



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS**

☐ Award ☒ Contract ☐ Grant

**Requested Board Meeting Date:** 08/02/2022

*\* = Mandatory, information must be provided*

**or Procurement Director Award:** ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Arizona Supreme Court Administrative Office of the Courts

**\*Project Title/Description:**

Data Sharing Agreement between Pima County and Arizona Supreme Court Administrative Office of the Courts

**\*Purpose:**

The Community Research, Evaluation and Development (CRED) team at the University of Arizona, led by Dr. Michele Walsh, was previously selected to evaluate the Pima County Specialty Courts Initiative by Pima County on behalf of the Pima County Attorney's Office. The purpose of this agreement is to obtain access to case records from the Arizona Supreme Court Administrative Office of the Courts, the data will be de-identified and will then be provided to CRED. The CRED team will compare criminal charges and convictions over a three-year period for those involved in the Drug Treatment Alternative to Prison (DTAP) program to a comparison group of like offenders who did not have access to the DTAP program. These records from the Arizona Supreme Court Administrative Office of the Courts are needed to evaluate the DTAP program.

**\*Procurement Method:**

This agreement is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

The goal is for the Arizona Supreme Court Administrative Office of the Courts to provide access to case records for certain elements outlined in the agreement.

**\*Public Benefit:**

The benefit is that access to case records from the Arizona Supreme Court Administrative Office of the Courts will ultimately help Pima County determine whether the DTAP program results in reduced recidivism and cost compared to the trajectory of like offenders who progress through the criminal justice system.

**\*Metrics Available to Measure Performance:**

The agreement will be successful upon completion of the transfer of all agreed upon data elements described in the agreement.

**\*Retroactive:**

No.

TO: COB 7-19-22 (1)  
VER.: 1  
PGS.: 6

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**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CTN Department Code: PCA Contract Number (i.e., 15-123): 23-001  
 Commencement Date: 08/02/2022 Termination Date: 08/01/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ 0.00 \* ☐ Revenue Amount: \$ 0.00

**\*Funding Source(s) required: N/A**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required: \_\_\_\_\_**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information (for grants acceptance and awards)**

☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required: \_\_\_\_\_**

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Funding Source: \_\_\_\_\_**

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Star Romero

Department: Pima County Attorney's Office

Telephone: 724-6000

Department Director Signature: [Signature]

Date: 7/14/2022

Deputy County Administrator Signature: [Signature]

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

County Administrator Signature: [Signature]

Date: 7/15/2022

## CASE RECORDS ACCESS AGREEMENT

This Case Records Access Agreement is between the Arizona Supreme Court Administrative Office of the Courts ("Custodian"), located at 1501 W. Washington, Phoenix, Arizona, 85007, the Pima County Attorney's Office ("Recipient"), located at 32 N. Stone Avenue, Tucson, AZ 85701.

1. **Permissible Purposes.** Recipient is a local government agency and may be granted access to case records for the purposes set forth below pursuant to Arizona Supreme Court Rule 123(g). The parties have identified the records access necessary for Recipient's intended business purpose, as described in this Agreement, and Recipient agrees to limit its use of the records accessed for the intended purpose identified herein.

*The Community Research, Evaluation and Development (CRED) team at the University of Arizona, led by Dr. Michele Walsh, was selected to evaluate the Pima County Specialty Courts Initiative by the Pima County Attorney's Office (PCAO). The Drug Treatment Alternative to Prison (DTAP) program, a specialty court involved in this initiative, provides residential and intensive outpatient drug treatment and needs-based wrap-around recovery support services in lieu of prison to selected non-violent repeat drug offenders in Pima County. A goal of the evaluation of DTAP is to determine whether the program results in reduced recidivism and cost compared to the trajectory of like offenders who progress through the criminal justice system.*

*The CRED team will compare criminal charges and convictions (recidivism measures) over a three-year period for those involved in the DTAP program to a comparison group of like offenders who did not have access to the DTAP program. This comparison group will be identified by the Administrative Office of the Courts (AOC) to include those with inclusion and exclusion charges aligned with eligibility criteria for DTAP participation. The AOC will provide these data to PCAO, who will then provide CRED with de-identified data.*

