

**Data Sharing Agreement  
Between  
Pinal County, by and through the Pinal County Attorney's Office,  
and  
Arizona Board of Regents for and on behalf of  
Arizona State University**

An Agreement between Pinal County, a political subdivision of the State of Arizona, by and through the Pinal County Attorney's Office ("PCAO") and the Arizona Board of Regents for and on behalf of Arizona State University, a public institution of the State of Arizona, ("ASU") providing for the exchange of criminogenic data to support the Digital Transformation of Community Supervision to Significantly Reduce Violent Behaviors by Assessment and Treatment of Criminogenic Markers project. PCAO and ASU may also be referred to hereinafter as "Party" individually and as "Parties" collectively.

1. **PURPOSE.** This Agreement establishes the basis for PCAO to provide ASU with criminogenic data. This data will be used for the purpose of contributing to the Digital Transformation of Community Supervision to Significantly Reduce Violent Behaviors by Assessment and Treatment of Criminogenic Markers (DTCS) by providing accurate, comprehensive, and objective information regarding DTCS participant program-eligibility, participation, progress, status and recidivism ("Project Data"). The sharing of the Project Data will be in accordance with the terms and conditions stated in this Agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential.
2. **BACKGROUND.** PCAO is expanding its diversion program through the use of a digital, county-wide community diversion program (DTCS). The DTCS project will use digital case planning/management platform to deliver valid risk assessments to identify defendants' individual criminogenic needs and targeted, evidence-based educational/therapeutic interventions. The project will engage community and statewide judicial stakeholders in action research (i.e., collaborative implementation balanced with data-driven analysis) to develop and implement a comprehensive digital model; test the fidelity of the digital diversion program; and test the program's differential effects on defendants' program completion and satisfaction and on the levels of crime, recidivism, and violence. Use of the digital case management platform and individualized content for targeted learning and violence reduction will increase positive outcomes for criminal case defendants under the community diversion supervision program and will reduce the administrative load of community supervision, which will allow highly trained and supported officers to provide more intensive supervision and evidence-based support to high-risk defendants. Data collection for the DTCS project will be administered by ASU's Center for Applied Behavioral Health Policy according to Project Scope of Work (**Attachment "A"** hereto) ("SOW") and applicable Institutional Review Board ("IRB") documents.
3. **SCOPE OF WORK.**
  - A. PCAO agrees to provide ASU with the following:
    - i. Access via internet or telephone to one supervising diversion officer and three diversion officers (DOs) at baseline, 10 months, 20 months, and 30 months in order for ASU to assess administration of the curriculum, and strengths and barriers related to the curriculum.
    - ii. Attendance of relevant PCAO staff at stakeholder focus group meetings to be held via internet or telephone at baseline, 10 months, 20 months, and 30 months to assess

the committee's use of Participatory Action Research, and capture opinions related to their progress throughout the project.

- iii. Access to redacted quantitative data. De-identified data may be shared through a secured cloud-based platform such as Dropbox.
- iv. Access to documents capturing organizational process (i.e. meeting minutes and workgroup forms). Documents may include identifiers and will be held on the secure iTether platform. ASU will have access to the iTether platform and the ability to download documents and save to the ASU secured shared drive.

**B. ASU agrees to:**

- i. Develop a data collection plan for qualitative data including interviews, focus groups, and stakeholder documents.
- ii. Submit IRB application to the Arizona State University IRB, develop and submit the detailed program evaluation protocol and IRB application within 90 days of executed contract, and manage any reviews or requests made by the IRB as provided in the SOW.
- iii. Manage and analyze the project data and documentation as provided in the SOW and according to the terms of this Agreement.
- iv. Provide reporting and feedback as provided in the SOW and according to the terms of this Agreement.
- v. Participate in stakeholder meetings, provide formative and summative feedback to PCAO related to qualitative interviews - individual and focus groups, and report process quarterly and findings annually to PCAO.
- vi. Develop an initial evaluation protocol and submit it to PCAO as provided in the SOW.
- vii. Attend stakeholder meetings and conduct all interviews and focus groups as provided in the SOW.

**4. PUBLICATION.** ASU's Principal Investigator will be free to publish and otherwise disclose the results provided that Principal Investigator shall provide to PCAO a confidential copy of any such proposed publication or disclosure at least thirty (30) days prior to publication. Within that thirty (30) day review period, PCAO may require Principal Investigator to delete any confidential information from the proposed publication. If the proposed publication contains patentable subject matter directly relating to the data, then at PCAO's written request within said (30) day period, the Principal Investigator will delay publication for up to an additional sixty (60) days to allow for filing of patent application(s), for a total delay of up to ninety (90) days. Notwithstanding anything to the contrary herein, PCAO agrees to allow Principal Investigator to publish and disclose sufficient information regarding the data to enable the complete and accurate publication of Principal Investigator's results.

