



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/06/2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Board of Regents on behalf of Arizona State University

**\*Project Title/Description:**

IGA Between Arizona Board of Regents and Pima County for Data Sharing

**\*Purpose:**

This Agreement establishes the basis for the Medical Examiner to share with University information contained in its records on violent deaths examined by the Medical Examiner. The records will be used for the purpose of contributing to understanding risk factors for intimate partner homicide in Arizona by providing accurate, comprehensive, and objective information regarding violent deaths.

**\*Procurement Method:**

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

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

This project will accomplish the following goals: (1) Develop an accurate count of intimate partner homicides in Arizona; (2) Better understand the risk factors for homicide, particularly those that are novel and/or specific to Arizona; and (3) Examine homicides among marginalized populations (e.g., immigrants, LGBTQ individuals, those living in rural areas, Native Americans).

**\*Public Benefit:**

Provide an accurate count of intimate partner homicides in Arizona and better understanding of the risk factors for homicide, particularly those that are novel and/or specific to Arizona.

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

The data and risk factors provided after completion of the research

**\*Retroactive:**

NA

**Contract / Award Information**

Document Type: CTN Department Code: FSC Contract Number (i.e., 15-123): 19-224  
Effective Date: 08/06/2019 Termination Date: 08/06/2024 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* 0 05 HL ☐ Revenue Amount: \$ 0

\*Funding Source(s) required: Fund-1000 Department-FSC Unit-0508 Appr Unit-FSC100005

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 22-73.

**Amendment / Revised Award Information**

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

☐ Expense or ☐ 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): \_\_\_\_\_  
Effective 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: Christopher C Smith 6/18/19  
Department: Office of the Medical Examiner Telephone: 520-724-8609  
Department Director Signature/Date: [Signature] 6/18/19  
Deputy County Administrator Signature/Date: [Signature] 6/18/19  
County Administrator Signature/Date: [Signature] 6/19/19  
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	CTN-FSC-19-224
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**Intergovernmental Agreement (IGA)  
Between  
Arizona Board of Regents and Pima County  
for Data Sharing**

This Intergovernmental Agreement ("IGA" or "Agreement") is entered into as of the last signature date herein (the "Effective Date"), between Pima County, a body politic and corporate of the State of Arizona ("County"), for and on behalf of the Pima County Office of the Medical Examiner ("Medical Examiner"), and the Arizona Board of Regents for and on behalf of Arizona State University ("University"), which shall be collectively referred to as the Parties and each individually as a Party.

**Recitals**

- A. County and University may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.;
- B. University is conducting a research study to gather data on risk factors for intimate partner homicide in Arizona, replicating and expanding upon previous research and providing needed information about the prevalence and risk factors for intimate partner homicide in Arizona;
- C. County wishes to make available to University data in the Medical Examiner's Preliminary Investigative Reports (PIR), Autopsy Reports, Toxicology Reports, and related materials for closed cases with a "homicide" manner of death, and certain cases with an "undetermined" manner of death, to assist University in developing an accurate count of intimate partner homicides in Arizona, in better understanding the risk factors for homicide, particularly those that are novel and/or specific to Arizona, and in examining homicides among marginalized populations, such as immigrants, LGBTQ individuals, those living in rural areas, and Native Americans;

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

**1. PURPOSE OF THE AGREEMENT:**

This Agreement establishes the basis for the Medical Examiner to share with University information contained in its records on violent deaths examined by the Medical Examiner. The records will be used for the purpose of contributing to understanding risk factors for intimate partner homicide in Arizona by providing accurate, comprehensive, and objective information regarding violent deaths.

The sharing of such records data will be in accordance with the terms and conditions stated in this Agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential.

## **2. TERM OF THE AGREEMENT:**

The term of this Agreement shall become effective upon the last date of signature herein and shall remain in effect for a period of five (5) years unless otherwise terminated or canceled as provided herein. By mutual written amendment, this Agreement may be extended by the Parties.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

## **3. TERMINATION OR AMENDMENT:**

Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written amendment signed by the authorized representative of the respective parties.

## **4. CONFIDENTIALITY:**

- A. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in Section 15, Scope of Work, without prior approval of the Parties.
- B. Neither medical information nor personally identifying information that may be exchanged through this Agreement shall be made available for any political or commercial purpose, nor shall such information be used as basis for determining eligibility for care or source of payment for care to any individual.

