



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 10/18/2016

or Procurement Director Award [ ]

Contractor/Vendor Name (DBA): TOHONO O'ODHAM NATION

Project Title/Description:

INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND TOHONO O'ODHAM NATION FOR MEDICAL EXAMINER SERVICES

Purpose:

The purpose of this agreement is to set forth the responsibilities of the parties for the provision of Medical Examiner services by Pima County to the Nation, and to address legal and administrative matters among the parties.

Procurement Method:

CTN

Program Goals/Predicted Outcomes:

The Pima County Medical Examiner's Office will provide services for and on behalf of the Nation.

Public Benefit:

The Office of the Medical Examiner's Office will perform medical examiner services for the Tohono O'Odham Nation.

Metrics Available to Measure Performance:

The revenue received from the Tohono O'Odham Nation for completing medical examiner services.

Retroactive:

Original Information

Document Type: CTN Department Code: FSC Contract Number (i.e., 15-123): 17-59

Effective Date: 10/18/2016 Termination Date: 10/18/2021 Prior Contract Number (Synergen/CMS): NA

[ ] Expense Amount: \$ [ ] Revenue Amount: \$ 825,000 (estimated 5 year)

Funding Source(s):

Cost to Pima County General Fund: \$0.00

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

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

Vendor is using a Social Security Number? [ ] Yes [X] 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:

Procure Dept 09/26/16 AM09:13

Handwritten notes: To: COB 9.26.16 (11), den. 1, pgs. - 7

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Contact: Christopher C Smith

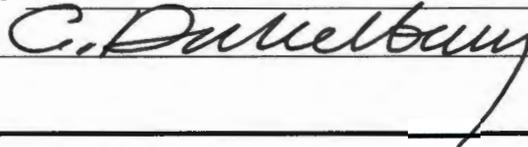
Department: Office of the Medical Examiner

Telephone: 520-724-8609

Department Director Signature/Date:  9/23/16

Deputy County Administrator Signature/Date:

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

 9/24/16

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## INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND TOHONO O'ODHAM NATION 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 Tohono O'odham Nation, a sovereign tribal government ("Nation").

### Recitals

WHEREAS, County and the Nation 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, County is authorized by Arizona Revised Statute §11-592 to appoint and has appointed a qualified person to the position of medical examiner.

WHEREAS, the Nation has determined that appointment of a full-time Nation medical examiner is not practical and desires to establish a list of licensed physicians who will be available to perform the duty's required of a county medical examiner; and

WHEREAS, County and Nation 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 Nation.

NOW THEREFORE, County and the Nation, 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 Nation, 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 examinations.

**3. Term.**

**3.1** This Agreement shall be effective upon execution by both parties for a term not to exceed five years from date of execution.

**4. Termination**

**4.1** Except as otherwise provided in this Agreement, this Agreement shall terminate five years from execution. This Agreement, upon mutual consent of the parties, may be extended for a period of time not to exceed five one-year periods, or any portion thereof. 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 Nation 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 Nation 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 January thru December (Calendar Year) and each subsequent Calendar Year. 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 Nation, by the 15<sup>th</sup> 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 Nation 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-examination 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 Nation by the 15<sup>th</sup> working day following the month in which the service is rendered identifying the service rendered which the Nation will pay within 30 days of receipt.

## **7. Compliance with Laws**

7.1 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. 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.

**8. ADA**

**8.1** 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.

**9. Severability**

**9.1** 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.

**10. Conflict of Interest**

**10.1** 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.

**11. Non-Appropriation**

**11.1** 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.

**12. Worker's Compensation**

**12.1** If applicable, 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.

**13. No Joint Venture**

**13.1** 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 Nation employees, or between the Nation 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.

**14. No Third Party Beneficiaries**

**14.1** 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.

**15. Entire Agreement**

**15.1** 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:**

\_\_\_\_\_  
Chair  
Board of Supervisors

**TOHONO O'ODHAM NATION:**

  
\_\_\_\_\_  
Edward Manuel, Chairman

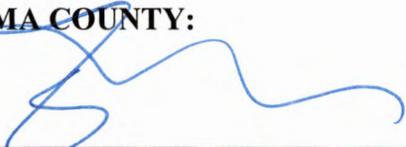
**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**Approval**

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

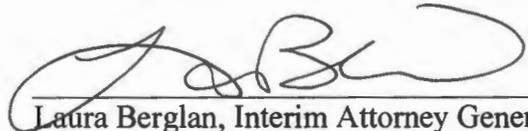
**PIMA COUNTY:**



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Deputy County Attorney  
**Jonathan Pinkney**

**TOHONO O'ODHAM NATION:**



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Laura Berglan, Interim Attorney General  
Tohono O'odham Nation

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