berkeley campus (“RRL”), each individually referred to as a “Party,” and collectively, the “Parties.”

**I. BACKGROUND**

This Memorandum of Understanding formalizes the existing cooperation between the Parties. The Parties intend to undertake a series of research project, with the overall goal of studying, evaluating, and improving justice policy and programs, under Attachment 1 Data Sharing Agreement (DSA).

The University of California, Berkeley (UCB) has a long-standing commitment to contribute to the common good through research and teaching. UCB advances research on several areas, including criminal justice, in its academic departments, research centers and units. Over the years, UCB has established links with public sector institutions to collaborate in projects benefitting California and its 58 counties.

The Alameda County Probation Department (ACPD) has over 100 years of experience providing probation services to the population of the County of Alameda (“Alameda”) and its pioneering initiatives to support individuals on supervision and their communities. The wide range of services, support and opportunities that the APCD provides directly to its clients is, by nature, a collaborative institutional task across public agencies.

This MOU is non-financial; there are no financial provisions associated with this MOU as this MOU is neither a fiscal nor a funds-obligation document; this MOU neither obligates nor requires any Party to pay or otherwise provide any funding to another Party.

**II. MOU TERM**

This MOU shall be effective June 01, 2023, and shall remain in effect until May 31, 2027.

**III. PURPOSE**

The Parties envision undertaking multiple research projects related to improving the public safety of the citizens of Alameda County and California more generally and improving the lives of individuals and families that experience involvement with the criminal justice system.

For each project, a scope will be developed by UCB and submitted to the ACPD for approval. To the extent permitted by law and consistent with existing law and subject to the DSA, the ACPD agrees to provide the required data as described here in anticipation that the research projects will provide data that enables Probation management to improve existing policy, operational procedures, and ensure the efficacy of probation practices.

The Risk Resilience Lab-led by Dr. Jennifer Skeem, Professor Social Welfare and Public Policy at UC Berkeley-is a research unit that aims to inform crime prevention efforts and improve the lives of people at-risk. Professor Skeem is affiliated with the California Policy Lab, a joint project of UC Berkeley and UCLA which aims to support evidence-based policymaking in California government. For the purposes of this MOU, the Risk Resilience and California Policy Labs include the units' employees, students, and affiliated faculty.

#### **IV. ROLES OF THE PARTIES**

A. Roles of the Risk Resilience Lab (“RRL”) and/or the California Policy Lab (“CPL”):

1. RRL and CPL plan to work with ACPD to agree upon research plans. RRL and CPL will provide to this process expertise regarding evidence-based interventions and methodology.
2. For any agreed upon research projects, RRL and/or CPL may collect data and/or access data from ACPD, in accordance with the law and any applicable separate data sharing agreements.
3. Any publications resulting from agreed upon research projects must appropriately acknowledge ACPD as the original source of the data.
  - a. The content and timing of any final publication(s) will be determined solely by RRL/CPL. The publication(s) will clearly state that the findings and conclusions are those of the authors and not ACPD or any entity other than RRL/CPL.

B. Role of ACPD:

1. ACPD plans to work with RRL and/or CPL to come to a mutual understanding of the potential research plans. ACPD will provide to this process expertise about the population and relevant policy issues.
2. For any agreed upon research projects, ACPD will provide RRL and/or CPL with access to relevant research participants, data, and policies, to the extent that such access is authorized by applicable, and consistent with, state and federal law, subject to a Data Sharing Agreement. ACPD will also facilitate efforts by RRL and CPL by encouraging ACPD staff participation, and making staff available to answer programmatic

questions relating to the studies. Notwithstanding any other provision of this MOU, the Parties agree and recognize that ACPD cannot require any of its staff to participate in any project and that such participation is strictly voluntary.

## **VI. CONFIDENTIALITY**

ACPD and The Regents will adhere to all applicable Federal, State and/or local laws and regulations relating to confidentiality in regard to responsibilities and information shared.

ACPD and The Regents agree to be bound by the terms in the Parties' Data Sharing Agreement – ATTACHMENT 1 to this MOU.

## **VII. CHANGES TO THE MOU**

This MOU constitutes the entire agreement between the Parties and no oral understanding not incorporated herein shall be binding on any of the Parties involved. The Data Sharing Agreement (ATTACHMENT 1) between the Parties is hereby incorporated into this MOU and made a part hereof. If there is any conflict between the Data Sharing Agreement and the terms of this MOU, the Data Sharing Agreement shall control.

