Data Sharing Agreement
Between OMNI Institute and
Laramie County Law Enforcement Assisted Diversion Program

This Data Sharing Agreement ("**Agreement**") is entered into by and between OMNI Institute ("**OMNI**") and **Laramie County Law Enforcement Assisted Diversion (LEAD) Program** ("**Client**"), each a "**Party**" and collectively, the "**Parties**," effective on the date last executed by the duly authorized representatives of the Parties to this Agreement ("**Effective Date**"). This Agreement sets forth the terms and conditions that govern OMNI's access and use of data that the Client makes available to OMNI hereunder (the "**Client Data**"). For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0   Term

The term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with the terms herein, shall continue until the date specified as the Project/Evaluation End Date in Exhibit B. Either Party may terminate this Agreement, with or without cause, by providing the other Party with at least thirty (30) days' prior written notice.

2.0   Client Data and Anonymized Data

2.1   Client makes the Client Data available to OMNI, and OMNI may handle, use and disclose such Client Data, solely for the Project/Evaluation specified in, and under the project-specific terms set forth in Exhibit A (collectively, the "**Purpose**") and as otherwise expressly permitted under this Agreement. The Parties acknowledge and agree that Client Data shall be treated as Client's confidential information in accordance with Section 6. Client represents, warrants and covenants to OMNI that it obtained the Client Data in accordance with all applicable laws and without any breach of an ongoing obligation to any third party, and that it otherwise has all rights, permissions and consents to provide the Client Data and information that it provides to OMNI under this Agreement for use by OMNI for the Purpose.

2.2   The Parties acknowledge and agree that OMNI may derive or create Anonymized Data (as defined herein) from or using Client Data. "**Anonymized Data**" means any Client Data that has been stripped and scrubbed of all personally identifiable information, and has otherwise been anonymized such that no individual re-identification or association with an original record system or other individual records from the same source can be reasonably made. For purposes of this Agreement, "Anonymized Data" shall not be deemed to be "Client Data". OMNI may reproduce, use and disclose Anonymized Data in connection with future independent research and as otherwise permitted by applicable law; provided, that in no event will OMNI (a) provide any third party the ability to permit re-identification of the Anonymized Data; or (b) sell Anonymized Data to any unaffiliated third party.

3.0   Ownership

This Agreement conveys no rights in or to the Client Data or any other intellectual property rights except as expressly provided herein. As between the Parties, Client shall retain all right, title and interest in and to the Client Data, including all intellectual property rights therein, and OMNI shall retain all right, title and interest in and to any Anonymized Data created by OMNI hereunder, including all intellectual property rights therein. Nothing in this Agreement shall be deemed to limit or modify the obligations of the Parties under any services agreement between the Parties.

4.0 Data Protection and Security

4.1 <u>Generally.</u> OMNI shall employ and maintain reasonable technological, physical, administrative and procedural safeguards, including without limitation, policies, procedures, guidelines, practices, standards and controls designed to protect (a) the confidentiality, security, integrity and availability of data (including, without limitation, Client Data) and systems in the care, custody or control of OMNI or a third party on its behalf; and (b) the Client Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing. Such safeguards shall include the safeguards described in <u>Exhibit B</u>.

4.2 <u>Personally Identifiable Information (PII).</u> In the event the Project/Evaluation requires the transfer of Client Data from OMNI's secure network for the Purpose, OMNI will remove personally identifying information, including names, social security numbers, and contact information before transferring such data outside of OMNI's secure network.

5.0 OMNI Personnel

5.1 <u>Access to Client Data.</u> OMNI shall limit access to the Client Data to only those OMNI staff and permitted contractors who are directly involved in performing services in furtherance of the Purpose. Prior to using any contractor to perform services in furtherance of the Purpose, OMNI shall first obtain Client's prior consent to assign the contractor(s) to such services. OMNI shall require any employees and permitted contractors to be bound by confidentiality and non-use restrictions at least as protective of Client as those set forth in this Agreement. OMNI shall be fully responsible for any and all obligations under this Agreement (including any failure to fulfil such obligations), whether such obligations have been performed by OMNI or a third party, including a subcontractor.

5.2 <u>Training.</u> OMNI shall ensure that any of its employees or contractors that handle Client Data for the Purpose hereunder are trained, at least on an annual basis, on OMNI internal security policies and procedures, and on applicable state and federal legal requirements for protecting the Client Data. OMNI staff are trained and certified on human subjects protections.