## **5. PUBLIC RECORDS:**

Notwithstanding any other provision of this Agreement, the Parties acknowledge that they are subject to A.R.S. 39-121 through 39-128 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

All reports of the medical examiner are subject to additional protections provided for by ARS § 11-597.02 and *Schoeneweis v Hamner*, 223 Ariz. 169, 221 P.3d 48 (App. 2009). UNIVERSITY shall not disclose reports originating from the medical examiner. University shall direct all individuals making a request for medical examiner reports in University's possession to the Medical Examiner.

## **6. APPLICABLE LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**7. COMPLIANCE WITH FEDERAL LAWS:**

The parties warrant that they are in compliance with all State and Federal laws.

**8. CONFLICT OF INTEREST:**

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when University or County receives written notice of the cancellation unless the notice specifies a later time.

**9. ARBITRATION:**

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518.

**10. FUNDING:**

This Agreement is not an obligation of or a commitment of funds, or a basis for a transfer of funds, but rather a statement of agreement between the Parties concerning the sharing and use of information related to the purposes of this Agreement. Expenditures by each party are subject to that party's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies of the respective parties.

**11. RELATIONSHIP:**

Nothing in this Agreement shall make any University employee or County employee an agent or employee of the other Party to this Agreement.

**12. INSURANCE:**

County and University are self-insured for liability per A.R.S. § 41-621.

**13. 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 authorized volunteers.

Notwithstanding any other provision to the contrary herein, the Parties acknowledge that both University and County are public institutions and, as such, any indemnification, liability limitation, release or hold harmless provision set forth in this Agreement will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. Therefore, each Party's liability under any claim for indemnification arising under this Agreement is limited to claims for property damage, personal injury, or death to the extent caused by negligent acts or omissions of that Party.

#### **14. BACKGROUND:**

ASU is conducting a research study entitled "An examination of risk factors for intimate partner homicide in Arizona" ("research project") under the direction of Jill Messing, MSW, PhD, Associate Professor ("ASU Researcher"). The purpose of this study is to gather data on risk factors for intimate partner homicide in Arizona, replicating and expanding upon previous research and providing needed information about the prevalence and risk factors for intimate partner homicide in Arizona. This project will accomplish the following goals: (1) Develop an accurate count of intimate partner homicides in Arizona; (2) Better understand the risk factors for homicide, particularly those that are novel and/or specific to Arizona; and (3) Examine homicides among marginalized populations (e.g., immigrants, LGBTQ individuals, those living in rural areas, Native Americans).

#### **15. SCOPE OF WORK:**

A. County agrees to provide University access to the following records (Data records):

- i. Preliminary Investigative Reports (PIR), Autopsy Reports, Toxicology Reports and related materials for closed cases with a "homicide" manner of death. Certain cases with an "undetermined" manner of death may also be provided.
  - a) These reports will be made available to University from the earliest possible date and forward.
  - b) These reports will be made available to University through an in-person transfer of data (in both electronic and paper formats) of all available records from the earliest possible date. Following the transfer of these records, closed homicide and/or undetermined records will be forwarded to University electronically or retrieved in person, regularly until such time as University indicates they have received a sufficient number of records for this research
  - c) University understands and agrees that County reserves the right to restrict and/or withhold access to any and all such reports and records which, in County's sole discretion, is necessary and otherwise appropriate in order to comply with the Arizona Court of Appeals' most recent decision in *Schoeneweis v Hamner*, 223 Ariz. 169, 221 P.3d 48 (App. 2009) and ARS § 11-597.02.

d) University understands and agrees that County shall not provide University with access to any preliminary investigative reports, autopsy reports, and toxicology reports for any death investigation that has not been formally closed by the Medical Examiner, but that remains open and pending for any reason in the sole discretion of the Medical Examiner. In addition, photos, images, x-rays and/or video depicting human remains shall not be provided, unless permitted under A.R.S. § 11-597.02.

ii. For the sole purpose of executing this Agreement, it is understood that at least 95% of these reports are available within 180 days of death and are then ready to be shared with University. University understands and agrees that the noted 95% within 180 days is subject to caseload and availability of pathologists to complete these cases within the timeframe stated and is subject to change in the sole discretion of County.