This MOU can be modified, altered or revised as necessary, by mutual consent of the Parties through a written instrument, signed, and dated by authorized representatives of the Parties.

This MOU may be terminated by either Party for any reason upon ninety (90) days written notice to the other Party, to allow sufficient time for the transition of necessary services and documentation. Notices will be sent via certified mail, return receipt requested. Notice will be deemed to have been received 10 days after mailing.

## **VIII. RELATIONSHIP OF THE PARTIES**

CPL and RRL, by this MOU, agree to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of ACPD is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with industry or academic standards.

No relationship of employer and employee, joint venture, partnership, or agency is created by this MOU; it being understood and agreed that The Regents is an independent entity. The Regents is not the agent, partner, joint venture, or employee of ACPD in any capacity whatsoever, and ACPD will not be liable for any acts or omissions by The Regents nor for any obligations or liabilities incurred by The Regents.

The Regents shall have no claim against County under this MOU or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

In carrying out the work contemplated herein, The Regents will comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers,

agents, and/or employees will not be treated or considered in any way as officers, agents and/or employees of ACPD.

**IX. LIABILITY AND INDEMNITY**

ACPD and The Regents will not be liable to third parties for any act or omission of the other Party.

Each Party will be solely liable for negligent or wrongful acts or omissions of its own officers, agents, and employees occurring in the performance of this MOU.

If a Party becomes liable for damages caused solely by its own officers, agents or employees, it will pay such damages without contribution by the other Party and hold harmless the other Party from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.

**X. PROGRAM CONTACTS**

The points of contact responsible for administration of this MOU are:

**PROBATION**

Name: Alexandria Garcia  
Title: Acting Chief of Research and  
Evaluation Phone: 510-268-2009  
Email: Alexandria.garcia@acgov.org

**The Regents of the University of California**

Name: Evan White  
Title: Executive Director  
Phone: (510) 642-3875  
Email: [evanbwhite@berkeley.edu](mailto:evanbwhite@berkeley.edu)

**XI. EFFECTIVE DATE AND SIGNATURES**

This MOU shall be effective upon the signature of the authorized representatives of the Parties. The Parties indicate agreement with this MOU by their signatures. By signing this MOU, signatory represents that the signatory executed this MOU in signatory's authorized capacity and that by signatory's signature on this MOU, signatory or the entity upon behalf of which signatory acted, executed this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU by their duly authorized officers.

COUNTY OF ALAMEDA on behalf of its ALAMEDA COUNTY PROBATION DEPARTMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marcus Dawal  
Chief Probation Officer

Approved as to form:

DocuSigned by:  
*K. Joon Oh, Dep. County Counsel*  
\_\_\_\_\_  
K. Joon Oh  
Deputy Counsel  
County of Alameda

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_ Date: 5/22/2023  
*Kathryn Lewis*  
\_\_\_\_\_  
Kathryn Lewis,  
Associate Director, Industry Alliances Office, UC Berkeley

## **Data Sharing Agreement**

This Data Sharing Agreement has been incorporated into the Memorandum of Understanding (MOU) dated June 1, 2023 by and between the County of Alameda, acting by and through its Probation Department (“Probation”) and The Regents of the University of California (“The Regents”), on behalf of the California Policy Lab at its UCLA and UC Berkeley campuses (“CPL”) and its Risk-Resilience Lab at its UC Berkeley campus (“RRL”), each individually referred to as a “Party”, and collectively, the “Parties”, to perform research projects to improve outcomes for the citizens of Alameda County and to improve the criminal justice system in the County of Alameda.

### **1. RECITALS**

- A. Whereas, UC Berkeley and UCLA are campuses of the University of California, the public university system of the State of California, which is committed to the mission of research, education, and public service. The UC Berkeley Risk-Resilience Lab conducts rigorous research that informs efforts to prevent violence and other criminal behavior and improve the lives of people at-risk. The Regents' California Policy Lab aims to improve outcomes for Californians by building lasting research partnerships with state and local government and;
  
- B. Whereas, UC Berkeley Risk-Resilience Lab and Alameda are building a research partnership that will support multiple research projects. The general purpose of these projects is to improve outcomes for the citizens of Alameda and to improve the criminal justice system in Alameda. The Parties recognize that data sharing is necessary to support these projects. CPL will receive and maintain the Probation Data (as described below under paragraph 3), but it will not access the Probation Data except to accomplish an agreed upon research project ("Project"). The Parties will describe each such Project using the written form shown in Appendix A, which is hereby incorporated into this Agreement by this reference. Each such signed appendix will constitute an addendum to this Agreement. Risk-Resilience Lab members, some of whom are also members of CPL, will be among the authorized users for one or more of the Projects; specific individuals will be identified in the relevant appendices.

