

**Data Sharing Agreement
Between
El Mirage Police Department
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 El Mirage Police Department (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 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 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 El Mirage Police Department and ASU are self-insured for liability per A.R.S. 41-621.

10. BACKGROUND:

The El Mirage Police Department, 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

El Mirage Police Department to ASU

expanded to its current level of 50 participating states across the country, as well as the District of Columbia and Puerto Rico. 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 El Mirage Police Department 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. El Mirage Police Department 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 residing within or events occurring within Arizona.
 - i. The above noted data will be made available to the CENTER from January 1, 2015 and forward.
 - ii. The above noted data will be made available to the CENTER on a monthly basis.
 - b. Confidential supplemental homicide report data related to person type (victim/suspect), name address, age, sex, race, ethnicity, additional person descriptors, associated circumstances, 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, 2015 and forward.
 - ii. The above noted data will be made available to the CENTER on a monthly basis.
 - c. Within this agreement, it is understood that at least 99% of police reports (and associated data)

are available within 90 days of death and are then ready to be shared with ASU.

- d. The name or names of the El Mirage Police Department employees that will provide the information designated under Section I. Immediate notification will occur when there are any changes in this list of employees.
- e. A El Mirage Police Department employee who may serve on the AZ-VDRS statewide advisory board.

II. The CENTER agrees to provide El Mirage Police Department 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, confidential information of El Mirage Police Department 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 El Mirae Police Department 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 El Mirage Police Department 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.
- 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: 480-965-1427

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 HIPAA Privacy Officer
Assistant Vice President/Director ASU Counseling

E-mail: Aaron.Krasnow@asu.edu

Phone: 480-727-6884

For El Mirage Police Department

El Mirage Police Department to ASU

El Mirage Police Department
12401 W Cinnabar Ave
El Mirage, AZ 85335

Copy: Chief Paul Marzoca
E-mail: pmarzocca@elmirageaz.gov
Phone: 623-500-3000

14. SIGNATURE APPROVALS:

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

EI MIRAGE POLICE DEPARTMENT

Signature: _____

Signature: _____

Print Name:

Print Name:

Date: _

Date: _____