

**Data Sharing Agreement  
Between  
the Pinal County Medical Examiner  
and the Arizona Board of Regents for and on behalf of  
Arizona State University**

**1. TERM OF THE AGREEMENT:**

The term of this Agreement shall become effective upon signature and shall remain in effect unless terminated, canceled or extended as otherwise provided herein.

**2. 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 in order to accommodate unforeseen circumstances 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 the scope of work without prior approval of all parties to this Agreement.
- B. Neither confidential 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. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE:**

- A. All parties agree to adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules as defined in 45 CFR Parts 160, and 164 and under the HIS Circular No. 2003-02 for policy and procedures.
- B. Parties warrant that they will cooperate with the State in the course of performance of the Agreement so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Parties will participate in any training that shall be required or shall sign any documents that are reasonably necessary to keep both parties in compliance with HIPAA, including but not limited to business associate agreements, pledge of confidentiality, HIPAA training certification or other HIPAA related compliance documents.

## **6. APPLICABLE LAW:**

Arizona Law. Applicable law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

## **7. CONFLICT OF INTEREST:**

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within four (4) 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 Arizona State University receives written notice of the cancellation unless the notice specifies a later time.

## **8. ARBITRATION:**

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration as follows:

- A. Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause.

## **9. 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 understanding between the Parties concerning the sharing and use of confidential 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.

## **10. INSURANCE**

The Pinal County Medical Examiner and Arizona State University are self-insured for liability per A.R.S. 41-621.

## **11. BACKGROUND**

The Pinal County Medical Examiner's Office (ME), by collaborating with Arizona State University's Center for Violence Prevention and Community Safety (the Center), is proposing to the Centers for Disease Control the establishment of the Arizona Violent Death Reporting System (AVDRS). To date, 17 states across the country have established such systems that compile statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate local agencies. 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 deaths so that preventive programs can be enacted. Establishment of the AVDRS will enable increased scientific understanding of violent injury through research, translation of research findings into prevention strategies, and the

dissemination of knowledge of violent injury and prevention to professionals and the public. Data collection for the project will be sponsored by the Centers for Disease Control.

## 12. PURPOSE

This Memorandum of Agreement establishes the basis for the ME to share with the Center vital records information on deaths occurring in Arizona. The records will be used for the purpose of contributing to the AVDRS by providing accurate, comprehensive, and objective information regarding violence-related morbidity and mortality.

The sharing of vital 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.

## 13. SCOPE OF WORK

I. ME agrees to provide or continue to provide the Center with the following:

- a. Confidential medical examiner records related to incident narrative, person type (victim/suspect), name address, age, sex, race, ethnicity, when and where (injury/death), cause of death ICD code(s), manner of death, additional person descriptors, alcohol and drug tests, wounds, associated circumstances, victim suspect relationship, history of victim abuse, 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.
  - i. The above noted data will be made available to the Center from January 1, 2008 and forward.
  - ii. The above noted data will be made available to the Center on a monthly basis.
- b. Within this agreement it is understood that at least 99% of death reports (and associated data) are available within 90 days of death and are then ready to be shared with ASU.
- c. The name or names of the ME employees that will provide the information designated under Section I. Immediate notification will occur when there are any changes in this list of employees.

II. The Center agrees to provide or continue to provide the ME 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.

III. Confidential Information:

- a. The parties agree to provide information following a mutually agreeable format and that the information 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.
- b. The Center will not use, or disclose to any third party, INFORMATION of ME 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 the Center's obligations hereunder

**14. NOTICES, CORRESPONDANCE, AND REPORTS**

Notices, correspondence, and reports from the Center to ME shall be sent to:

Office for Research &  
Sponsored Projects Admin.  
Arizona State University  
P.O. Box 873503  
Tempe, Arizona 85287-3503  
Phone: 480-353-1092

Attn: Tammy Whetter  
E-mail: Tammy.Whetter@asu.edu  
cc: Charles M. Katz  
Dept. Center for Violence Prevention  
Fax: 480-965-2455

**15. SIGNATURE APPROVALS:**

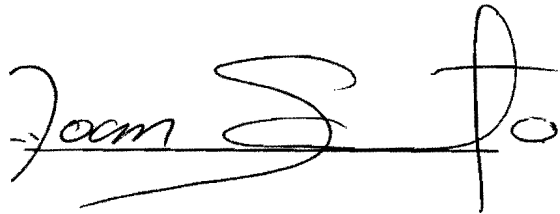
FOR THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF  
ARIZONA STATE UNIVERSITY



Date: 1-15-10

Dudley Q. Sharp  
Assistant Director, Research Admin.  
Arizona State University

FOR THE PINAL COUNTY MEDICAL EXAMINER'S OFFICE



Date: 11.9.09