

## **Campbell County Adult Diversion Court: Data Collection and Sharing Agreement**

1. **Parties.** The parties to this Campbell County Adult Diversion Court: Data Collection and Sharing Agreement (Agreement) are the State of Wyoming, Wyoming Judicial Branch (WJB), whose address is: 2301 Capitol Avenue, Cheyenne, Wyoming 82002; State of Wyoming, Department of Health (WDH), whose address is: 401 Hathaway Building, 4th Floor, Cheyenne, WY 82009; the State of Wyoming, Department of Corrections (DOC), whose address is Wyatt Drive, Suite 100, Cheyenne, WY 82002; Campbell County, Adult Treatment Courts, Adult Diversion Court (Diversion Court), whose address is 500 South Gillette Avenue, Suite 2500, Gillette, Wyoming 82716; Campbell County, Sheriff's Office (CCSO), whose address is: 660 West Boxelder Road, Gillette, Wyoming 82718: 1934; the City of Gillette, which includes the Gillette Police Department (GPD), whose address is: 201 East 5th Street, 1st Floor, Gillette, Wyoming 82716, and the Gillette Municipal Court (GMC), whose address is 201 East 5th Street, 1st Floor, Gillette, Wyoming 82716; and Volunteers of America (VOA), whose address is 1876 South Sheridan Avenue Sheridan, WY 82801.

The WJB, WDH, DOC, Diversion Court, CCSO, GPD, GMC, and VOA are herein referred to, collectively, as the Parties, and each, individually, as a Party.

2. **Purpose of Agreement.** The Parties are among stakeholders who established the Campbell County Adult Diversion Court (Diversion Court), which tests the effectiveness of diverting those with serious mental illnesses away from the criminal justice system and into community-based services. The purpose of this Agreement is to memorialize the terms and conditions for the Parties' collection, use, sharing, analysis, and disclosure of data and information bearing on the Diversion Court's results and effectiveness as compared to traditional criminal justice system processes.
3. **Term of Agreement.** This Agreement is effective when all Parties have executed it (Effective Date). The term of this Agreement is from the Effective Date until the Diversion Court is no longer subject to review for effectiveness.

This Agreement may be extended by written agreement of the Parties and subject to the required approvals.

4. **Aggregated Data Collection.** The following provisions identify the aggregated data each Party will collect to evaluate the Diversion Court's results and effectiveness as compared to traditional criminal justice system processes.
  - A. **CCSO.** The CCSO agrees to make available to the Parties data from July 2018 through the term of this Agreement on the following:

*Intercept 1 – Initial Law Enforcement Encounter*

- a. Total monthly count of dispatched calls;
- b. Total monthly count of dispatched calls involving someone with a suspected mental health need;
- c. Total monthly count of dispatched calls involving CIT-trained law enforcement;
- d. Total monthly count of persons screened for serious mental illness at the scene of a dispatched call;
- e. Total monthly count of persons screened on scene who were flagged for further mental health evaluation;
- f. Total monthly count of persons screened on scene who were referred to a clinical service provider for a mental health evaluation after the screening flagged potential serious mental illness;
- g. Total monthly count of dispatched calls resulting in referrals to community-based services;

*Intercept 2 – Initial Detention*

- h. Total monthly count of persons booked;
- i. Total monthly count of persons screened for serious mental illness at booking;
- j. Total monthly count of persons screened at booking who were flagged for further mental health evaluation;
- k. Total monthly count of persons screened at booking who were referred to a clinical service provider for a mental health evaluation after the screening flagged potential serious mental illness;
- l. Total daily jail census (number of individuals involuntarily confined or detained in Campbell County Detention Center);
- m. Total daily jail mental health census (number of individuals involuntarily confined or detained in Campbell County Detention Center who are suspected to suffer from serious mental illnesses);
- n. Total monthly jail-related violence episodes; and,
- o. Total monthly workers' compensation claim counts.