### **2. PURPOSE OF THE DATA SHARING AGREEMENT**

The purpose of this Data Sharing Agreement is to outline the terms and conditions agreed to by the Parties regarding the transfer and analysis of criminal offender record information pursuant to the authority granted in California Penal Code § 13202. Research planned by CPL that involves research involving human subjects, as defined in 45 CFR § 46.101, will be submitted in advance to and approved by an Institutional Review Board for human subjects research.

### **3. DEFINITIONS**

"DSA" means this Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms that will encode Probation Data to protect its confidentiality. Probation Data encryption can be required during Probation Data transmission or Probation Data storage depending on the level of protection required for this Probation Data.

"Data Storage" refers to the state Probation Data is in when at rest. Probation Data shall be stored on secured environments.

"Criminal Offender Record Information" means records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, "Data



Transmission" refers to the methods and technologies to be used to move a copy of the Probation Data between systems, networks, and/or workstations.

"Probation Data" shall mean the data, documentation and policies used by or available to Probation in the conduct of its work, including but not limited to local Criminal Offender Record Information related to individuals who are part of the County's probation population, which is provided by Probation to CPL, that is more specifically identified in Article 3 of any Research Project Description executed in the form of Appendix A.

**4. DESCRIPTION OF DATA TO BE SHARED**

Use shall be as set forth for each project in an additional Appendix A added to this DSA.

**5. DATA TRANSMISSION**

a. Transmittal Method:

- |                                     |        |                          |                               |                          |               |
|-------------------------------------|--------|--------------------------|-------------------------------|--------------------------|---------------|
| <input checked="" type="checkbox"/> | FTP    | <input type="checkbox"/> | Hardcopy                      | <input type="checkbox"/> | Tape          |
| <input type="checkbox"/>            | CD     | <input type="checkbox"/> | Removable Media (flash drive) | <input type="checkbox"/> | Database View |
| <input type="checkbox"/>            | E-mail | <input type="checkbox"/> | Other (please describe) _____ |                          |               |

b. Transmittal Frequency:

- |                          |             |                                     |                                                       |                          |           |
|--------------------------|-------------|-------------------------------------|-------------------------------------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Weekly      | <input type="checkbox"/>            | Monthly                                               | <input type="checkbox"/> | Quarterly |
| <input type="checkbox"/> | Annually    | <input checked="" type="checkbox"/> | As Needed/On request                                  | <input type="checkbox"/> | One-time  |
| <input type="checkbox"/> | Other _____ | <input type="checkbox"/>            | Data will not be transmitted; users will access data. |                          |           |

**6. DATA SECURITY**

All data provided by Probation shall be stored by The Regents on a secure environment with access limited to the least number of staff needed to complete the purpose of this DSA.

**a. Protection of Data**

The Regents agrees to store data on one or more of the following media and protect the data as described:

- 1) Workstation Hard disk drives. Access to data stored on local workstation hard disks will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password. If the workstation is located in an unsecured physical location the hard drive will be encrypted to protect Probation data in the event the device is stolen.
- 2) Network server disks. Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password. Backup copies for disaster recovery purposes will be encrypted if recorded to removable media.
- 3) Optical discs (e.g., CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by Probation on optical discs will be used in local workstation optical disc drives and will not be transported out of a secure area. When not in use for the purposes authorized by the DSA, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access Probation data on optical discs will be located in an area which is accessible only to authorized individuals, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- 4) Optical discs (e.g., CDs, DVDs, Blu-Rays) in drives or jukeboxes attached to servers. Access to data provided by Probation on optical discs which will be attached to network servers, and which will not be transported out of a secure area will be restricted to authorized users through the use of access control lists which will grant

access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security. Data on discs attached to such servers will be located in an area which is accessible only to authorized individuals with access controlled through use of a key, card key, combination lock, or comparable mechanism.

5) Paper documents. Any paper records will be protected by storing the records in a secure area which is only accessible to authorized individuals. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

6) Data storage on portable devices or media.

a) Probation data shall not be stored by The Regents on portable devices or media unless specifically authorized within this DSA. If so authorized, the data shall be given the following protections by The Regents:

- i. Encrypt the data with a key length of at least 128 bits.
- ii. Control access to devices with a unique user ID and password or stronger authentication method.
- iii. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity if this feature is available. Maximum period of inactivity is 20 minutes.
- iv. Physically protect the portable device(s) and/or media by:
  - Keeping them in locked storage when not in use;
  - Using check-in/check-out procedures when they are shared; and
  - Taking frequent inventories.

b) When being transported outside of a secure area, portable devices and media with confidential Probation data will be under the physical control of The Regents staff with authorization to access the data.

c) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.

d) Portable media includes, but is not limited to, optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).

