

Death in Custody Reporting Act Iowa Implementation Plan

2023

**Iowa Department of Public Safety
Stephan K. Bayens, Commissioner**

**Office of Drug Control Policy
Dale R. Woolery, Director**

**Kim Reynolds
Governor
Adam Gregg
Lt. Governor**

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Death in Custody Reporting Act

The Death in Custody Reporting Act requires states that receive allocations under specified provisions of the Omnibus Crime Control and Safe Streets Act of 1968 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to report to the U.S. Department of Justice (DOJ) on a quarterly basis certain information regarding the death of any person who is detained, arrested, en route to incarceration, or incarcerated in state or local facilities or a boot camp prison.

The Iowa Department of Public Safety, Office of Drug Control Policy (ODCP), is the Byrne-JAG State Administering Agency (SAA) and as such is responsible for the Death in Custody Reporting Act (DCRA) data collection and reporting within the state of Iowa. The ODCP works with justice system stakeholders through effective formal and informal agreements that provide information regarding death-in-custody cases. These stakeholders include but are not limited to the Iowa Department of Corrections, the Office of the State Medical Examiner and state/local law enforcement. The ODCP also retrieves information through public document searches. The DCRA information is collected on a quarterly basis and the information is physically uploaded to the BJA PMT website.

Data Collection Infrastructure

Iowa Office of State Medical Examiner (ME)

Iowa is a State Medical Examiner System with 99 physician County Medical Examiners. The Iowa Office of the State Medical Examiner collects data on death review/autopsy conducted by both the State Medical Examiner and county medical examiners. The database includes searchable data elements to identify cases that meet the death in custody reporting requirements.

Iowa Code section 127.3(1) requires an autopsy in “Deaths in a prison, jail or correctional institution or under police custody, where there is not a natural disease process that accounts for the death”. (Attachment A) As a result, data from the ME is the principal source of data used in meeting the DCRA reporting requirements.

Iowa Department of Corrections (DOC)

The Iowa Department of Corrections operates hospice units in several of its institutions. Deaths in these units represent the bulk of the deaths in custody reported in Iowa.

The Department of Corrections maintains a death in custody database for all nine state prisons and the residential facilities operated by community corrections. The DOC began sharing the data with ODCP in 2023. DOC provides quarterly updates to ODCP for the purpose of DCRA reporting. Additionally, the DOC issues a press release for every death which occurs in a state facility. The press release is posted to the DOC public website, typically within one business day.

Iowa Department of Public Safety, Division of Criminal Investigation (DCI)

For death in custody cases requiring a criminal investigation, most local law enforcement agencies and the Department of Corrections refer cases to the Division of Criminal Investigation for investigation. The DCI typically works with referring agencies to coordinate a press release for death in custody investigations. DCI does not maintain a death in custody database, however the investigation press releases are public information and are searchable.

Local Law Enforcement

Iowa has nearly 400 local law enforcement agencies, including 99 County Sheriff's Offices, 96 of which operate county jail facilities. Local law enforcement is required by Iowa Code to report deaths in custody to the Iowa Office of the State Medical Examiner for review.

Media

Iowa media regularly report on death in custody cases. This information is in the public domain and is searchable.

Public Websites

Several websites track deaths in custody. This information is available to the public and is searchable by state.

DCRA Data Collection and Reporting Methods

In Iowa, Death Review/Autopsy reports conducted by state and local Medical Examiners are not considered public information. The Office of Drug Control Policy established a data sharing MOU with the Iowa Department of Health and Human Services, Office of the State Medical Examiner which allows the ME to share data with ODCP to meet the Death in Custody Reporting Act. See attachment B.

On a quarterly basis, the ME queries their data base for cases which meet the DCRA reporting requirements. Those cases are then shared with the Office of Drug Control Policy to be reported through the U.S. Department of Justice PMT reporting tool.

The Medical Examiner data is considered the principal source of DCRA reporting due to Iowa Code section 127.3(1) which requires an autopsy in "Deaths in a prison, jail or correctional institution or under police custody, where there is not a natural disease process that accounts for the death."