6.0 Confidentiality

6.1 **"Client Confidential Information"** means any and all non-public, proprietary information related to Client, Client's activities or Client's customers or service recipients made available to OMNI hereunder, but excludes information that (a) now or hereafter becomes publicly available through no breach of an obligation of confidentiality or other fault of OMNI; (b) OMNI independently knows free of any obligation of confidentiality at the time of receiving such information; (c) a third party hereafter furnishes to OMNI without restriction on disclosure and without breach of any confidentiality obligations; or (d) employees or agents of OMNI have independently developed without breaching this Agreement. For the avoidance of doubt, Client Data constitutes Client Confidential Information, but Anonymized Data does not.

6.2 OMNI shall hold in strict confidence and not disclose, release or use, without the prior written consent of Client, any and all Client Confidential Information, except as expressly permitted by this Agreement. OMNI agrees not to disclose the Client Confidential Information to any person or entity (other than its employees, advisors and permitted contractors who reasonably have a need to know for OMNI to exercise its rights and fulfill its obligations under this Agreement and are bound by obligations of confidentiality and non-use restrictions at least as protective of Client as provided for herein), and to use at least the same degree of care to maintain the confidentiality of the Client Confidential Information as OMNI uses in protecting its own confidential information of a similar nature, but always at least a reasonable degree of care. Notwithstanding the OMNI may disclose

Client Confidential Information (a) if OMNI is required or compelled to disclose any such Client Confidential Information by judicial or administrative process or by other requirements of applicable law, (b) as required in connection with any legal or other proceeding by OMNI against Client. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Client Confidential Information is made pursuant to clauses (a) or (b) above, OMNI shall promptly notify Client of the existence of such request or demand and shall provide Client a reasonable opportunity to seek an appropriate protective order or other remedy, which Client will cooperate in obtaining. In the event that such appropriate protective order or other remedy is not obtained, OMNI shall furnish only that portion of the Client Confidential Information that is legally required to be disclosed and shall use commercially reasonable steps to ensure that confidential treatment is accorded such information. Subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq., the Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information.

6.3   Upon the expiration or other termination of this Agreement, or at any other time upon the written request of Client, OMNI shall promptly return to Client or, at Client's request, destroy all Client Confidential Information in OMNI's possession or control; provided that this obligation shall not require OMNI to return or destroy any Anonymized Data. In the case of destruction, upon Client's written request, OMNI shall promptly send a written certification that destruction has been accomplished to Client. With regard to Client Confidential Information stored electronically on backup tapes, servers or other electronic media, except to the extent required by applicable law, OMNI agrees to use commercially reasonable efforts to destroy such Client Confidential Information without undue expense or business interruption; provided, however, that Client Confidential Information so stored is subject to the obligations of confidentiality and other terms and conditions of this Agreement for as long as it is stored.

7.0   Compliance with Applicable Laws and Regulations

In carrying out its obligations and exercising its rights hereunder, each Party shall comply with applicable federal laws and regulations, including, as applicable, the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

8.0   Effects of Termination; Survival

Upon any expiration or termination of this Agreement, Client shall cease providing OMNI with access to the Client Data and OMNI shall cease all use of the Client Data. All provisions of this Agreement that by their nature are intended to extend beyond the term of this Agreement will survive the expiration or termination of this Agreement.

9.0   Independent Contractor

Each Party is acting in the capacity of an independent contractor hereunder and not as an employee, agent or joint venturer of the other Party.

10.0   Notices

Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon receipt when given by personal delivery, facsimile or overnight courier service, or five (5) days after the date of mailing when sent by certified or registered mail, postage prepaid, and properly addressed.

11.0   No Third Party Beneficiaries

Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever. Without in any way limiting the foregoing, it is the Parties' specific intent that nothing contained in this Agreement gives rise to any right or cause of action, contractual or otherwise, in or on behalf of the individuals whose information is used or disclosed pursuant to this Agreement.