#### **b. Safeguards Against Unauthorized Access and Re-disclosure**

The Regents shall exercise due care to protect all Criminal Offender Record Information data from unauthorized physical and electronic access. Both parties shall establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this DSA:

- 1) Access to the information provided by Probation will be restricted to only those authorized staff who need it to perform their official duties in the performance of the work requiring access to the information as detailed in the Purpose of this DSA.
- 2) The Regents will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- 3) Unless specifically authorized in this DSA, The Regents will not store any confidential or sensitive Probation data on portable electronic devices or media, including, but not limited to laptops, handhelds/PDAs, Ultramobile PCs, flash memory devices, floppy discs, optical discs (CDs/DVDs), and portable hard disks.

- 4) The Regents will protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- 5) The Regents shall take precautions to ensure that only authorized personnel and agents are given access to files containing confidential or sensitive data.
- 6) The Regents shall instruct all individuals with access to the Criminal Offender Record Information regarding the confidential nature of the information, the requirements of Use of Data and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this DSA, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this DSA.
- 7) The Regents shall take due care and take reasonable precautions to protect Probation's data from unauthorized physical and electronic access.
- 8) The Regents shall ensure that any material identifying individuals is not transferred, revealed, or used for other than research or statistical activities and reports or publications derived therefrom do not identify specific individuals.

### **c. Data Segregation**

The Regents shall comply with the following requirements:

- 1) Probation data must be segregated or otherwise distinguishable from non- Probation data. This is to ensure that when no longer needed by The Regents, all Probation data can be identified for return or destruction. It also aids in determining whether Probation data has or may have been compromised in the event of a security breach.
- 2) When kept on media, Probation data will be kept on media (e.g., hard disk, optical disc, tape, etc.) which will contain no non-Probation data.
- 3) When stored on electronic media, Probation data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Probation data.
- 4) When stored in a database, Probation data will be stored in a database which will contain no non- Probation data.
- 5) When stored within a database, Probation data will be stored within a database and will be distinguishable from non- Probation data by the value of a specific field or fields within database records.
- 6) When stored as physical paper documents, Probation data will be physically segregated from non- Probation data in a drawer, folder, or other container.
- 7) When it is not feasible or practical to segregate Probation data from non- Probation data, then both Probation data and the non- Probation data with which it is commingled must be protected as Probation data and as described in this DSA.

The Regents or its agents detect a compromise or potential compromise in the IT security for this data such that personal information may have been accessed or disclosed without proper authorization, The Regents shall give notice to Probation within two (2) business days of discovering the compromise or potential compromise.

The Regents shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed.

**7. DATA OWNERSHIP**

- a. Probation retains ownership of all data provided to The Regents pursuant to this DSA including, but not limited to, any subsets generated from the raw data, individual-level subsets derived from the raw data, and any data sets generated by addition to or combination with any other data, except that Probation only retains ownership of its data provided to The Regents that is in that addition to or combination with any other data sets generated and not the other data that it is combined with.
- b. The Regents may not relinquish, or transfer ownership or physical custody of the data provided pursuant to this DSA to any entity.

**9. DATA SHARING AGREEMENT COMPLETION/TERMINATION**

- c. This DSA shall terminate on the following date, May 31, 2027, or upon the termination or completion of the MOU, whichever is sooner.
- d. Upon completion or termination of this DSA, the data provided pursuant to the terms of this DSA shall be destroyed or returned to Probation with certification by CPL that the original and all copies of the data on all systems and media have been destroyed.
- e. This DSA is binding as to the confidentiality, use of the data, and disposition of all data received as a result of this access, unless otherwise amended by the mutual agreement of both parties.
- f. Upon execution of this DSA, all staff with access to, or that have accessed the data provided pursuant to the terms of this DSA will be notified of the non-disclosure provisions of this DSA.
- g. Either party may terminate this DSA with a prior written notice to the other party as provided for in the MOU.