ODCP conducts a due diligence review of multiple data sources to ensure that, to the extent possible, every death in custody in Iowa is included in our quarterly reporting to the U.S. Department of Justice. Additional data review includes:

Iowa Department of Corrections (DOC)

On a quarterly basis, the Department of Correction shares a list of inmates who have passed away in their custody. The list includes those physically in their custody and those in medical facilities at the time of their death. This list is cross referenced with the ME data to ensure complete reporting.

DOC notifies the public of deaths which occur in their custody through press release. DOC press releases are published on their website which are then reviewed by ODCP staff on a quarterly basis. This data is cross referenced with the ME data to ensure complete reporting.

Iowa Department of Public Safety, Division of Criminal Investigation (DCI)

ODCP staff have subscribed to receive DPS/DCI press releases. We also conduct a google based search for local press releases and media reports of death in custody investigations. Data from these sources are compared with the list of deaths from the ME to ensure complete reporting.

Local Law Enforcement

Due to the fact that local law enforcement is required to report death in custody to the ME, we do not duplicate reporting from local law enforcement. We do however conduct a Google based search for local press releases and media reports of death in custody. Data from the internet search is compared with the list of deaths from the ME to ensure complete reporting.

Media

Iowa media regularly report on death in custody cases. This information is in the public domain and searchable. Each quarter we conduct a google based search for death in custody. Data from the internet search is compared with the list of deaths from the ME to ensure complete reporting.

Public Websites

There are several websites which track deaths in custody. This information is available to the public and is searchable by state. Beginning in September of 2023, ODCP will review the data reported on public websites to ensure complete reporting. The U.S. Department of Justice has recommended the Washington Post's Fatal Use of Force and the Mapping Police Violence websites.

On occasion, the due diligence review of available death in custody data described above identifies cases which were not included in the Medical Examiner report. In those cases, we check with the ME and if necessary, include other public source data to complete the reporting for those cases.

DCRA Reporting Challenges

Timely Reporting

The Office of the State Medical Examiner is committed to reporting DCRA data and does so voluntarily and without compensation. Occasionally, DCRA reporting is interrupted by other core ME responsibilities and the data is not available by the reporting deadline. When this occurs, the ODCP simply updates the reporting in the PMT once the data is received from the ME.

Ethnicity

Ethnicity is one of the data elements required in the Death In Custody Reporting Act. Ethnicity is sometimes unknown to death investigators and not included in the data reviewed by

ODCP to complete DCRA quarterly reporting. Ethnicity is included in our reporting to DOJ when it is available.

DCRA Reporting Opportunities

Single Source of Death in Custody Data

While the Office of Drug Control Policy is able to act as the single source reporting agency for purposes of DCRA reporting to the U.S. Department of Justice, we are unable to act as a single source data source for public/media inquiries due to the fact that our data sharing agreement with the ME does not allow us to share their data with anyone other than the DOJ.

The database ODCP compiles for purposes of DCRA reporting includes both non-public data and public source data. We may be able to execute a data sharing agreement which would allow ODCP to share the DCRA database with the ME and allow that agency to act as a single source of Death in Custody data for the public. We plan to explore this further in state fiscal year 2024/25.

Iowa Victim Information and Notification Everyday (IowaVine)

IowaVINE is a crime victim information and notification system that tracks individuals who have been arrested by law enforcement or convicted by the justice system. The service uses computer and telephone technology to automatically notify crime victims and interested parties about changes in an offender's custody status. IowaVINE provides information about an offender's apprehension, transfer, release, escape, or death.

IowaVINE is active in 98 of Iowa's 99 Counties as well as state institutions.

IowaVINE may be a source of supplemental death in custody data, particularly for deaths which occur in local jails.

ODCP has made initial contact with the administrator of IowaVINE regarding accessing death in custody data for local jails. Because this is not a core function of the reporting system, we will need to work with the vendor to determine viability and to establish data sharing agreements.

We plan to explore this further in state fiscal year 2024/25.

Iowa Violent Death Reporting System

Iowa receives funding from the Centers for Disease Control & Prevention to collect data on violent deaths for the National Violent Death Reporting System. Using a variety of source records, the Iowa Violent Death Reporting System (IAVDRS) gathers information on cause of death and contributing circumstances and enters it into a national database. Community partners and researchers can use the data to contribute to a better understanding of violent deaths and develop strategies to prevent them.

