

Carla Young

From: Oboyle, John <JOBoyle@isdh.IN.gov>
Sent: Wednesday, March 18, 2020 2:35 PM
To: Donna Avolt
Cc: Carla Young
Subject: Request to Renew the DSA for the INVDRS
Attachments: Tippecanoe.doc

Donna and Carla,

This is just a reminder of the below request to renew the Data Sharing Agreement (DSA) for participation in the Indiana Violent Death Reporting System (INVDRS). The Term Dates on the DSA end on 12/31/20 to coincide with the end of your term as coroner. If you decide to continue to participate in the INVDRS please sign/date the DSA and send a copy back to me. You can fax it to 317-232-1265 or email it to me. Let me know if there are any questions.

Thank you.
John

From: Oboyle, John
Sent: Wednesday, February 19, 2020 12:09 PM
To: Davolt@tippecanoe.in.gov
Cc: Carla Young <CJYoung@tippecanoe.in.gov>
Subject: Request to Renew the DSA for the INVDRS

Donna,

The current Data Sharing Agreement (DSA) for participation in the Indiana Violent Death Reporting System (INVDRS) has expired. I hope your office will continue to participate in it. If so, please sign/date the attached DSA and send a copy back to me. You can fax it to 317-232-1265 or email it to me. Let me know if there are any questions.

Thank you.

JOHN O'BOYLE
Records Coordinator

Trauma and Injury Prevention
Indiana State Department of Health
317.402.6052 mobile
317.232.1265 fax
JOboyle@isdh.IN.gov
www.StateHealth.in.gov

423 9196
Tom -
Pls sign + fax back
to me at 423-9370
- Thanks -
Donna
3/19/2020

**Data Sharing Agreement
Between the
Indiana State Department of Health and
Tippecanoe County Coroner's Office**

This Data Sharing Agreement ("Agreement") is entered into by and between the **Indiana State Department of Health** ("ISDH") and the **Tippecanoe County Coroner's Office** ("Coroner's Office"). In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

I. PURPOSE

Pursuant to the CDC Grant to collect data for the National Violent Death Reporting System (NVDRS), ISDH will establish the Indiana Violent Death Reporting System (INVDRS) to collect, maintain, and disseminate complete and comprehensive surveillance data on violent deaths that occur in Indiana.

The ISDH Fatality Review and Prevention Division (FRP), pursuant to IC 16-49-4, is responsible for, among other things, (1) identifying trends and similarities concerning injuries and fatalities in children in Indiana and (2) creating strategies and making recommendations for the prevention of injuries and death of children.

ISDH and Coroner's Office enter into this Agreement in order to share data to be received and maintained at the ISDH, to ensure the integrity, security, and confidentiality of the data, and to permit appropriate disclosure and use of such data as permitted by law.

This Agreement addresses the conditions under which ISDH will use and disclose, and the Coroner's Office will submit, the following data: information collected on violent deaths as reported using the *Indiana Violent Death Reporting System – Coroner Reporting Form* (Form).

II. TERM

This Agreement is effective **3/20/20** through **12/31/20**.

III. CONDITIONS

- A. The Form will be used as part of the INVDRS to establish it as a surveillance system to collect high quality and comprehensive information on violent death. The ISDH will use data from the INVDRS to translate research findings into prevention strategies by disseminating useful, actionable data to guide, support, and improve local, state, and national violence prevention policies, programs, and practices.
- B. ISDH will submit data to the CDC NVDRS database in aggregate form only, with no identifying information from INVDRS.
- C. The FRP Division will use the data provided on the Form to abstract case information, review it for trends and similarities in injuries and fatalities in children and to use the analysis to inform prevention.

D. Notwithstanding the foregoing agreed upon uses of the Form, ISDH may not disclose or further distribute such data unless required by law.

IV. DATA FLOW

A. Coroner's Office will transmit the Form securely and in a confidential manner to the ISDH, **electronically through Certified Mail via Secure E-mail, Syncplicity or by RightFax**. The Form data, once uploaded into the INVDRS system, will be securely stored on State of Indiana servers and accessible only to specific employees within the Division of Trauma and Injury Prevention and the FRP at ISDH.

B. The ISDH will use the Form data:

- a. As part of a comprehensive system for INVDRS and will report aggregate data to the NVDRS.
- b. To disseminate violence prevention information from INVDRS to violence prevention partners and the public.
- c. To disseminate child injury and death prevention information to prevention partners and the public.

V. CONFIDENTIALITY

The parties mutually agree that ISDH retains all ownership rights to the Form referred to in this Agreement, and that Coroner's Office does not obtain any right, title, or interest in any of the Forms furnished to ISDH.

To the extent that Coroner's Office records are confidential, the parties agree that ISDH will maintain the confidentiality of information received pursuant to Indiana Code § 5-14-3-6.5.

Coroner's Office authorizes ISDH to disclose, release, or otherwise grant access to the data covered by this Agreement to NVDRS, violence prevention partners, and the public, in aggregate form.

Coroner's Office authorizes ISDH to disclose, release, or otherwise grant access to the data covered by this Agreement to the FRP Division at ISDH, child injury and death prevention partners, and the public, in aggregate form.

ISDH represents further that, except as specified in this Agreement or except as Coroner's Office shall authorize by written amendment, ISDH shall not disclose, release, or otherwise grant access to the data covered by this Agreement to any third party for any purpose unless required by law. ISDH agrees that access to the data covered by this Agreement shall be limited to those individuals necessary to achieve the purpose stated in this Agreement.

VI. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

VII. TERMINATION

ISDH or Coroner's Office may terminate this Agreement at any time for any reason, including failure to comply with any condition of this Agreement, upon thirty (30) days advanced written notice.

VIII. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to ISDH shall be sent to:
Director, Trauma & Injury Prevention Program
Indiana State Department of Health
2 North Meridian St.
Indianapolis, IN 46204

Notices to Coroner's Office shall be sent to:
Donna Avolt, Coroner
629 North 6th Street
Lafayette, IN 47901

The parties, having read and understanding the foregoing terms of the Agreement, do by their respective signatures dated below, hereby agree to the terms thereof.

Tippecanoe County Coroner's Office:

Indiana State Department of Health:

DONNA AVOLT
CORONER

SHANE HATCHETT
CHIEF OF STAFF

DATE: _____

DATE: _____

Indiana State Department of Health:

THOMAS MURTAUGH
TIPPECANOE COUNTY COMMISSIONER

MOHAN AMBATY
CHIEF INFORMATION OFFICER

DATE: _____

DATE: _____