*Whereas DTAP is in its 12th year, the current evaluation will focus on DTAP participants enrolled between January 1, 2011 and September 30, 2015, and a comparison group of offenders with eligible charges during the same period. This focus will allow DTAP participants enrolled in the first five years to progress through the full three-year course of DTAP, and then allow for three years of follow-up on recidivism measures.*

2. **Term of Agreement.** This Agreement is effective August 2, 2022 and terminates on August 1, 2023.
3. **Data Provided.** Custodian hereby agrees to provide Recipient via Recipient's Data Liaison a one-time electronic exchange of the court case records and data described in the attached Appendix A ("data"), which represents the data it provides its subscribers.

**Data Source:** AOC CCI data warehouse.

**Data extract parameters:**

- Individual is grouped based on:
  - A. Last name;
  - B. Birth date;
  - C. Gender;
- Data Extract 1: DTAP Group
  - A. Disposition type "DTAP Program"
  - B. Individuals with cases filed in calendar years 2011 to 2015.
- Data Extract 2: Comparison Group
  - A. Exclude individuals with cases filed from calendar year 2001 to 2015 with a charge with a case category of homicide, sex offenses, kidnapping, robbery, aggravated assault, weapons offense, public order and felony classification (F1, F2, F3, F4, F5 and F6), as well as exclude individuals with drug offense with a felony classification of F2 or F3.
  - B. Include individuals with cases filed in calendar years 2011 to 2015 with a first occurrence of one charge
    - 1. with a drug offense of ARS §§ 13-3405, 13-3407, 13-3408 or 13-3415 (and any subsections)
    - 2. with a felony classification of (F4, F5, F6, FM or F) and
    - 3. a disposition of guilty.
  - C. Prior to the first occurrence stipulated in section "B" of section Comparison Group, include individuals with at least two prior occurrences in the preceding 10-years who have the same criteria in Comparison Group section "B-1, B-2 & B-3".

**4. Method of Access.** Recipient shall access the data by the following means:

Transfer of data will be conducted through an electronic exchange. Custodian's designated data liaison will send data through a Secure File Transfer Protocol (SFTP)

**5. Data Liaisons**

**A. Custodian designates the following individual to be the Data Liaison:**

**Name:** Bert Cisneros & Rico Rivera

**Mailing:** 1501 W. Washington, Phoenix, Arizona, 85007

**Email address:** HCisneros@courts.az.gov, RRivera@courts.az.gov

**Telephone:** (602) 452-3159, (602) 452-3376

**B. Recipient designates the following individual to be the Data Liaison:**

**Name:** Nahrin Jabro

**Mailing:** 32 N. Stone Ave., Suite 1100, Tucson, AZ 85701

**Email address:** Nahrin.jabro@pcao.pima.gov

**Telephone:** (520) 724-8142

**6. Terms and Conditions.** Recipient agrees to the following:

- A. Duty to protect records.** Recipient shall use reasonable efforts to protect the data from unauthorized access and misuse and shall ensure the security and confidentiality of any data that are sealed or closed by rule or law provided by the Custodian.
- B. Unauthorized re-dissemination prohibited.** Recipient will not copy or re-disseminate any data that are sealed or closed by rule or law other than for the stated purposes.
- C. Commercial use prohibited.** Recipient will not use the data to sell a product or service to an individual or the general public. The parties agree and acknowledge that the Recipient may use the data to perform analysis to create a custom report, and the Recipient could charge for the time spent creating a custom report. This is expressly permitted hereunder and shall not be considered a breach of the foregoing sentence.
- D. Employee training.** Recipient will inform its employees of the requirements imposed by applicable federal and state laws, rules, and terms of this Agreement.
- E. Correcting data errors.** If requested by the individual who is the subject of any data provided, Recipient will cooperate with the individual and the Custodian in correcting any inaccurate or incomplete records provided by the custodian. Recipient will notify Custodian of any data inaccuracies identified by Recipient.
- F. Merging records.** Prior to merging any data obtained from the Custodian with other data concerning an individual or organization, Recipient will ensure there is sufficient identifying information to reasonably conclude that the data concerns the same individual or organization.
- G. Release restrictions.** Recipient acknowledges that Custodian's release of data is subject to all Arizona statutes and rules pertaining to public records, including Arizona Supreme Court Rule 123 and § 1-606 of the Arizona Code of Judicial Administration.
- H. Compliance with audits and investigations.** Recipient agrees that the Custodian may, at its expense, during normal business hours and with reasonable advance notice, audit Recipient's compliance with the terms and conditions of this Agreement and that Recipient will cooperate fully with any law enforcement investigation concerning the use of the data by Recipient or any of its employees. For the purpose of any such audit, Recipient shall grant Custodian access to any of its databases containing data obtained under this Agreement without charge. To the extent that Custodian, in accessing such databases, has access to data other than the data provided by Custodian to Recipient hereunder, Custodian shall keep such data in strict confidence and shall have no right to use, copy, retain or remove such other data for any purpose whatsoever.
- I. Disclaimer.** Custodian and any courts from which the data originated, make no representations or warranties of any kind, including but not limited to the warranties of fitness for a particular purpose or merchantability, nor are any warranties to be implied, with respect to the data made available under this Agreement. Custodian and all courts