Statewide data collection began in calendar year 2016. The Iowa Department of Health and Human Services (IHHS) gathers reports from death certificates, medical examiner and law enforcement reports to identify circumstances that contribute to these types of violent deaths:

- Homicides
- Suicides
- Deaths resulting from law enforcement intervention
- Unintentional firearm injury deaths
- Deaths of undetermined intent
- Deaths resulting from terrorism

At this point in time, it is unclear if this project can assist with DCRA reporting, or if our efforts can assist IHHS in meeting their reporting requirements. In SFY 2024, ODCP staff will reach out to IHHS to explore ways in which we can support our mutual interests.

Attachment A - Iowa Code

641—127.3 (331,691) Autopsies.

127.3(1) *Autopsy required.* A county medical examiner shall perform an autopsy or order that an autopsy be performed in the following cases:

- a. All cases of homicide or suspected homicide, irrespective of the period of survival following injury.
- b. All cases in which the manner of death is undetermined.
- c. All cases involving unidentified bodies.
- d. All deaths of children under the age of two when there is not a clear cause of death, including suspected cases of sudden infant death syndrome. A summary of the findings of the autopsy shall be transmitted by the physician who performed the autopsy to the county medical examiner within two days of completion of the report. Autopsies performed on children under the age of two when the circumstances surrounding the death indicate that sudden infant death syndrome may be the cause of death or the cause of death is not clearly explained by known medical history shall conform to Form ME-4.
- e. All work- and farm-related deaths unless there is an obvious natural cause of death.
- f. All drowning deaths.
- g. All deaths of commercial vehicle drivers that occur during the performance of their job duties.
- h. Deaths due to poisoning.
- i. Deaths of airplane pilots who die as a result of an airplane crash. The National Transportation Safety Board and the Federal Aviation Administration should be contacted prior to the autopsy to request specimen kit(s).
- j. Deaths due to a natural disaster, including tornadoes and floods.
- k. Deaths in a prison, jail or correctional institution or under police custody, where there is not a natural disease process that accounts for the death.

127.3(2) *Autopsy recommended.* It is recommended that a county medical examiner should perform an autopsy or order that an autopsy be performed in the following cases:

- a. Deaths of adolescents less than 18 years of age when there is not a natural cause of death.
- b. All cases which involve a motor vehicle crash, unless it is a single motor vehicle accident with no potential for litigation and there is an obvious cause of death or the injuries have been clearly documented by hospitalization.
- c. Rescinded IAB 3/29/06, effective 5/3/06.
- d. Deaths from suicide.
- e. All pedestrian, bicycle, motorcycle, snowmobile, boating, watercraft, three- or four-wheeler or all-terrain vehicle fatalities.
- f. Deaths due to failure of a consumer product.
- g. Deaths due to a possible public health hazard.
- h. Deaths due to drug or alcohol abuse or overdose.
- i. Electrical- and lightning-related deaths.
- j. Deaths from burns or smoke or soot inhalation.
- k. All deaths related to exposure, such as hypothermia and hyperthermia.
- l. All sport-related deaths, including but not limited to deaths from auto racing and deaths resulting from injuries sustained in football, basketball, baseball, softball, soccer, or other games or sports.

127.3(3) *Other deaths.* For those deaths not listed in subrule 127.3(1) or 127.3(2), a county medical examiner shall determine whether the public interest requires an autopsy and may perform an autopsy or order that an autopsy be performed. A county medical examiner may consult with the state medical examiner to assist in determining the need for an autopsy.

127.3(4) *Performance of autopsy.*

- a. *Who may authorize.* Autopsies may be authorized by the state medical examiner, the county medical examiner for the county in which the death occurred or the county where any injury contributing

to or causing the death was sustained, or the county attorney who would have jurisdiction in any criminal proceeding related to the death.

b. Who may perform. An autopsy shall be performed by a pathologist trained or with experience in forensic pathology, licensed to practice medicine and surgery or osteopathic medicine and surgery in the state of Iowa and board-certified by the American Board of Pathology, or under the direct supervision of a physician with these qualifications. If an autopsy is performed by a physician who does not satisfy these criteria and who is not performing under the direct supervision of a physician who satisfies these criteria, the physician shall submit a supplemental report with the Permit by Medical Examiner for Autopsy, Form ME-3, which details the specific training, education, and experience which qualify the physician to perform an autopsy. The following cases/types of deaths shall be transported to the office of the state medical examiner for autopsy unless otherwise approved by the state medical examiner:

(1) Deaths of adolescents through 18 years of age when there is not a known or preexisting natural cause of death.

