



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

Requested Board Meeting Date: 11/10/2015

or Procurement Director Award

Contractor/Vendor Name (DBA): Federal Bureau of Prisons - Tucson

Project Title/Description:

IGA between Pima County Medical Examiner's Dept. and Federal Bureau of Prisons - Tucson for autopsy services

Purpose:

Autopsy Services

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

Perform autopsies as required by Federal Bureau of Prisons - Tucson sector

Public Benefit:

N/A

Metrics Available to Measure Performance:

N/A

Retroactive:

No

Original Information

Document Type: CTN Department Code: FSC Contract Number (i.e., 15-123): 16-045

Effective Date: 11/10/2015 Termination Date: 8/31/2020 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$ _____ Revenue Amount: \$ 25,000.00 annually

Funding Source(s): _____

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

To: COB - 10-28-15 (2)

Ver. - 1
Pgs. - 4

Contact: Patti L. Nelson

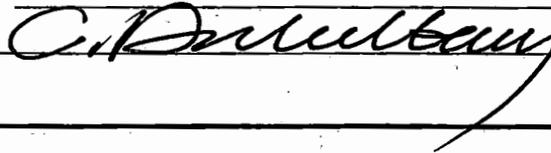
Department: Pima County Medical Examiner's Department

Telephone: 520-724-8621

Department Director Signature/Date:  9/29/15

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

 10/15/15

CONTRACT
NO. <u>CTN-FSC-1600000000000000000045</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND
FEDERAL BUREAU OF PRISONS – TUCSON FOR MEDICAL EXAMINER
SERVICES**

This Intergovernmental Agreement (“Agreement”) is entered into pursuant to A.R.S. §11-952 by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and Federal Bureau of Prisons - Tucson (“Prisons”).

Recitals

WHEREAS, County and the Prisons may contract for services and enter into agreements with one another for joint or cooperative action pursuant to Arizona Revised Statutes §11-951, et. seq.

WHEREAS, the Prisons has requested that an autopsy be performed at their discretion even when the Medical Examiner determines that an autopsy is not required, and desires to utilize the Pima County Office of the Medical Examiner to provide medical examiner services;

WHEREAS, County and Prisons desire to enter into an agreement whereby the physicians employed by County as a medical examiner will provide county medical examiner services for and on behalf of the Prisons.

NOW THEREFORE, County and the Prisons, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of Medical Examiner services by County to the Prisons, and to address legal and administrative matters among the parties.

2. **Definitions.**
 - 2.1 **AUTOPSY** – means the postmortem examination of a body, including the internal organs and tissues, to determine the cause of death or pathological changes and conditions.

 - 2.2 **EXTERNAL EXAMINATION** – means the postmortem examination which excludes the internal examination where cause and manner of death may be reasonably ascertained without the direct inspection of internal organs.

 - 2.3 **BOARD CERTIFIED PATHOLOGIST** – means a board certified, or board eligible, physician who is a specialist in diagnosing the abnormal changes in organs and tissues removed during postmortem examination.

3. Term

3.1 This Agreement shall be effective upon execution by both parties and shall continue through August 31, 2020.

4. Termination

4.1 This Agreement, upon mutual consent of the parties, may be extended. Any modification or time extension of this Agreement shall be by formal written amendment and executed by the parties hereto.

