Sample: Interagency Data Sharing Agreement

Interagency Data Sharing Agreement

This cooperative agreement is made on this _____ day of ______ among the following agencies:

Office of the Medical Examiner/Coroner
County Child Protective Services
Office of the Prosecuting Attorney
Sheriff's Department
Police Department
County Health Department
[Others as Needed]

WHEREAS, the parties are vested with the authority to promote and protect the public health and safety and to provide services which will improve the well-being of children and their families.

WHEREAS, the parties agree that they are mutually served by the establishment of a multiagency, multiprofessional overdose fatality review team, and the outcomes of the reviews will be the identification of preventable overdose deaths and recommendations for interventions and prevention strategies.

WHEREAS, the objectives of an overdose fatality review team are agreed to be:

Accurate identification and uniform reporting of the cause, manner, and relevant circumstances of every overdose death with special emphasis on those features that relate to potential preventability.

Improved communication and coordination of agency responses to overdose deaths in the investigation and delivery of services.
Design and implementation of cooperative, standardized guidelines for the investigation of certain categories of overdose death.

Identification of needed changes in legislation, policy and practices, and expanded efforts to prevent overdose deaths.

WHEREAS, the parties agree that all members signing this agreement are essential to an effective review.

WHEREAS, the parties agree that the review process requires case-specific sharing of records, and that confidentiality is inherent in many of the involved reports so that there will be clear measures taken to protect confidentiality, and no case review will occur without all present abiding by the confidentiality agreement.

NOW THEREFORE, it is agreed that all team members and others present at a review will sign a confidentiality agreement which prohibits any unauthorized dissemination of information beyond the purpose of the review process. The review team will not create any files with case-specific identifying data. Case identification will be utilized only to enlist interagency cooperation in the investigation, delivery of services, and development of prevention initiatives. It is further understood that there may be an individual case which requires that a particular agency be asked to take the lead in addressing a systemic or quality of care issue based on the agency’s clear connection with the issue at hand. It is further understood that a participating agency may use information obtained at the review in accordance with the mandated responsibilities of that agency. It is also understood that team review data may be entered into [OFR database], where it will be maintained for the purpose of establishing a state central registry for overdose death data. This data will not include case-specific names. The registry will include standardized data from overdose fatality review teams throughout [state].