(2) All cases of homicide or suspected homicide, irrespective of the period of survival following injury.

(3) Deaths of children under the age of 2 years if death results from an unknown cause or if the circumstances surrounding the death indicate that Sudden Infant Death Syndrome may be the cause of death.

(4) All suspicious suicides.

(5) All high-profile deaths including, but not limited to, deaths of elected officials in municipal, state or federal government.

(6) All deaths of inmates occurring in any institutions under the department of corrections as outlined in Iowa Code section 904.102, excluding those deaths that result from a pre-existing medical condition.

c. Permit required—Form ME-3. A medical examiner shall complete the Permit by Medical Examiner for Autopsy, Form ME-3. All reasonable efforts shall be made to complete the Form ME-3 prior to the performance of an autopsy and to submit the form with the body of the decedent or to submit the form via facsimile to the state medical examiner.

127.3(5) Autopsy report. A complete record of the findings of the autopsy shall be submitted to the state medical examiner's office, the county attorney of the county where the death occurred and the county attorney of the county where the injury contributing to or causing the death was sustained within 90 days following the date of death, unless unusual circumstances requiring further investigation or testing exist. The report filed shall include all diagrams, transcriptions of the autopsy observations and opinions, and toxicology reports.

127.3(6) Out-of-state autopsy. The body of a decedent may be sent out of state for an autopsy or postmortem examination only if the county medical examiner certifies in writing that the out-of-state autopsy or examination is necessary for any of the following reasons:

a. A forensic pathologist practicing in the state of Iowa is unavailable;

b. Requiring an in-state autopsy would cause financial hardship; or

c. Requiring an in-state autopsy would delay the funeral or burial more than three days.

127.3(7) Retention and disposal of tissues, organs, and bodily fluids. The office of the state medical examiner shall retain tissues, organs, and bodily fluids as necessary to determine the cause and manner of death or as deemed advisable by the state medical examiner for medical or public health investigation, teaching, or research. Tissues, organs, and bodily fluids shall be retained at a minimum for the time periods established by the National Association of Medical Examiners and may be retained for a longer time period at the discretion of the state medical examiner. Tissues, organs, and bodily fluids retained under this subrule shall be disposed of without the specific consent or notification of the legal next of kin and in accordance with applicable federal and state regulations including but not limited to OSHA-recommended biohazard and blood-borne pathogen standards. The anatomical material shall be removed from the laboratory premises through use of a contracted, licensed, and bonded medical waste removal service to a medical waste processing center for final disposition.

Attachment B – Data Sharing Agreement

DATA SHARING AGREEMENT

BETWEEN

IOWA DEPARTMENT OF PUBLIC HEALTH, Office of the State Medical Examiner

AND

Governor's Office of Drug Control Policy

This Data Sharing Agreement is between the Iowa Department of Public Health, Office of the State Medical Examiner (IDPH) and the Governor's Office of Drug Control Policy (the User).

- I. Purpose.** The Governor's Office of Drug Control Policy administers the Edward Byrne Memorial Justice Assistance Grant Program for the state of Iowa. This grant provides federal criminal justice funding to states to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice for the purpose of the preventing and reducing crime and violence. Awardees are required to report to the Attorney General information regarding the death of any person occurring during interactions with law enforcements officers or while in custody in accordance with The Death in Custody Reporting Act of 2013. The User requests to receive this information from the IDPH Office of the State Medical Examiner and report it to the US Attorney General on a quarterly basis through the US Department of Justice, Bureau of Justice Assistance Performance Management Reporting Tool.
- II. Legal Authority.** Medical Examiner data and records are confidential under Iowa law (Iowa Code Section 22.7(41)). The IDPH Office of the State Medical Examiner has the authority to release records to federal and state governmental agencies for a civil, administrative, or criminal law enforcement activity if the activity is authorized by law, and to be used by the government agency as necessary to administer a program within that agency (641 IAC 175.9(2)(c) and 641 IAC 175.10(2)(e)). Additionally, this data transfer is authorized pursuant to the Death in Custody Reporting Act of 2013 at 42 USCA 1372.
- III. Term.** The term of this Agreement shall be from December 4, 2019, until December 3, 2024, unless terminated early in accordance with the termination section below.
- IV. Duties of the Parties.**
 - A. Duties of IDPH.** The IDPH Office of the State Medical Examiner collects and maintains information regarding autopsies, toxicology reports, and other associated medical examiner records.