- B. GPD.** The GPD agrees to make available to the Parties data from July 2018 through the term of this Agreement on the following:

*Intercept 1- Initial Law Enforcement Encounter*

- a. Total monthly count of dispatched calls;
- b. Total monthly count of dispatched calls involving someone with a suspected mental health need;
- c. Total monthly count of dispatched calls involving CIT-trained law enforcement;
- d. Total monthly count of persons screened for serious mental illness at the scene of a dispatched call;

- e. Total monthly count of persons screened on scene who were flagged for further mental health evaluation;
  - f. Total monthly count of persons screened on scene who were referred to a clinical service provider for a mental health evaluation after the screening flagged potential serious mental illness;
  - g. Total monthly count of dispatched calls resulting in referrals to community-based services.
- C. WDH.** The WDH agrees to make available to the Parties data from July 2018 through the term of this Agreement on the following:
- a. Number of Campbell County court orders directing the Wyoming State Hospital to perform, on an outpatient or inpatient basis, Title 7 examinations of defendants charged only with misdemeanor offenses;
  - b. Average wait time for these examinations;
  - c. Average wait time for competency restoration services; and
  - d. The estimated marginal costs for conducting these examinations and providing any competency restoration services resulting from these examinations.
- D. DOC.** To the extent and for as long as the DOC performs criminogenic risk assessments for the diversion court, DOC agrees to make available to the Parties data from July 2018 through the term of this Agreement on the following:
- a. Number of individuals referred for a criminogenic risk assessment; and
  - b. Number and percentage of assessed persons who scored a moderate, high, or very high risk.
- E. WJB.** The WJB agrees to make available to the Parties data from July 2018 through the term of this Agreement on the following:
- a. Number of Campbell County court orders directing the Wyoming State Hospital to perform, on an outpatient or inpatient basis, Title 7 examinations of defendants charged only with misdemeanor offenses; and
  - b. Number of cases filed in Campell County involving defendants charged only with misdemeanor offenses.
- F. GMC.** The GMC agrees to make available to the Parties data from July 2018 through the term of this Agreement on the following:
- a. Number of municipal court orders directing the Wyoming State Hospital to perform, on an outpatient or inpatient basis, Title 7 examinations of defendants charged only with misdemeanor offenses; and
  - b. Number of cases filed in municipal court involving defendants charged with misdemeanor offenses.

- G. Diversion Court.** With assistance from the WJB, the Diversion Court agrees to generate and collect data showing the following information:
- a. Number of individuals referred for participation in Diversion Court;
  - b. Number of referred persons who received invitations to participate in Diversion Court;
  - c. Number of invited persons who accepted invitations to participate in Diversion Court.

**5. Participant-Level Data Collection.**

- A. The Diversion Court.** For each participant, the Diversion Court agrees to collect:

- a. Written authorization for the release of health and criminal record information, which shall be required as a condition of participation. The Diversion Court will provide copies of these authorizations and releases to the WJB and WDH as soon as practical after enrollment.
- b. A continuously updated roster of participants, which will be shared electronically at all times with WJB and WDH. The roster will contain:
  - i. Identifying information, to include name, alias, date of birth (DOB), Social Security Number (SSN) and driver's license number;
  - ii. Demographic information, to include race/ethnicity and sex;
  - iii. Diversion Court participation information, to include date of invitation, date of admittance to the Diversion Court, date of discharge from Diversion Court, and indication of discharge status (termination, withdrawal, or graduation).

- B. CCSO.** For each participant identified on the Diversion Court roster, the CCSO agrees to collect and provide data from July 2018 through the term of this Agreement on the following:

- a. Dates of arrests;
- b. Dates of law-enforcement encounters;
- c. Dates of jail admissions and discharges;
- d. Dates of referrals to clinical mental health evaluation; and,
- e. Dates of referrals to criminogenic assessments.

- C. GPD.** For each participant identified on the Diversion Court roster, the GPD agrees to collect and provide data from July 2018 through the term of this Agreement on the following:

- a. Dates of arrests;
- b. Dates of law-enforcement encounters; and
- c. Dates of referrals to clinical mental health evaluations.

- D. WDH.** For each participant identified on the Diversion Court roster, the WDH agrees to collect and provide data, as may be available, from July 2018 through the term of this Agreement on the following:
- a. Dates and type (inpatient or outpatient) of orders received from any court directing the Wyoming State Hospital to perform Title 7 examinations;
  - b. Dates these evaluations were completed;
  - c. Prescription dates and cost of psychotropic medications prescribed by a provider contracted by WDH;
  - d. Total costs of mental health or substance user disorder treatment services and medications paid by the WDH for the participant.
- E. WJB.** For each participant identified on the Diversion Court roster, the WJB agrees to collect and provide data from July 2018 through the term of this Agreement on the following:
- a. Dates of criminal cases filed against the participant in any Wyoming court.
- F. GMC.** For each participant identified on the Diversion Court roster, the GMC agrees to collect and provide data from July 2018 through the term of this Agreement on the following:
- a. Dates of criminal cases filed against the participant in municipal court.
- G. VOA.** For each participant identified on the Diversion Court roster, the VOA agrees to collect and provide data from enrollment in Diversion Court through the term of this Agreement the following:
- a. Number of hours of mental health or substance use disorder treatment services provided under this pilot for the participant.