12.0 Entire Agreement; Amendments; Counterparts

This Agreement contains the entire understanding between the Parties and supersedes any and all prior agreements, understandings and arrangements between the Parties relating to the subject matter hereto and specifically excludes the Agreement to Provide Evaluation Services for the LEAD Program concurrently signed and effective between the Parties. This Agreement may not be amended or modified, except by the written consent of the Parties. This Agreement may be executed in one or more counterparts by original, facsimile or electronic (for example, PDF) signature, each of which is deemed an original and all of which together constitute one and the same instrument.

12.0 Governmental/Sovereign Immunity

Client does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Client fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

13.0 Governing Law; Consent to Jurisdiction

The Parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the Parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the Parties to be a material inducement to OMNI and to Client in executing this Agreement. This provision is not intended nor shall it be construed to waive Client's governmental immunity as provided in this Agreement.
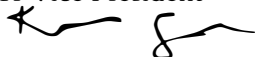
By the signatures of their duly authorized representative below, OMNI and Client agree to all of the provisions of this Agreement.

OMNI Institute

P.O. Box 39983 Denver, CO 80239

By: Katie Gelman

Title: Senior Vice President

Signature:_____

Date:___06 / 28 / 2024_____

Laramie County LEAD Program, Laramie County Sheriff's Office

1910 Pioneer Avenue

Cheyenne, WY 82001

By: Brian Lovett

Title: Chairman, Laramie County Commissioners

Signature:_____

Date:_____

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY   7-1-24

Exhibit A
Purpose

1. Project/Evaluation:
OMNI is serving as the evaluation partner with the Law Enforcement Assisted Diversion (LEAD) Program in Laramie County, Wyoming. Laramie's LEAD program has three goals: 1) reducing recidivism for low-level drug offenders in Laramie County; 2) strengthening collaboration across county and city departments and community-based organizations to better meet the needs of individuals with a history of substance use, mental health disorders, or low-level drug offenses; and 3) increasing community public health and safety. Using quantitative and qualitative data, OMNI will support the LEAD team in measuring individual-level outcomes and tracking participants' program-related success and quality of life over time.

2. Description of Client Data:
OMNI and LEAD will partner to systematically collect and analyze LEAD participant data, to include information from:
   - Referral cover sheets completed by officers when making a referral
   - Data extracted from the CiviCore case management system
   - Data collected by case managers in interactions with participants, such as the completion of standardized assessments, qualitative interviews, self-report data on quality of life, ER visits, mental health concerns, etc.
   - Data collected by law enforcement agency partners and partnering service providers

Such data may include, without limitation, individual-level data and raw data files.

3. Delivery Method and Schedule, and Format of Client Data:
The LEAD program manager will share access to the case management system with select OMNI personnel, who will then extract and de-identify individual-level data on a monthly basis. Those de-identified data will be stored in a secure Dropbox folder that will only be accessible to the LEAD evaluation team.

Other data (e.g., referral cover sheets, interview data, secondary data from partner agencies/organizations) will be uploaded to a secure Dropbox folder by the LEAD team on a monthly basis.

See Exhibit B for more details on Dropbox data security.

4. Anticipated Duration of Project/Evaluation:
   24 months, with a Project/Evaluation End Date of May 31, 2026, unless the parties mutually agree in writing to a different end date.

5. Funder (if different from Client):
   This evaluation is being supported with funding from the Bureau of Justice Assistance's Federal Comprehensive Opioid Stimulant, and Substance Abuse Site Based Program Grant funds (ALN #16.838).

Exhibit B
Privacy and Data Security Measures

OMNI uses Dropbox Business Advanced for all file storage. Client Data stored by OMNI will be kept in an encrypted, secure folder within Drobox with access restricted to only those OMNI Personnel who are authorized by OMNI to access such Client Data for the Purpose. OMNI requires that all access is verified with unique credentials and two-factor authentication. Dropbox files are encrypted in transit and at rest using 256-bit Advanced Encryption Standard (AES). OMNI's network is protected by best-of-class firewall and router technology, strong SSL encryption and a Network Intrusion Detection System that monitors and proactively blocks worms, hackers, and other undesirables.

Data stored in OMNI's Drobox account is protected by industry-standard securities including firewalls, network vulnerability scanning, network security monitoring, and intrusion detection systems. Omni also protects the data it handles, including Client Data, using other technologies and measures, including those specified in OMNI's Privacy and Security Policy, which is reviewed and updated annually. A current version of OMNI's Privacy and Security Policy can be found at this link.