IDPH agrees to supply the User with the required data fields (IDPH Records) outlined within this Agreement as presented in Appendix A on a schedule agreed upon between the parties.

B. Duties of the User

- i. **Use.** All IDPH Records provided by this Agreement shall be used only for purposes as set forth in the Agreement. The User shall not use or permit others to use IDPH Records in any way except for the purposes outlined in this Agreement.
- ii. **Storage.** The User agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of IDPH Records and to prevent unauthorized use or access. All IDPH Records received pursuant to this Agreement shall be stored in a secure locked area with access restricted to project personnel for purposes only as set forth in section I of this Agreement. The IDPH Records will be stored in compliance with the standards of [Security Rules for Public Health Data](#). The User shall comply with Department and State information technology standards.

(1) Data Backup Standard: Applicable to Users which utilize data systems to process, store, transmit or monitor information.

(2) Data Stewardship Standard: Applicable to Users which utilize data systems to process, store, transmit or monitor information.

(3) Interconnectivity Standard: Applicable to Users which utilize data systems to process, store, transmit or monitor information.

(4) Laptop Data Protection Standard: Applicable to Users which utilize laptops to process, store, transmit or monitor data.

(5) Removable Storage Encryption Standard: Applicable to Users which utilize removable storage devices to process, store, transmit or monitor information.

Current state information technology standards are accessible online at <https://ocio.iowa.gov/standards>.

- iii. **Confidentiality.** The User shall maintain the confidentiality of all IDPH Records. The User shall not disclose, release, sell, loan, or otherwise grant access to any confidential information contained in the IDPH Records, including but not limited to names and other identifying information of persons who are the subject of such records, either during the period of this Agreement or hereafter. All identifiable and personal indicators shall be kept strictly confidential and shall not be used or released for any purpose.

The User shall provide upon request to IDPH a written description of its policies and procedures to safeguard confidential information. The User shall designate one individual who shall remain the responsible authority in charge of all IDPH Records collected or used by the User in connection with this Agreement. The User agrees that, within the User's organization, access to the IDPH Records covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in the Application and to those individuals or positions on a need-to-know basis only.

Information from the IDPH Records shall not be used to establish contact with the named person or his/her family without prior written approval from IDPH.

The User shall immediately report to IDPH any unauthorized disclosure of confidential information, and shall take further action regarding the use or disclosure as directed by IDPH. Such disclosure shall be grounds for immediate termination of this Agreement.

- iv. **Data Linkage.** The User shall not link the data provided by this Agreement to any other dataset without express written permission from IDPH.
- v. **Destruction.** The User shall destroy all IDPH Records received from IDPH and any files created by linking these data files at the termination of the project or in any case within five years of execution of this Agreement, unless need for further retention is explained in the project description and approved in writing by IDPH through addendum to this Agreement. Destruction shall be by means which render IDPH Records and any files created by linking the data files, unidentifiable and useless. Acceptable means include sanitization, degaussing (i.e., demagnetizing), physical destruction, and data clearing. The person performing the data destruction must have suitable technical expertise and will be responsible for certifying that the process has been successfully completed. The User shall provide notification to IDPH of the destruction of the records by completing and returning the *Confirmation of Destruction* form.
- vi. **Future Requests.** All future data requests relative to the described project shall make reference to the above Agreement number.
- vii. **Modifications.** If during the process of implementing this project there is a modification to the project or if the project is terminated, notice shall be sent to the IDPH explaining the modifications or stating date of termination. The User shall not modify the use of the IDPH Records from that contained in section I of this Agreement without prior written approval from IDPH.