4.2 Either party may terminate this Agreement, without cause, upon 30 days advance written notice.

5. Scope

5.1 County will:

- 5.1.1 Provide those services customarily provided by the County Medical Examiner on behalf of the Prisons pursuant to A.R.S. Title 11, Chapter 3, Article 12;
- 5.1.2 Except for services provided by residents training under the supervision of County's staff pathologists, assure that physicians performing under this Agreement are Board Certified Pathologist(s) skilled in the specialty of the forensic sciences, and licensed to practice in the State of Arizona; Fully comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and regulatory authorities relating to the licensure and regulation of physicians;
- 5.1.3 Provide 24-hour staff availability for consultation with the Prisons designated personnel;
- 5.1.4 Perform autopsies in a timely fashion;
- 5.1.5 Provide pathologist or otherwise qualified staff to testify in court whether as an expert or fact witness;
- 5.1.6 Perform forensic and non-forensic autopsies during the period of September 1, 2015 thru August 31, 2020. Some or all of the following service tasks may be performed, based upon the Pima County Medical Examiner's determination of need for each case:
 - 5.1.6.1 Prepare body for autopsy.
 - 5.1.6.2 Take photographs of decedent.
 - 5.1.6.3 Take fingerprints of the decedent.
 - 5.1.6.4 Take x-rays of decedent, if necessary.
 - 5.1.6.5 Prepare documents required for court testimony.
 - 5.1.6.6 Collect evidence, if necessary.
 - 5.1.6.7 Obtain specimens for possible toxicology testing.
- 5.1.7 Provide a complete and detailed autopsy report for each individual case.
- 5.1.8 Maintain secure records containing the appropriate professional and supportive information and documentation pertaining to individual cases. Each case may contain the following information:
 - 5.1.8.1 Law Enforcement agency preliminary report;
 - 5.1.8.2 Law Enforcement initial report of case;
 - 5.1.8.3 Any autopsy or examination report;

- 5.1.8.4 Histological evidence;
- 5.1.8.5 Slides and/or photographs of the decedent if any;
- 5.1.8.6 Fingerprints of the decedent;
- 5.1.8.7 X-rays of the decedent, if any;
- 5.1.8.8 Past medical history of decedent, if any;
- 5.1.8.9 Narrative entries of any other informational aspects concerning decedent, if any;
- 5.1.8.10 Copy of signed death certificate.
- 5.1.9 Submit to the Prisons, by the 15th working day following the month in which service is rendered, supporting documentation of cases completed during the previous month and, if applicable, accompanying reports.
- 5.1.10 Perform other duties related to this Agreement, including, but not limited to, the following:
 - 5.1.10.1 Signing death certificates for cremation authorization.
 - 5.1.10.2 Authorize anatomical gifts.
 - 5.1.10.3 Provide information to family members, the public and other service agencies as authorized by law including, when appropriate, to Consulates and other agencies that track or maintain databases regarding missing persons.

6. Payment

6.1 Method of Payment and Pricing

- 6.1.1 Not later than 30 days after execution of this Agreement the Prisons will pay County in accordance with County's published fee schedule in effect at the time of the service.
- 6.1.2 Other services. All non-examinations or non-autopsy services will be billed and paid in accordance with County's published fee schedule in effect at the time the service is rendered. County will submit an invoice to the Prisons by the 15th working day following the month in which the service is rendered identifying the service rendered which the Prisons will pay within 30 days of receipt.

7. Mutual Indemnification

- 7.1 To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which result from any act or omission of each party, its agents, employees or anyone acting under its direction, control or on its behalf unless due solely to either party's negligence.

8. Compliance with Laws

- 8.1 The parties shall comply with all 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. Any action relating to this Agreement shall be brought in an Arizona court in Pima County provided that nothing herein shall be interpreted as an express or implied waiver of either party's sovereign immunity.

9. Non-Discrimination

9.1 The Prisons agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or Prisonsal origin.

10. ADA

10.1 The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

11. Severability

11.1 If any provision of this Agreement or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

12. Conflict of Interest

12.1 This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

13. Non-Appropriation

13.1 Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.

14. Worker's Compensation

14.1 Each party shall comply with the notice provisions of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

15. No Joint Venture

15.1 It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County any and the

Prisons employees, or between the Prisons and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

16. No Third Party Beneficiaries

16.1 Nothing in the provisions of 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.

17. Entire Agreement

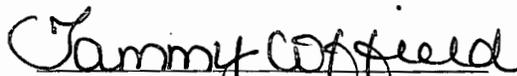
17.1 This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

PIMA COUNTY:

Federal Bureau of Prisons - Tucson:

Chair
Board of Supervisors



Tammy Coffield Contract Specialist

ATTEST:

ATTEST:

Clerk of the Board

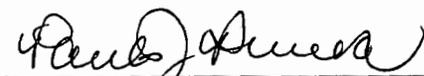


THERESA T. TALPLACIDO
SENIOR ATTORNEY

Approval

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of each party.

PIMA COUNTY:



Deputy County Attorney