**5. TERM, TERMINATION AND AMENDMENT.** The term of this Agreement shall become effective upon date of last signature below and shall remain in effect until December 30, 2023 unless terminated, canceled or extended as otherwise provided herein.

Each Party shall have the right to terminate this Agreement by mailing the other Party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date.

This Agreement may be modified at any time by mutual written Amendment in order to accommodate unforeseen circumstances by the authorized representative of the respective Parties.

6. **CONFIDENTIALITY.** The Parties acknowledge that certain data, records and information administered under this Agreement and the DTCS project ("Project Data") may involve records and/or information covered by, derived from or related to confidential medical information, confidential criminal history information, and/or personally identifying information. The Parties agree to adhere to all applicable confidentiality requirements relating to the Project Data, which may include, but are not necessarily limited to the Health Information Portability and Accountability Act (HIPAA), Criminal History Record Information (CHRI) and Personal Identifiable Information (PII).

Neither confidential medical information, confidential criminal history information, nor personally identifying information that may be exchanged through this Agreement shall be made available for any purpose not expressly authorized by this Agreement, nor shall such information be used as basis for determining eligibility for care or source of payment for care to any individual. To the extent possible the Parties agree to remove individual-identifying information prior to exchanging or recording any Project Data.

Neither ASU nor any of its employees, officers, agents, students or volunteers will use or disclose any confidential, protected or private Project Data for purposes or uses not expressly authorized under this Agreement or otherwise under applicable law. ASU's obligations hereunder shall not apply to information that was already known to receiving Party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or

- A. At the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by receiving Party; or
- B. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
- C. Is independently developed by the receiving Party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or
- D. Is required to *be* disclosed by the receiving Party pursuant to a legally enforceable order, subpoena, or other regulation ("ORDER"), provided, however, that the receiving Party promptly notifies the disclosing Party in advance of such disclosure and discloses only that INFORMATION necessary to comply with said ORDER.

The Parties further agree to:

- i. Carefully restrict use and access of information to authorized personnel. Data provided by PCAO are for the use of the DTCS project only and no copies may be made of such records to provide to other individuals or entities for other purposes.
- ii. Prohibit identifying information about a person that was supplied under the terms of this Agreement from being released to anyone not working the DTCS project data collection, or the development of the DTCS project.
- iii. Require all officers, agents and employees to keep all such shared information strictly confidential; to communicate the requirements for this section to all officers, agents and employees; to discipline all persons who may violate the requirements of this section; and to notify the originating Party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

ASU designates the following personnel (Designated Personnel) as individuals who will receive, use or disclose the Project Data on its behalf:

All individuals identified in the ASU Institutional Review Board (IRB) Protocol developed for this project, including any individuals named in authorized IRB modifications or amendments that occur during the term of this Agreement specified above.

7. **HIPAA COMPLIANCE.** To the extent applicable, the Parties agree to adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules as defined in 45 CFR Parts 160, and 164 and under the HIS Circular No. 2003-02 for policy and procedures.
8. **APPLICABLE LAW.** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.
9. **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the State, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when ASU receives written notice of the cancellation unless the notice specifies a later time.
10. **ARBITRATION.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration as follows:
  - A. Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the Parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all Parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause.
11. **FUNDING.** This Agreement is not an obligation of or a commitment of funds, or a basis for a transfer of funds, but rather a statement of understanding between the Parties concerning the sharing and use of confidential information related to the purposes of this Agreement. Expenditures by each Party are subject to that Party's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies of the respective Parties.
12. **INSURANCE.** ASU is self-insured for liability per A.R.S. § 41-621. PCAO, by and through Pinal County, is insured by the Arizona County Insurance Pool ["ACIP"].
13. **MUTUAL INDEMNITY.** To the maximum extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts,

**14. CONTACTS FOR NOTICES UNDER THIS AGREEMENT.** Notices to be sent to mailing address with courtesy copies identified below:

Pinal County Attorney's Office  
Attn: Teresa Fuller  
P.O. Box 887  
Florence, AZ 85132

**17. NONASSIGNMENT.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

- 18. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- 19. SEVERABILITY.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- 20. OTHER DUTIES IMPOSED BY LAW.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- 21. COMPLIANCE WITH CIVIL RIGHTS.** The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- 22. E-VERIFY, RECORDS AND AUDITS.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 23. COMPLIANCE WITH LAWS AND POLICIES.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- 24. HEADINGS.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- 25. NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 26. COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*(SIGNATURES ON FOLLOWING PAGE)*

27. APPROVALS. IN WITNESS THEREOF, the parties hereto agree to carry out the terms of this Agreement.

For Pinal County:

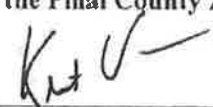
  
Chairman  
Pinal County Board of Supervisors

August 5, 2020  
Date

Attest:   
Clerk of the Board

August 5, 2020  
Date

For the Pinal County Attorney's Office:


  
Kent Volkmer  
Pinal County Attorney

8/4/2020  
Date

APPROVE AS TO FORM:

  
Attorney for Pinal County

For ASU:

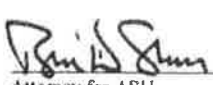
  
Signature

Debra Murphy  
Printed Name

Director, KE Operations  
Title

07/30/2020  
Date

APPROVE AS TO FORM:

 7.24.2020  
Attorney for ASU

**ATTACHMENT A**  
**Scope of Work 01/01/2020-12/30/2023**

**SPONSOR:** U.S. Department of Justice – Sub award with Pinal County

**PROJECT:** Digital Transformation of Community Supervision (DTCS) to Significantly Reduce Violent Behaviors by Assessment and Treatment of Criminogenic Markers

**PROJECT PERIOD:** 01/01/2020-12/30/2023

**I. Project Overview**

The overarching goal of this three-year project is to expand Pinal County's diversion program and test the benefits of a digital, county-wide community diversion program. Pinal County seeks to transform its diversion program using an award-winning digital case planning/management platform to deliver (1) valid risk assessments to identify defendants' individual criminogenic needs and (2) targeted, evidence-based educational/therapeutic interventions (e.g., behavioral and contingency management strategies). This project will engage community and statewide judicial stakeholders in action research (i.e., collaborative implementation balanced with data-driven analysis) to (1) develop and implement a comprehensive digital model; (2) test the fidelity of the digital diversion program; and (3) test the program's differential effects on defendants' program completion and satisfaction and on the levels of crime, recidivism, and violence. Differential effects will be based on the risk status, gender, age, and sentence duration of ~220 defendants compared to a matched control group. The digital case management platform and individualized content for targeted learning and violence reduction will increase positive outcomes for misdemeanor and felony defendants under the community diversion supervision program and will reduce the administrative load of community supervision, which will allow highly trained and supported officers to provide more intensive supervision and evidence-based support to high-risk defendants. **The Center for Applied Behavioral Health Policy (CABHP) will take lead on qualitative components of the project evaluation only.**

**II. Overall Roles and Responsibilities**

CABHP is responsible for

- a. Developing a data collection plan for qualitative components including interviews with stakeholder committee members and officers, and tracking progress via documents submitted by the stakeholder committee and Pinal County
- b. Submitting an Institutional Review Board (IRB) application to the Arizona State University IRB
- c. Analyzing the interview data and documentation provided by Pinal County and the stakeholder committee
- d. Participating in stakeholder meetings
- e. Providing formative and summative feedback to Pinal County related to qualitative observation
- f. Reporting key findings and evaluation activities to Pinal County quarterly and annually

**III. Preparation and Planning**

**a. Evaluation Protocol**

- i. CABHP will develop an initial protocol and submit it to the Pinal County project management team for review and approval. This protocol will include the evaluation process and reporting requirements.
- ii. CABHP will update the protocol on an annual or as-needed basis.



b. **IRB Application**

- i. CABHP will develop and submit the detailed program evaluation protocol and IRB application within 90 days of executed contract.
- ii. CABHP will manage any reviews or requests made by the IRB.

**IV. Ongoing Management and Development**

CABHP staff will be present to observe during all stakeholder meetings.

**V. Data Collection**

- a. CABHP will conduct qualitative interviews via Zoom or phone with one supervising officer and three diversion officers (DOs) at baseline, 6 months, 18 months, and 30 months. The primary goal of these interviews is to assess officers' attitudes towards the EPICS-2 curriculum, and strengths and barriers related to the curriculum.
- b. At baseline, 6 months, 18 months, and 30 months 3-4 small focus groups of 3-4 stakeholder committee members will be conducted. Focus groups will be held virtually via Zoom. The primary goal of focus groups is to assess the committee's use of Participatory Action Research, and capture their opinions related to their progress throughout the project.

**VI. Data Management and Analysis**

CABHP will

- a. Analyze qualitative data with Dedoose, a web-based application.
- b. Perform a high-level review of meeting minutes to articulate programmatic processes and evolution.
- c. Secure all electronic data on a secure drive. Access to data will only be given to individuals on the project team.

**VII. Reporting and Feedback**

a. CABHP and Pinal County will

- i. Use the collected data and reports as a formal feedback loop to ensure that data is readily available and used to manage the project and program.
- ii. Agree to request extensions [if needed] to the funding period of the project to provide sufficient time for the production of all final reports.

b. CABHP will

- i. Provide Pinal County with quarterly progress reports on qualitative evaluation activities, milestones, barriers, and other outcomes of interest. These reports will be provided in writing and/or in person, as requested, within 30 days following the conclusion of each quarter.
- ii. Develop and submit an annual summative report on the results of the ongoing analyses. These reports will be delivered within 30 days of the end of each contract year (e.g., the Year 1 annual report will be due December 31, 2020).