from which data originated make no warranties as to the accuracy or completeness of the information contained in the data provided. Custodian shall not be liable for any claim, regardless of form of action, for any damages resulting from the use by Recipient of any data provided under this Agreement. Custodian shall not be liable for any claim, regardless of form of action, for any damages arising from incorrect or incomplete data provided under this Agreement. Custodian shall not be liable to Recipient or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.

- J. Indemnification.** Recipient (as "Indemnitor") agrees to indemnify, defend, and hold harmless the Arizona Supreme Court, the Administrative Office of the Courts, any court from which the data originated, and the State of Arizona, and their officers, official, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") 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 bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Recipient shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the Indemnitee from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

- K. Injunctive relief; liability.** Recipient acknowledges that Custodian will be irreparably harmed if Recipient's obligations under this Agreement are not specifically enforced and that Custodian would not have an adequate remedy at law in the event of an actual or threatened violation by Recipient of its obligations. Therefore, Recipient agrees that Custodian shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Recipient or its personnel without the necessity of Custodian showing either actual damages or that monetary damages would not afford an adequate remedy. Recipient shall be liable to Custodian for reasonable attorneys' fees incurred in obtaining any relief pursuant to this Agreement.



**L. Assignment and binding effect.** Except as otherwise expressly permitted herein, neither party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other.

**M. Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

**7. Counterparts.** This Agreement may be executed in counterparts and will be considered as one executed agreement, and facsimile or electronic signatures in pdf format received by the appropriate party will be treated as originals.

**8. Signatories.** Each of the individuals signing below certifies that he or she has the authority to execute this Agreement on behalf of the named agency or entity.

ARIZONA SUPREME COURT  
Administrative Office of the Courts

By: [Signature]

Title: DIRECTOR

Date: 7/13/22

PIMA COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Sharon Bronson  
Title: Chair, Pima County Board of Supervisors

Approved as to content:

By: [Signature] Date: 07/13/22  
Name: Laura Conover  
Title: Pima County Attorney

Approved as to form:

By: [Signature] Date: 7/13/2022  
Name: Tiffany Tom  
Title: Deputy County Attorney

## APPENDIX A

# General jurisdiction courts:

List of GJ Variables			
Order	Variable	Type	Length
1	CourtCode	Num	8
2	DisplayCaseNumber	Char	25
3	StatusStartDate	Num	8
4	CaseStatus	Char	15
5	CaseFilingDate	Num	8
6	FirstName	Char	25
7	MiddleName	Char	10
8	LastName	Char	25
9	DateOfBirth	Num	8
10	GenderShortDescription	Char	1
11	DateOfCrime	Num	8
12	CountNumber	Num	8
13	SequenceNumber	Num	8
14	OffenseARSCode	Char	9
15	OffenseARSDescription	Char	45
16	OffenseClassShortDescription	Char	2
17	DispositionDate	Num	8
18	DispositionDescriptionCode	Char	10
19	DispositionDescription	Char	25
20	Race	Char	25
21	Ethnicity	Char	25
22	PostalCode	Char	5

Data Source: AOC CCI data warehouse.