

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

IN THE MATTER OF ACCESS TO CLOSED,)
CONFIDENTIAL AND WORK PRODUCT)
RECORDS AND INFORMATION OF THE)
ADULT PROBATION DEPARTMENT)
_____)

ADMINISTRATIVE ORDER
No. 2020-125

The Arizona Board of Regents for and on behalf of Arizona State University's Center for Correctional Solutions ("ASU") is conducting a Research and Evaluation on Promising Reentry Initiatives Project to evaluate housing assistance provided to formerly incarcerated individuals. ASU will compare formerly incarcerated individuals who receive housing assistance with those who do not and evaluate any correlations between housing assistance, employment, and recidivism. ASU seeks data from the Maricopa County Adult Probation Department ("APD") to conduct its research project. APD would benefit from participating in the study as it seeks to improve its probation programs to ensure the success of people on probation.

Rule 123(d)(2)(B) of the Rules of the Arizona Supreme Court states that "records maintained as the work product" of the probation department are not public records. However, Rule 123(c)(6) provides that "government agencies and political subdivisions, and private organizations, the objective which is to serve a public purpose, such as criminal justice, child welfare, licensing, mental health treatment, or research for scholarly, journalistic, or governmental purposes, may be granted access to court records as required to serve that purpose" as provided by court order.

The Maricopa County Adult Probation Department and ASU will be entering into a Records Access and Confidentiality Agreement regarding the data to be provided to ASU.

IT IS THEREFORE ORDERED as follows:

1. As specified in Attachment "A" of the Records Access and Confidentiality Agreement between the Maricopa County Adult Probation Department and ASU, and in accordance with Rule 123 of the Rules of the Supreme Court, the Maricopa County Adult Probation Department is authorized to provide probationer identifying information, probationer employment status, probationer employment type, probationer housing information, probationer risk assessment information, and other work product of the Adult Probation Department to the Director for the Center for Correctional Solutions at ASU.

2. The data will be provided electronically in a format and at intervals agreed upon by ASU and APD.
3. ASU shall secure all data, records, and information provided by the Maricopa County Adult Probation Department and shall not share, copy, or use the data, records, and information except as authorized in this Order and the Records Access and Confidentiality Agreement.
4. ASU shall provide their analysis when available to the Maricopa County Adult Probation Department. Any final work product including analytical models or reports shall not include personal identifiers or any information which may be used to identify a specific defendant, probationer, treatment provider, probation officer, or victim.

Dated this 27th day of August, 2020.

/s/ Patricia Starr

Hon. Patricia Starr
Criminal Department Presiding Judge

Original: Clerk of the Superior Court

Copies: Michael Cimino, Chief Adult Probation Officer
Kevin Wright, PhD., Arizona State University

Attachment: Record Access and Data Sharing Agreement

RECORD ACCESS AND DATA SHARING AGREEMENT

This Records Access Agreement is between the Superior Court in Maricopa County Adult Probation Department hereinafter called "APD" and Center for Correctional Solutions (CSS), School of Criminology & Criminal Justice at Arizona State University hereinafter called "ASU".

1. **Purpose.** Researchers from CCS at Arizona State University (ASU) propose the NIJ Research and Evaluation on Promising Reentry Initiatives to evaluate housing assistance provided to formerly incarcerated individuals. Specifically, ASU will perform a randomized controlled trial evaluation of financial housing assistance provided to individuals returning from prison to Arizona communities. ASU will compare those randomly receiving assistance to those not receiving assistance with regard to employment and recidivism outcomes. ASU researchers are responsible for management of the project and all required communication and document submission with relevant parties. ASU researchers will obtain approval for the research through ASU's institutional review board, and all data will be deidentified and stored in accordance with IRB protocol. All MCAPD and Judicial Branch protocols, which will be provided in writing, shall be adhered to by ASU researchers as they carry out the project.
2. **Effective Date.** This agreement will become effective once fully executed by the parties and shall remain effective until terminated by either of the parties.
3. **Termination.** Either party may terminate this agreement at any time for any reason upon written notice to the other party
4. **The APD and ASU will exchange records as set forth in Appendix A to this agreement.**
5. **Terms Required by Arizona Code of Judicial Administration Section 1-606.**
 - a. ASU shall protect the records and data from unauthorized access and misuse.
 - b. ASU shall ensure the security and confidentiality of any records or data provided by the custodian that are sealed or closed by Rule 123 or any other rule or law.
 - c. ASU will not copy or re-disseminate any records or data closed by Rule 123 other than for the stated purposes.
 - d. ASU will not use the records or data to sell a product or service to an individual or the general public.
 - e. ASU will inform its employees of the requirements imposed by applicable federal and state laws, rules, and terms of the record access agreement.
 - f. If requested by the individual who is the subject of a record, ASU will cooperate in correcting any inaccurate or incomplete records provided by the custodian.
 - g. ASU will consult with the custodian prior to releasing any records or data provided under the record access agreement in response to a public records request.
 - h. Prior to merging any records or data obtained from the custodian with other records or data concerning an individual or organization, ASU will ensure there is sufficient

identifying information to reasonably conclude that the record or data concerns the same individual or organization.

- i. ASU will notify the custodian of any record or data inaccuracies discovered by the Arizona Complete Health.
- j. ASU will permit the custodian to audit its use of and access to the records or data provided.
- k. The parties shall agree on how the records or data will be exchanged, and if done so electronically, the format, timing, and frequency of exchanges.
- l. The parties shall agree on a change management process and allocation of responsibilities for ensuring any unilateral software modifications do not disrupt the ongoing exchange of electronic case record information.
- m. All applicable rules and laws pertaining to the release of the records and data have been disclosed by the parties.

6. State of Arizona Mandated Standard Terms.

- n. None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.
- o. Pursuant to A.R.S. §§ 35-214 and 35-215, ASU shall retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, Recipient shall produce the original of any or all such records.
- p. The requirements of A.R.S. § 38-511 apply to this Agreement. The APD may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the APD is, at any time while this Agreement or any extension is in effect, an employee or agent of ASU with respect to the subject matter of this Agreement.
- q. ASU shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. ASU shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- r. Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.
 - i. The ASU warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

- ii. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.
 - iii. The APD retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or subcontractor is complying with the warranty under this provision.
- s. This Agreement shall be construed in accordance the laws of the State of Arizona.
- t. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
7. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (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.
8. In addition, ASU shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.



Michael Cimino
Chief Probation Officer
Adult Probation Department
Superior Court in Maricopa County

August 10, 2020

Date



Kevin Wright, PhD.
Director, Center for Correctional Solutions
School of criminology & Criminal Justice
Arizona State University

08.10.20

Date

APPENDIX A: Data Exchange Process & Elements for APD/ASU

- APD will provide the following data elements for any probation cases in the grant (either in the control group or the treatment group) to ASU:
 - Employment Status
 - Employment Type
 - Housing information
 - Risk Level
- The data must be provided in a secured manner to ASU either in an automated report format.
- APD will provide the APETS# and ADC #s as a common identifier when reporting specific information on participants.
- For the purpose of this project the Dept of Housing is defining recidivism as a return to ADC.

I don't know that we would be able to automate the pulling of data they are looking for so I'm guessing this information will need to be manually tracked and reported. Let me know if you have any questions