**10. DATA CONFIDENTIALITY**

- a. Regulations Governing Confidentiality of Data
  - i. The Regents acknowledges the confidential nature of the data received from Probation and agrees that personnel with access shall comply with all laws, regulations, and policies that apply to the protection of the confidentiality of the data. This compliance includes, but is not limited to, submitting an application as required by the CALIFORNIA DEPARTMENT OF JUSTICE, CRIMINAL JUSTICE INFORMATION SERVICES DATA ANALYSIS PROGRAM RESEARCH AND DATA REQUEST (<https://www.oag.ca.gov/sites/all/files/agweb/pdfs/corp/research-request-packet.pdf>).
  - ii. Any willful, malicious, negligent, or knowing disclosure of the data received pursuant to this Agreement to unauthorized persons may be punishable by applicable state and federal laws, including California Penal Code §§ 11142, 13302. Any staff that unlawfully discloses confidential data that has been determined to incur any economic, bodily, or psychological harm as a result of the disclosure may also be liable for the damages incurred.
- b. Limited Access to Data
  - i. Only staff assigned by The Regents shall have access to review, manipulate, and maintain the data received for their organization. The Regents is responsible for ensuring that only authorized staff with a business need directly related to the purpose of the DSA and MOU will access the data received pursuant to this DSA. Signed confidentiality agreements for all staff that will have access to the data shall be obtained, maintained for the duration of the Agreement, and copies provided to Probation on request.
- c. Safety and Security

The Regents acknowledges and agrees to fully comply with the necessary strict disclosure provisions that minimize directly or indirectly revealing offender level information which could jeopardize the safety or security of offenders and correctional staff, as well as the public at large.

## 11. CONSTRAINTS ON USES OF THE DATA RECEIVED

- a. The dataset received pursuant to this DSA may be used ONLY for the purpose described in this DSA and MOU and only for the term of the DSA and MOU.
- b. This DSA does not authorize a release of the data to any organization for discretionary use but allows access to the data only to carry out the purposes described in this DSA and MOU. Any ad hoc analysis or other use of the data, not expressly specified in this DSA and MOU, is not permitted without the prior written authorization of Probation.

## 12. NON-DISCLOSURE OF DATA

- a. Non-Disclosure of Data Requirements:
  - i. No person shall disclose, in whole or in part, the data provided by Probation pursuant to this Agreement to any individual or agency, unless this Agreement and MOU specifically authorizes the disclosure
  - ii. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement and MOU and that have received approval from Probation.
  - iii. Staff shall not access or use the data for any commercial or personal purposes.
- b. Any exceptions to these limitations must be approved in writing by Probation.
- c. Penalties for Unauthorized Disclosure of Information:

Should The Regents fail to comply with any terms of this DSA or MOU, Probation shall have the right to take such action as it deems lawfully appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties harmed or injured by unauthorized disclosure.
- d. Employee Awareness of Use/Non-disclosure Requirements

The Regents shall ensure that all staff with access to the data provided pursuant to this DSA are aware of the use and disclosure requirements of this DSA and will advise all staff of the provisions of this DSA. This notification shall include all IT support staff as well as staff who will manipulate and/or analyze the data. All staff will receive Probation administered Live Scans at ACPD's expense.

**SIGNATURES**

The Parties have executed this Data Sharing Agreement by and through their duly authorized representatives. By signing below, signatory warrants and represents signatory executed this Data Sharing Agreement in signatory's authorized capacity and that by signatory's signature on this Data Sharing Agreement, signatory or the entity upon behalf of which signatory acted, executed this Data Sharing Agreement.

Alameda County Probation Department

By: \_\_\_\_\_

Date: \_\_\_\_\_

Marcus Dawal  
*Chief Probation Officer*

By: \_\_\_\_\_

Date: 5/22/2023

*Alexandria Garcia*  
Alexandria Garcia  
*Acting Chief of Research and Evaluation*

The Regents of the University of California:

By: \_\_\_\_\_

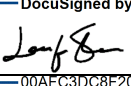
Date: 5/22/2023

DocuSigned by:  
*Kathryn Lewis*  
Kathryn Lewis,

Associate Director, Industry Alliances Office, UC Berkeley

All individuals who are part of CPL and/or RRL team and who will have access to the confidential individual-level data must sign this DSA. The Regents shall provide Probation this signed copies of the DSA by all such individuals, and such signed copies are hereby incorporated into this MOU by this reference.

Read and Acknowledged By:

DocuSigned by:  
By:  \_\_\_\_\_ Date: 5/22/2023 \_\_\_\_\_  
Name: Jennifer Skeem,  
Title: Professor of Public Policy and Social Welfare, UC Berkeley

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
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