

Resolution No. 0395-23

May 16, 2023

Resolution authorizing a Data Use Agreement between the Franklin County Department of Job and Family Services and the University of Tennessee. (Department of Job and Family Services)

WHEREAS, the Franklin County Department of Job and Family Services (FCDJFS) seeks to enter into a Data Use Agreement (Agreement) and related amendments with the University of Tennessee (UT) for the purpose of sharing residents' data that is pertinent to the County's assessment of its rental assistance programs; and

WHEREAS, this resolution authorizes the County Administrator to enter into an Agreement with UT; and

WHEREAS, FCDJFS anticipates sharing such data collected through the Effective Date of this Agreement; and

WHEREAS, the Data Use Agreement and related amendments may be modified or amended provided that it is in writing and is signed by the County Administrator and UT or their authorized representative designees; now, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

- 1) That the attached agreement with Franklin County Job and Family Services is hereby approved.
- 2) That the County Administrator is hereby authorized pursuant to section 305.30 of the Revised Code to execute the agreement upon approval to form by the Franklin County Prosecutor's Office with the University of Tennessee.
- 3) That the County Administrator is hereby authorized, pursuant to Ohio Revised Code Section 305.30, to take all actions, including the execution of all documents or amendments, necessary to enter into, implement, and administer the contract and that are not substantially inconsistent with this Resolution.

Prepared by: John B.C. Porter, Esq.

cc: Commissioners
All county agencies

SIGNATURE SHEET

Resolution No. 395-23

May 16, 2023

**RESOLUTION AUTHORIZING A DATA USE AGREEMENT BETWEEN
THE FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND THE UNIVERSITY OF TENNESSEE.**

(JFS - Job and Family Services)

Upon the motion of Commissioner Kevin L. Boyce, seconded by
Commissioner John O'Grady:

Voting:

John O'Grady, President

Kevin L. Boyce

Erica C. Crawley

Aye

Aye

Absent

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct
transcript of a resolution acted upon by the Board of County
Commissioners, Franklin County, Ohio on the date noted above.



Brittany Razeck, Clerk
Board of County Commissioners
Franklin County, Ohio

**FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
RESOLUTION SUMMARY SHEET**

**RESOLUTION APPROVING DATA USE AGREEMENT WITH THE UNIVERSITY OF
TENNESSEE**

This is a resolution authorizing the Franklin County Department of Job and Family Services (FCDJFS) to enter into a Data Use Agreement with the University of Tennessee (UT).

FCDJFS seeks to share data with UT to assess the efficacy of FCDJFS's rental assistance programs. This data will provide information on residents' experiences applying for, enrolling in, and accessing programs designed to assist residents with rental assistance.

Accordingly, FCDJFS seeks authorization to enter into the current Data Use Agreement. FCDJFS also seeks authorization for the County Administrator to enter into any written modifications or amendments to the Data Use Agreement as agreed upon by the County Administrator and UT or their authorized representative designees.

Christy Russell

FCDJFS Representative

5/5/2023

Date

DATA USE AGREEMENT

This Data Use Agreement (the “Agreement”) is entered into by and between The University of Tennessee, a public higher education institution and instrumentality of the State of Tennessee (hereinafter referred to as “Recipient”), with its principal place of business at 1534 White Avenue, Knoxville, Tennessee 37996, and the Franklin County Board of Commissioners, on behalf of the Franklin County Department of Job and Family Services (hereinafter “Discloser”), with its principal place of business at 1721 Northland Park Ave., Columbus, OH 43229. The Recipient and Discloser are referred to individually as a “Party” and collectively as the “Parties.” This Agreement is effective as of the date of the last signature (“Effective Date”). In consideration of the receipt of research data by Recipient from Discloser, the Parties hereby agree to the following terms and conditions:

1. The research data to be provided to Recipient will be comprised of two (2) separate releases. The First Release (“First Release”) are files generated from the PRC Reporting Spreadsheet containing rental assistance applicant information; the Second Release (“Second Release”) are files generated from Infutor Data Solutions containing the Total Consumer History file for Ohio residents, which consists of consumer name and address history; and the Third Release (“Third Release”) are files generated from the PRC Processing System containing rental assistance applicant information (collectively, the “Data”).
2. Recipient will use the Data solely and exclusively for non-commercial research, specifically, to determine housing and other outcomes for PRC applicants in Franklin County, Ohio (collectively titled “Research”). The Data will be used solely by the Recipient, specifically Dr. Stephanie Casey Pierce, the primary investigator, and those under her direct supervision, and any other employees of Recipient who need to use the Data to accomplish the Research. Such employees of Recipient shall be subject to the terms and conditions of this Agreement, including all limitations of use. Recipient will not use the Data in human subjects or for diagnostic purposes. Recipient’s use of the Data will be in compliance with all applicable laws and regulations. See Appendix A for the Data Release Schedule, attached hereto and incorporated herein.
3. Recipient will not use the Data for any profit-making or commercial purposes. Commercial purposes mean the sale, lease, license, or other transfer of the Data or modifications or derivatives to a for-profit organization. Commercial purposes also include uses of the Data or modifications or derivatives by any organization, including Recipient, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license or transfer of the Data or modifications or derivatives to a for-profit organization. Industrially sponsored academic research will not be considered a commercial purpose, unless any of the above conditions of this definition are met.
4. The Data are the property of Discloser, and Discloser represents that it has the right to provide the Data to Recipient. The transfer of Data to Recipient under this Agreement constitutes a non-exclusive license to use the Data solely for the Research. Recipient will not sell, transfer, or otherwise provide the Data to a third party for any purpose, and will refer any third-party request for the Data to Discloser.
5. Recipient will promptly notify Discloser of the results arising from the Research.
6. Recipient reserves to itself and its employees the right to publish the results of the Research, provided, however, that in keeping with appropriate academic and scientific standards, Recipient shall acknowledge the Discloser as the source of the Data in any publications and supply