**6. Data Sharing and Analysis.**

- A.** Each party shall designate and maintain a data liaison who shall be responsible for collecting and sharing the aggregated and participant-level data identified in Paragraphs 4 and 5 of this Agreement for analysis.
- B.** Additionally, the WJB and WDH shall each designate a representative who shall be responsible for requesting, receiving, and analyzing the aggregated and participant-level data identified in Paragraphs 4 and 5.
- C.** The designated WJB and WDH representatives may request the aggregated and participant-level data identified in Paragraphs 4 and 5 from the designated data liaisons. These requests must be made in writing, may be made on not more than a semi-annual basis, and may be made until completion of the Diversion Court evaluation. To permit collection of participant-level data, these written requests shall include each participant's identity (name, alias, gender, race, DOB, driver's license

number, SSN).

- D. Parties shall provide the requested information within thirty (30) days of receiving a data request.
- E. The designated WJB and WDH representatives shall conduct statistical analyses and prepare reports evaluating the Diversion Court's results and effectiveness as compared to traditional criminal justice processes.
- F. The WJB and WDH shall provide advance copies of these reports to all Parties for review and comment before finalization of the reports.
- G. Each Party shall retain ownership of any data provided to any other Party under this Agreement.

7. **Data Protections.**

- A. In collecting, sharing, and analyzing data under this Agreement, the Parties shall ensure compliance with state and federal law. Each Party shall use any information obtained from another Party only for the purpose of, and to the extent necessary, to analyze the Diversion Court's results and effectiveness.
- B. The Parties shall ensure confidential information shared under this Agreement is not disclosed in any form which violates law or discloses the identity of a Diversion Court participant to anyone other than the Parties.
- C. The Parties shall ensure records and all confidential information collected and shared under this Agreement are stored only in secure areas on password protected and secure government computer systems.
- D. The Parties shall ensure confidential information is transferred only when necessary and only by secure electronic data transfer.
- E. If a Party believes or has reason to believe that confidential information shared under this Agreement has been compromised or breached, the Party shall take remedial measures and immediately notify the data liaisons designated under Paragraph 6.A.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed by all Parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the

State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties.

- C. Entirety of Agreement.** This Agreement, consisting of nine (9) pages, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- D. Force Majeure.** No Party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the Party failing to perform immediately notifies the other Party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- E. Indemnification.** No Party agrees to insure, defend, or indemnify the other.
- F. Notices.** All notices arising out of, or from the provisions of this Agreement shall be in writing and given to the Parties at the addresses provided under this Agreement, either by regular mail or delivery in person.
- G. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- H. Sovereign Immunity.** The State of Wyoming, Campbell County, and the City of Gillette expressly reserve sovereign, governmental, or municipal immunity by entering into this Agreement and specifically retain immunity and all defenses available to them.
- I. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Agreement.
- J. Third-Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this

Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

- K. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.
- L. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
- M. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- N. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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9. **Signatures.** By signing this Agreement, the Parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

**STATE OF WYOMING, JUDICIAL BRANCH**

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Kate M. Fox  
Supreme Court Chief Justice

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Date

**STATE OF WYOMING, DEPARTMENT OF CORRECTIONS**

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Dan Shannon  
Director

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Date

**STATE OF WYOMING, DEPARTMENT OF HEALTH**

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Stefan Johansson  
Director

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Date

**CAMPBELL COUNTY, ADULT TREATMENT COURTS**

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Judge Paul Phillips  
Chairman, Board of Directors

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Date

**CAMPBELL COUNTY, SHERIFF'S OFFICE**

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Scott Matheny  
Sheriff

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Date

**CITY OF GILLETTE**

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Shay Lundvall  
Mayor

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Date

**FOR THE VOLUNTEERS OF AMERICA**

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Aimee Foster  
Chief Program Officer

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Date