



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/20/2021

or Procurement Director Award ☐

** = Mandatory, information must be provided*

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

Arizona Board of Regents for & on behalf of ASU's Center for Violence Prevention

***Project Title/Description:**

IGA between Pima County Medical Examiner's Office and ASU's Center for Violence Prevention and Community Safety

***Purpose:**

Share with ASU information on deaths reported to the Pima County Office of the Medical Examiner occurring in AZ.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The information will be used for the purpose of contributing to the AZ-VDRS by providing accurate and objective information regarding violence-related and overdose morbidity and mortality.

***Public Benefit:**

Accurate and informative data regarding violence-related and overdose morbidity and mortality

***Metrics Available to Measure Performance:**

Revenue collected for the data shared with ASU

***Retroactive:**

No

TO: COB 3-31-2021 Q
VERB: 1
pgs. 7

Contract / Award Information

Document Type: CTN Department Code: FSC Contract Number (i.e., 15-123): 21-096
Commencement Date: 04/20/2021 Termination Date: 04/20/2026 Prior Contract Number (Synergen/CMS): 18-135 *h*
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ 20,000

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ 0.00 % _____
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 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement 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): _____
Commencement 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
Department: Medical Examiners Office Telephone: 5207248609
Department Director Signature/Date: *[Signature]* 2/23/21
Deputy County Administrator Signature/Date: *[Signature]* 24, 4, 2021
County Administrator Signature/Date: *[Signature]* 3/24/21
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CTN-FSC-21-0916</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PIMA COUNTY AND ARIZONA STATE UNIVERSITY FOR
VIOLENCE PREVENTION AND COMMUNITY SAFETY**

This Intergovernmental Agreement (IGA) 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 the Arizona Board of Regents for and on behalf of Arizona State University's Center for Violence Prevention and Community Safety ("ASU").

Recitals

WHEREAS, County and ASU 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.; and

WHEREAS, County and ASU are proposing to the Centers for Disease Control the continuation of the Arizona Violent Death Reporting System (AZ-VDRS) and State Unintentional Drug Overdose Reporting System (AZ-SUDORS); and

WHEREAS, many states across the country have established such systems that compile statewide, comprehensive data on violent deaths and overdose deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate local agencies; and

WHEREAS, objectives of these statewide surveillance systems include providing comprehensive snapshots of violent incidents to further understand such events and informing communities, policy makers, planners, and decision makers on violent and overdose deaths so that preventive programs can be enacted; and

WHEREAS, continuation of the AZ-VDRS and AZ-SUDORS will enable increased scientific understanding of violent injury and overdose deaths through research, translation of research findings into prevention strategies, and the dissemination of knowledge of violent injury and overdose deaths and prevention to professionals and the public. Data collection for the project will be sponsored by the Centers for Disease Control; and

WHEREAS, Arizona Department of Health Services (ADHS) has declared ASU as its bona fide agent for the purpose of Arizona's application to the National Violent Death Reporting System and State Unintentional Drug Overdose Reporting System;

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

Agreement

- 1) **Purpose.** This Agreement establishes the basis for the County to share with ASU information on deaths reported to the Pima County Office of the Medical Examiner (PCOME) occurring in Arizona. The information will be used for the purpose of contributing to the AZ-VDRS and AZ-SUDORS by providing accurate and objective information regarding violence and drug related morbidity and mortality. The sharing of PCOME 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) **Scope:**
County agrees to provide ASU with:
 - a) Demographic, Investigative, Postmortem Examination and Toxicology reports in possession of the PCOME concerning violent deaths and overdose deaths reported to and investigated by the PCOME as identified and requested by ASU. These reports may include, for illustrative purposes only, records such as: an incident narrative; person type (victim/suspect); name; address; age; sex; race; ethnicity; place, date and time of injury/death; cause of death; manner of death; additional person descriptors; alcohol and drug test results; wounds; associated circumstances; victim-suspect relationship; history of victim abuse; whether suspect was victim caretaker; firearm descriptors; poison details; weapon used by/on person; and any other available person descriptors for individuals residing within or events occurring within Arizona.
 - b) The above noted data from January 1, 2010 and onwards will be made available to ASU.
 - c) County will either provide data on a monthly basis or allow on-site inspection and collection of data by ASU.
 - d) It is understood that at the present time the County conducts examinations and investigations for multiple counties other than Pima, and data from these counties will be made available to ASU.
 - e) County will not provide any medical records, or any other document not authored by the PCOME.
 - f) Approximately 90% of death reports (and associated data) are available within 60 days of death and may then be assessed by ASU.