- viii. **Ownership.** The parties mutually agree that IDPH retains all ownership rights to the IDPH Records referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by IDPH.
- ix. **Re-release.** The User may re-release the IDPH Records provided by this Agreement to the US Department of Justice and US Attorney General for the purposes outlined in the Death in Custody Reporting Act of 2013. The User shall not re-release IDPH Records provided by this Agreement to any other organization or entity without express written permission from IDPH.

V. Indemnification. The User agrees to indemnify and hold harmless the State of Iowa and IDPH, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or IDPH related to or arising from:

- Any breach of this Agreement;
- Any negligent, intentional or wrongful act or omission of the User or agent or subcontractor utilized or employed by the User;
- The User's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the User;
- Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- Any failure by the User to adhere to the confidentiality provisions of this Agreement.

VI. Agreement Administration

- A. Independent Contractor.** The status of the User shall be that of an independent contractor. The User, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the User nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes.
- B. Compliance with the Law.** The User, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including without limitation, all laws applicable to the release of IDPH Records. The User, its employees, agents and subcontractors shall also comply with all federal,

state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement.

- C. Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.
- D. Third-Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State, IDPH, and the User.
- E. Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDPH or the State of Iowa.
- F. Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the User shall be considered an assignment.
- G. Integration.** This Agreement represents the entire Agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
- H. Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- I. Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
- J. Supersedes Former Contracts or Agreements.** This Contract supersedes all prior Contracts or Agreements between the User and IDPH governing the use and transfer of the IDPH Records which are the subject of this Agreement.

K. Notice. Any and all legal notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency:

Iowa Department of Public Health
Dennis Klein, MD
State Medical Examiner
2250 South Ankeny Blvd.
Ankeny, IA 50023
dennis.klein@idph.iowa.gov

If to the User:

Dale Woolery
Governor's Office of Drug Control Policy
215 East 7th St
Des Moines, IA 50319
dale.woolery@iowa.gov

Each such notice shall be deemed to have been provided:

1. At the time it is actually received; or,
2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
3. Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

L. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

M. Authorization. Each party to this Agreement represents and warrants to the other parties that:

- It has the right, power and authority to enter into and perform its obligations under this Agreement.
- It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- N. Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- O. Termination.** Either party may terminate this Agreement upon thirty days written notice to the other party. The unauthorized disclosure of confidential information shall be grounds for immediate termination of this Agreement.
- P. Users Associated with Iowa Regent Institutions or State Agency.** Sections V, VI(A), and VI(I) of this Agreement shall be of no force and effect if the User is associated with an Iowa regent institution or state agency.
- Q. Security Audits by IDPH.** During the Term of this DSA, IDPH or its third party designee may, but is not obligated to, (1) perform audits of the User’s environment, and (2) perform audits of the User’s practices related to safeguarding and handling of IDPH Records. Such audit rights shall include inspection and tests related to the receipt, maintenance, and use of IDPH Records including but not limited to performing inspections of the User’s system and access logs, conducting forensic audits of relevant systems, and interviewing the User’s personnel. The User agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
- R. Custodianship.** The parties mutually agree that the following named individual is designated as “Custodian” of the file(s) on behalf of the User and will be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in the Agreement to prevent unauthorized use. The User agrees to notify IDPH within fifteen (15) days of any change of custodianship. The parties mutually agree that IDPH may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

Custodian:

Dennis Wiggins
 Governor’s Office of Drug Control Policy
 215 East 7th St
 Des Moines, IA 50319
 dennis.wiggins@iowa.gov

VII. Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

For User (*Signature & Date*)

Iowa Department of Public Health (*Signature & Date*)

Appendix A: Datasets, date range, and variables requested from each dataset.

Dataset: State Medical Examiner Records

Date Range: 10/1/2019 through 11/21/2024

Geographic area: Statewide

Variables:

- Name
- Gender
- Race
- Ethnicity
- Age
- Date/Time/Location of death
- Law enforcement agency that detained, arrested, or was in process of arresting the deceased (if available)
- A brief description of the circumstances surrounding the death.