**B. University agrees to provide or continue to provide County with:**

- i. A description of the security measures that are in place to maintain the confidentiality of the Data records being received. These measures at a minimum should follow the recommendations for the "Security Considerations for Applicants" prepared by the Human Subjects Review Board of the Arizona Department of Health Services.
- ii. Analytical support for matters related to data collected as part of this research project. This support will be agreed to on an ad hoc basis between the Parties.
- iii. Medical Examiner case numbers which University indicates involve intimate partner homicide.
- iv. A template letter and/or telephone call script with language agreed to by both Parties that will be used to contact next of kin asking for their assistance in providing information for this research.
- v. As needed, supplies for making telephone calls or mailing letters, including paper and postage.

**C. Confidential Information:**

- i. The Parties agree to provide information following a mutually agreeable format. All confidential information in the Data records furnished shall be marked confidential if disclosed in written or other tangible form, or if disclosed orally or visually, identified as confidential at the time of disclosure and reduced to writing and marked confidential and transmitted to the receiving party within thirty (30) days of the initial disclosure.
- ii. Without County prior written approval, University will not use, or disclose to any third party, confidential information contained in the Data records in any manner whatsoever except for the "Purpose" stated in Section 1 and will

require that its employees and agents, and third parties, who have access to such confidential information maintain the same in strict confidence after the termination of this Agreement; provided that University's obligations hereunder shall not apply to information that was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or

- a) At the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving party; or
- b) Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
- c) Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or
- d) Is required to be disclosed by the receiving party pursuant to a valid court order, provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that information necessary to comply with said order.

**D. Data Rights and Protection:**

- i. University agrees to carefully restrict use and access of information to those persons designated by University and agrees that County retains ownership of its Data. Data provided under this Agreement for review by University are for the use of the research project only and no copies may be made of such records to provide to other individuals or entities, or for any other purposes. University may not release, store, save, disseminate or otherwise use Data in any manner or form that is not authorized in this Agreement. Notwithstanding the forgoing, University shall be permitted to freely publish, without prior County written approval, Data in aggregate form with no identifiers.
- ii. University agrees that it is responsible for safely maintaining the integrity and confidentiality of County's data received or under its control as a result of the Agreement. University will immediately notify County upon discovery of a breach of the Data, and will work cooperatively with County to terminate, minimize, and resolve the breach.
- iii. University shall prohibit identifying information about a person that was supplied under the terms of this Agreement from being released to anyone not working on the research project.
- iv. University shall require all officers, agents and employees to keep all such shared confidential information strictly confidential as set forth in Section 15C. To communicate the requirements for this section to all officers, agents and employees, to discipline all persons who may violate the requirements of this section and to notify the originating party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

**16. AUTHORITY:**

- A. This Agreement does not imply authority to perform any tasks, or acceptance responsibility, not expressly stated in this Agreement.
- B. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in the Agreement.

**17. SECTION HEADINGS:**

Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**18. NOTICES, CORRESPONDENCE, AND REPORTS:**

Notices, correspondence, and reports shall be sent to:

**PIMA COUNTY**

Pima County Office of the Medical Examiner  
2825 East District Street  
Tucson AZ 85714  
Phone: 520-724-8600  
Email: Charlotte.Rupel@pima.gov  
Email: Amber.Bates@pima.gov  
Email: Christopher.Smith@pima.gov

**UNIVERSITY**

Office for Research & Sponsored Projects  
Arizona State University  
PO Box 876011  
Tempe AZ 85287-6011  
Email: [asu.awards@asu.edu](mailto:asu.awards@asu.edu)  
Phone: 480-965-1427

Copy: Jill Messing  
School of Social Work  
Arizona State University  
411 N Central Ave, Suite 800  
Phoenix AZ 85004  
Phone: 602-496-1193  
Email: [Jill.Messing@asu.edu](mailto:Jill.Messing@asu.edu)

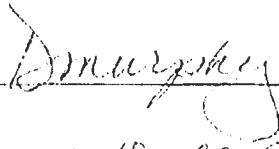
**SIGNATURE APPROVALS:**

**PIMA COUNTY  
BOARD OF SUPERVISORS**

**ARIZONA BOARD OF REGENTS on behalf of  
ARIZONA STATE UNIVERSITY**

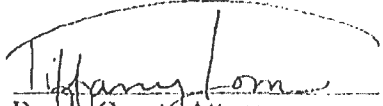
\_\_\_\_\_  
Richard Elias, Chairman

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

  
\_\_\_\_\_  
Date: 6-18-2019

ATTORNEY CERTIFICATION

The foregoing Agreement between Pima County and the Arizona Board of Regents has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
Attorney, Arizona State University  
Arizona Board of Regents

Date: 6/10/19

Date: 6.17.2019