Discloser with a preview copy of such publications. Recipient will not use the name of, nor imply endorsement of, Discloser or any Discloser personnel in connection with any commercial or promotional activities. However, nothing herein is intended to preclude or precludes the Parties from acknowledging the existence of this Agreement or the relationship of the Parties in reports of sponsored activity.

7. This Agreement is effective for five (5) years from the Effective Date (“Agreement Term”). Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. Recipient will return or destroy (and certify such destruction in writing) the Data and all copies of the Data upon written request by the Discloser. The Parties acknowledge that the Data contains Personally Identifiable Information (PII), and that Dr. Pierce will use the Data in the identifiable state, and that Dr. Pierce will also de-identify the Data before conducting further analyses. The second sentence of this paragraph notwithstanding, all PII will be destroyed once this information is deidentified and Dr. Pierce’s analyses of the deidentified information are complete.
8. In the event the Recipient investigator transfers to another institution, a new Data Transfer Agreement needs to be executed.
9. THE DATA ARE EXPERIMENTAL IN NATURE, AND ARE PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DISCLOSER MAKES NO REPRESENTATIONS AND NO WARRANTIES THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
10. This Agreement supersedes any previous agreements or preliminary representations or understandings related to the subject matter hereof, and may be amended only in writing signed by the authorized representatives of both Parties. If any provision herein is found to be unenforceable, such provision shall be stricken, and the remainder of the agreement shall remain in full force and effect. A waiver of any term or condition of this Agreement will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. This agreement is not assignable. Any notice, request, approval, or consent required to be given under this Agreement will be sufficiently given if in writing and delivered to a Party in person or by recognized overnight courier at the address appearing on this Agreement under the section titled “Points of Contact,” or at such other address as each Party may designate in accordance with this Agreement. Notice shall be deemed effective upon receipt.
11. Points of Contact

Recipient address for notices:

ATTN: Division of Research Administration
1534 White Avenue
Knoxville, Tennessee 37996
osp@utk.edu
865-974-3466

Recipient point of contact for Data disclosure:

Stephanie Casey Pierce
1001 McClung Tower and Plaza
1115 Volunteer Boulevard
Knoxville, Tennessee 37996-0400
spierce1@utk.edu

865-974-2261

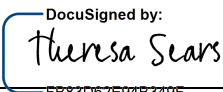
Discloser address for notices:

Franklin County Department of Job and Family Services
Attn: Director
1721 Northland Park Avenue
Columbus, OH 43229
Michelle.Lindeboom@jfs.ohio.gov
(614) 212-1996

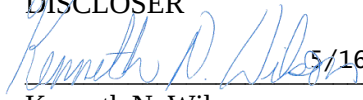
12. The Recipient agrees that in the hiring of employees for the performance of work under the Agreement Recipient shall not, by reasons of race, color, religion, sex, age, disability and genetic information, veteran status, national origin, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Agreement relates. The Recipient or any person acting on behalf of Recipient, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability and genetic information, national origin, sexual orientation, gender identity, or military status.

The Parties have caused this Agreement to be signed by their duly authorized representatives. A facsimile or electronically scanned signature will be deemed sufficient evidence of a Party's execution of this Agreement.

THE UNIVERSITY OF TENNESSEE
RECIPIENT

By: 
Name: Theresa Sears
Title: Director Sponsored Program Contracts & Agreements
Date: 4/10/2023 | 11:19:31 EDT

DISCLOSER


Kenneth N. Wilson Date
County Administrator

APPROVED TO AS TO FORM:


Asst. Prosecuting Attorney Date
Franklin County, Ohio
First Assistant and Chief Counsel FCPO

APPENDIX A: DATA RELEASE SCHEDULE

The First Release will be transferred upon execution of this Agreement by Discloser to Recipient and will occur via encrypted email.

The Second Release will be transferred upon execution of this Agreement by Discloser and Recipient and approval of Infutor Data Solutions. Data included in the Second Release may be used solely for the purpose of grant proposal preparation and shall not be used for the purpose of conducting human subjects research until Recipient has obtained approval from an Institutional Review Board (IRB). The Second Release will occur via encrypted email.

The Third Release will occur via encrypted email when all study participants have been enrolled in the randomized controlled trial to be conducted by Dr. Pierce to evaluate Franklin County's eviction prevention program.