

**Data Sharing Agreement
Between
the Town of Prescott Valley
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 be ten (10) years, effective upon signature, 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 in accordance with this Agreement shall not be used for purposes other than those covered in the scope of work (without prior approval of all parties in this Agreement).
- B. Neither confidential medical information nor personally identifying information that may be exchanged in accordance with this Agreement shall be made available for any political or commercial purpose, nor shall such information be used as a basis for determining eligibility for care or a source of payment for care to any individual.

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 further agree that they will reasonably cooperate with each other 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.

5. APPLICABLE 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 Arizona State University 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 the availability of funds and resources pursuant to applicable laws, regulations, and policies of the respective parties.

9. INSURANCE

The Town of Prescott Valley and Arizona State University are self-insured for liability per A.R.S. §41-621.

10. BACKGROUND

The Town of Prescott Valley (Town), through its Police Department (PVPD), hereby agrees to collaborate with Arizona State University (ASU), through its Center for Violence Prevention and Community Safety (Center), to help establish the Arizona Violent Death Reporting System (AVDRS) under the auspices of the U.S. Centers for Disease Control. The system is intended to compile statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police reports, and reports of other appropriate agencies. Such surveillance systems nationwide can provide comprehensive snapshots of violent incidents to further understand such events and inform communities, policy makers, planners, decision makers, and the public about violent deaths so that preventive programs can be enacted.

11. PURPOSE

This Agreement establishes the basis for the PVPD to share with the Center police report information on incidents leading to violent deaths occurring with PVPD's jurisdiction. This data will contribute accurate, comprehensive, and objective information regarding violent deaths to the ADVRS.

This sharing of police report data will be in accordance with the terms and conditions stated in this Agreement, which are predicated on the mutual assurance that all unique identifiers in these data will subsequently be protected and kept strictly confidential.

12. SCOPE OF WORK

- I. The Town, through PVPD, agrees to provide or continue to provide to ASU, through the Center, the following:
 - a. Confidential police report data 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, whether suspect was victim's caretaker, firearm descriptors, poison details, whether a weapon was used by/on persons, person purchasing any firearm, and similar person descriptors for individuals residing within or events occurring within Arizona, subject to PVPD's jurisdiction.
 - i. The above-noted data will be made available to the Center as of January 1, 2008.
 - 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, any weapon used by/on persons, and similar person descriptors for individuals residing within or events occurring within Arizona, subject to PVPD's jurisdiction.
 - i. The above-noted data will be made available to the Center as of January 1, 2008.
 - ii. The above-noted data will be made available to the Center on a monthly basis.
 - c. It is understood that most police reports (and associated data) are typically available within 90 days of death and available for reporting to ASU.
 - d. The current list of PVPD employees assigned to provide the information under this Agreement is attached hereto. Notification will be provided when there are any changes in this list of employees.
- II. The Center agrees to provide or continue to provide the PVPD with:
 - a. A description of the security measures that are in place to maintain the confidentiality of the data received. These measures will, at a minimum, follow the recommendations for the "Security Considerations for Applicants" prepared by the Human Subjects Review Board of the Arizona Department of Health Services (ADHS).
 - b. The scope, nature, and frequency of analytical support for matters related to the data collected as part of the AVDRS will be mutually agreed upon by both parties in a later writing after funding has been secured.
- III. Confidential Information:

- a. The Town, through PVPD, shall provide the report information in a format that is mutually agreeable, marked confidential (whether provided in paper or electronic format).
- b. Upon receipt, ASU (through the Center) will limit its use of the information provided in strict conformance with the PURPOSE set forth herein, and will require that its employees and agents who have access to such information maintain the same in strict confidence subject. This obligation will continue for three (3) years after the termination of this Agreement; provided, however, 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.

IV. Miscellaneous:

- a. PVPD shall submit the information addressed to those persons designated by the Center. The preliminary list of said persons is also attached, and will be updated from time to time by the Center. Information provided is only for the use of the AVDRS and no copies will be made of such records to provide to other individuals or entities for other purposes.
- b. In particular, the Center shall not release identifying information about persons supplied under the terms of this Agreement to anyone not working on AVDRS data collection, or the development of the AVDRS.
- c. It is understood that all officers, agents and employees involved with AVDRS shall keep the information provided strictly confidential. To this end, the Center shall communicate these requirements to all officers, agents and employees, to discipline all persons who may violate these requirements, and to notify the PVPD in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

13. NOTICES, CORRESPONDANCE, AND REPORTS

Notices, correspondence, and reports under this Agreement shall be sent to:

ASU:	Office for Research & Sponsored Projects Admin. Arizona State University P.O. Box 873503 Tempe, Arizona 85287-3503 Phone: 480-965-0273	Attn: Dudley Sharp E-mail: dudley.sharp@asu.edu cc: Charles.Katz@asu.edu Dept. Center for Violence Prevention Fax: 480-965-0649
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TOWN	Prescott Valley Police Dept.
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Attn: Chief of Police
7601 E. Civic Circle
Prescott Valley, Arizona 86314
Phone: (928) 772-9261
Fax: (928) 772-2700
E-mail: jmaxson@pvaz.net

14. SIGNATURE APPROVALS:

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

Date: _____
Dudley Sharp
Office for Research & Sponsored Projects Admin.

FOR THE TOWN OF PRESCOTT VALLEY

Date: _____