

MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding (the “MOU”) is effective November 14, 2024,

BETWEEN: **The Marion County Coroner’s Office**
2545 E. Pleasant Run Parkway North Dr., Suite 200
Indianapolis, IN 46203

AND: **City of Lawrence Fire Department**
9001 E. 59th Street
Indianapolis, IN 46216

WHEREAS, the Lawrence Fire Department (hereinafter referred to as “LFD”) and the Marion County Coroner's Office (hereinafter referred to as the "MCCO") desire to establish an MOU for the purpose of assigning responsibilities in respect to the ongoing access and use of the ESO software for death investigation purposes.

WHEREAS, the LFD, will provide access accounts to their ESO system to licensed and sworn Deputy Coroners staffed through the MCCO; and

WHEREAS, the MCCO will use the ESO software to retrieve data relevant for ongoing investigations, ensuring compliance with privacy laws and data security standards.

NOW, THEREFORE, the parties agree that the LFD and MCCO work on a cooperative and collaborative basis in consideration of the mutual covenants contained herein and are in agreement of the terms as follows:

I. RESPONSIBILITIES OF LFD

- a. The LFD will grant the MCCO access to their ESO system for authorized personnel.
- b. The LFD will ensure that the data provided in the ESO system is up-to-date, accurate, and complete to the best of their ability.
- c. The LFD will notify the MCCO of any scheduled downtime or technical issues affecting access to the system.
- d. The LFD will report any detected unauthorized access or misuse by MCCO personnel to the MCCO leadership team.

II. RESPONSIBILITIES OF MCCO

- a. The MCCO will restrict access to the ESO system to licensed and sworn Deputy Coroners who are authorized to conduct active death investigations, ensuring that data is only accessed for official investigative purposes.
- b. The MCCO will maintain a log of all users who access the ESO system, to be audited and updated annually.
- c. The MCCO will only access and use the ESO data that is directly related to ongoing investigations, and refrain from using the system for any non-investigative purposes.
- d. The MCCO will respect the confidentiality of ESO records and ensure that data is not shared with any outside entity.

- e. The MCCO will adhere to all relevant laws and regulations, including HIPAA and state privacy laws, in accessing and using ESO data.
- f. The MCCO will implement internal protocols to safeguard the security of ESO data, including user authentication, authorized IP addresses, limited to agency provided devices (laptops), and regular audits to ensure compliance.
- g. The MCCO will immediately report any unauthorized access, data breaches, or potential misuse of the ESO system to the LFD and the relevant oversight authorities.
- h. The MCCO will cooperate with the LFD in investigations related to any security or compliance incidents.

III. TERM

This MOU shall be effective November 14, 2024, and remain in effect until November 30, 2028, unless terminated earlier under the provisions of Section IV below.

IV. TERMINATION

The parties understand that either MCCO or the LFD may terminate its participation in this MOU at any time by providing 60 days written notice to the other party. Should the MCCO be found to have violated any requirement set forth in terms of this MOU by LFD, this MOU will be terminated and all expectations for access to information would be discontinued following the submission of a written and detail report explaining the circumstances for the discontinuation.

V. DATA SHARING AND CONFIDENTIALITY

Both agencies agree to uphold the highest standards of data confidentiality and security. The data accessed by the MCCO will only be used for the purposes of active investigations and shall not be shared with any outside individuals or entities as guided under Indiana statute IC 36-2-14. The MCCO will ensure that personally identifiable information (PII) or protected health information (PHI) accessed via the ESO system is stored and processed in compliance with applicable laws, including HIPAA. Both the LFD and the MCCO will implement access control mechanisms to ensure that only authorized personnel can view or retrieve the ESO data.

VI. MISC.

Non-Discrimination. MCCO agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.

Compliance With E-Verify Program. Under Ind. Code § 22-5-1.7-11, by entering into an agreement with LFD, MCCO is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. MCCO is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this agreement, MCCO affirms that it

does not knowingly employ an unauthorized alien. MCCO further affirms that, prior to entering into this agreement with LFD, it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

CITY OF LAWRENCE FIRE DEPARTMENT

DATE: _____

Jim Perron, Chair
Board of Public Works

MARION COUNTY CORONER'S OFFICE

DATE: _____

Leeandrea Sloan, M.D.
Marion County Coroner

DATE: _____

Alfarena T. McGinty, M.B.A.
Chief Deputy Coroner