

**Data Sharing Agreement
Between
Cochise County Sheriff's Office (through the Board of Supervisors)
and
Arizona Board of Regents for and on behalf of
Arizona State University (ASU)**

1. TERM OF THE AGREEMENT:

The term of this Agreement shall become effective upon last signature below and shall remain in effect for five (5) years 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.

3. CONFIDENTIALITY:

- A. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in section 12 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.
- C. ASU designates the following personnel (Designated Personnel) as individuals who will receive, use or disclose the Limited Data Set on its behalf:
 - All individuals identified in ASU Institutional Review Board (IRB) Protocol No. STUDY00001484, including any individuals named in authorized IRB modifications or amendments that occur during the Length of Agreement specified above.
- D. ASU will implement appropriate safeguards to prevent the use or disclosure of the Limited Data Set not otherwise permitted in this Agreement.
- E. ASU will report to Cochise County Sheriff's Office (as appropriate) any use or disclosure of the Limited Data Set not permitted by this Agreement within five (5) business days of ASU's learning of such use or disclosure.

4. 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 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.

5. 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.

6. 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 ASU receives written notice of the cancellation unless the notice specifies a later time.

7. 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.

8. 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.

9. INSURANCE:

The Cochise County Sheriff's Office and ASU are self-insured for liability per A.R.S. 41-621.

10. BACKGROUND:

The Cochise County Sheriff's Office, by collaborating with ASU's Center for Violence Prevention and Community Safety (CENTER), supports participation in the Centers for Disease Control and Prevention's (CDC) National Violent Death Reporting System (NVDRS) in Arizona (AZ-VDRS). Recently, the NVDRS expanded to its current level of 32 participating states across the country, of which Arizona was among the 14 new states. The NVDRS compiles statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate state, county, local, or tribal 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 AZ-VDRS enables 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 CDC and coordinated by the research team at the CENTER.

11. PURPOSE:

This Agreement establishes the basis for the Cochise County Sheriff's Office to share with the CENTER, police report information on incidents leading to violent deaths occurring in Arizona. This data will be used for the purpose of contributing to the AZ-VDRS by providing accurate, comprehensive, and objective information regarding violent deaths.

The sharing of police report 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.

12. SCOPE OF WORK:

- I. Cochise County Sheriff's Office agrees to provide or continue to provide the CENTER with the following:
 - a. Confidential police report data, but only for incidents involving violent deaths, related to incident narrative, person type (victim/suspect), name address, age, sex, race, ethnicity, when and where (injury/death), additional person descriptors, wounds, associated circumstances, victim suspect relationship, history of victim abuse, suspect was victim caretaker, firearm descriptors, poison details, weapon used by/on person, person purchasing firearm, and any other available person descriptors for individuals

Cochise County Sheriff's Office in any manner whatsoever except as authorized pursuant to this Agreement, and will require that its employees and agents who have access to such information will not use, or disclose Cochise County Sheriff's Office information for three (3) years after the termination of this Agreement; except as authorized under this Agreement; provided that the CENTER's obligations hereunder shall not apply to information that was already known to 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 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 notify the disclosing party in advance of such disclosure and discloses only that INFORMATION necessary to comply with said ORDER.

IV. The parties agree to:

- a. Carefully restrict use and access of information to those designated by the CENTER. Data provided by Cochise County Sheriff's Office are for the use of the AZ-VDRS only and no copies may be made of such records to provide to other individuals or entities for other purposes. If the CENTER receives a public records request for any information provided by the Cochise County Sheriff's Office, the CENTER will immediately notify the Cochise County Sheriff's Office and County Attorney's Office so that they may determine whether disclosure of such information might compromise a pending investigation, or might otherwise be protected from disclosure to third parties, and thus contest disclosure.
- b. Prohibit identifying information about a person that was supplied under the terms of this agreement from being released to anyone not working on AZ-VDRS data collection, or the development of the AZ-VDRS.
- c. Require all officers, agents and employees to keep all such shared information strictly confidential. 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.

13. CONTACTS FOR NOTICES UNDER THIS AGREEMENT:

Notices to be sent to mailing address with courtesy copies identified below.

For ASU

Arizona State University
Office for Research and Sponsored Projects Administration
P.O. Box 876011
Tempe, AZ 85287-6011
E-mail: asu.awards@asu.edu
Phone: 480-965-9077
Fax: 480-965-2455

Copy: Charles Katz

ASU Center for Violence Prevention and Community Safety
Attn: Charles Katz, Director
411 N Central Ave., Suite 680
Phoenix, Arizona 85004
E-mail: Charles.katz@asu.edu
Phone: 602-496-1471

Copy: Aaron D. Krasnow, Ph.D.

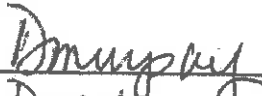
ASU HIPPA Privacy Officer
Assistant Vice President/Director ASU Counseling
E-mail: Aaron.Krasnow@asu.edu
Phone: 480-727-6884

For Cochise County Sheriff's Office


Cochise County Sheriff's Office
126 W 5th St #2
Benson, AZ 85602
Copy: Sheriff Mark Dannels
Phone: 520-432-9505

SIGNATURE APPROVALS:

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

Signature: 
Print Name: Director, J
Date: 4-18-19

**FOR COCHISE COUNTY SHERIFF'S
OFFICE**

Signature: 
Print Name: Mark J. Dannels
Date: 05/10/19

COCHISE COUNTY BOARD OF SUPERVISORS

Signature: _____

Print Name: Peggy Judd, Chair

Date: _____