ASU agrees to provide the County with:

- a) A description of the security measures that are in place to maintain the confidentiality of the data 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 ADHS.
- b) Analytical support for matters related to data collected as part of the Arizona Violent Death Reporting System. The scope, nature, and frequency of the support will be mutually agreed upon by both parties in writing after funding has been secured.

Payment:

- a) County will submit an invoice to ASU for the amount of \$5.00 for each violent death report and overdose death report prepared and provided to ASU by the 15th working day following the month in which the report is prepared. ASU will pay each invoice within 30 days of receipt.

Confidential Information:

- a) The parties agree that any confidential information will be provided in a mutually agreeable format and that the information will 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.
- b) ASU will not use, or disclose to any third party, information of County in any manner whatsoever except for the Purpose, and will require that its employees and agents who have access to such information maintain the same in strict confidence subject to the same for three (3) years after the termination of this Agreement; provided that ASU'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
 - i. 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
 - ii. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or

- iii. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or
- iv. Is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation ("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.

ASU agrees to:

- a) Carefully restrict use and access of information to those designated by ASU. Information provided by the County is for the use of the AVDRS and SUDORS only and no copies may be made of such records to provide to other individuals or entities for other purposes.
 - b) Prohibit identifying information about a person that was supplied under the terms of this Agreement from being released to anyone not working on AVDRS and SUDORS data collection, or the development of the AVDRS and SUDORS.
 - c) Require all officers, agents and employees to keep all such information strictly confidential. To communicate the requirements of 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.
- 3) **Term:** This IGA is effective on the date it is executed by Pima County and, except as otherwise provided in this Agreement, shall terminate five years from execution.
- 4) **Mutual Indemnification:** Each Party to this Agreement (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 fees) (hereunder 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 indemnities, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or authorized volunteers.
- 5) **Insurance:** The County and ASU are self-insured for liability per A.R.S. § 41-621.
- 6) **Compliance with Laws:** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the

parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court. As required by A.R.S. § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

- 7) **Non-Discrimination:** The parties agree 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](http://www.azgovernor.gov/dms/upload/EO%2009%2009.pdf) which is hereby incorporated into this IGA as if set forth in full herein. During the performance of this IGA, the parties shall not 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 national origin. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 8) **ADA:** 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) **Worker's Compensation:** Each party shall comply with the notice 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.
- 10) **No Joint Venture:** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any ASU employees, or between ASU 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.

- 11) **No Third Party Beneficiaries:** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 12) **Notice:** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:
Chief Medical Examiner Dr. Greg Hess
2825 E District St.

With Copies to:
County Administration
130 West Congress Street, 10th Floor
Tucson, AZ 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, AZ 85701

ASU:
Office for Research & Sponsored
Project Admin.
Arizona State University
Dept. Center for Violence Prevention
P.O. Box 876011
Tempe, Arizona 85287-6011
Email: asu.awards@asu.edu
CC: Charles M Katz
Email: Charles.katz@asu.edu
Phone: 480-965-1427
Fax: 480-965-2455
Copy: Aaron D. Krasnow, Ph.D.
ASU HIPAA Privacy Officer
Assistant Vice President/Director ASU
Counseling
E-mail: Aaron.Krasnow@asu.edu
Phone: 480-727-6884"

- 13) **Conflict of Interest:** This IGA 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.
- 14) **Non-Appropriation:** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- 15) **Severability:** If any provision of this IGA, 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 IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

16) **Entire Agreement:** 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 IGA 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

THE ARIZONA BOARD OF
REGENTS FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

Debra Murphy
Debra Murphy, Director

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:

Cindy Nguyen
Deputy County Attorney

ARIZONA STATE UNIVERSITY:

Benjamin W. Jones
Associate General Counsel