

# **Indiana Juvenile Mental Health Screening, Assessment and Treatment Pilot Project Data Sharing Agreement**

## **Article 1 Definitions**

Agreement. The term “Agreement” shall mean this document.

Participants. The term “Participants” shall mean the Indiana State Pilot Project Advisory Board, Project Director, Project Consultant, Detention Center and the Pilot Site Coordinator

Limited Data Set. The term “limited data set” shall mean data that excludes all direct identifiers of a youth that are required to be removed pursuant to 45 CFR §164.514(e).

De-Identified Information. The term “de-identified information” shall mean the same as “limited data set” (see above).

## **Article II Purpose**

Participants recognize the benefits of utilizing a broad base of data generated by the State Pilot Project for research purposes related to the implementation of a state-wide pilot project focusing on the screening for mental health issues in juvenile detention centers. The sharing of this de-identified data and subsequent evaluative reports will increase the accuracy and timeliness of interventions available to the youths that are currently housed in juvenile centers.

Participants further recognize the enormous opportunities available for the use of such evaluative reports in program expansion, program planning and funding efforts. On a state-wide level, opportunities exist for expansion of the Pilot Project into other detention centers and legislative initiatives geared toward serving Indiana’s youth involved in the juvenile justice system.

Participants acknowledge that sharing data for analysis and evaluation will hold all participants to a level of accountability that will ensure the successful implementation and sustaining of the intent and purpose of the Pilot Project.

## **Article III Period of Agreement, Term and Termination**

The period of agreement shall extend 30 (thirty) days after the end of the Pilot Project.

Any party to this Agreement may withdraw by providing written notice of its intent to withdraw at least 30 (thirty) days in advance. Further submission of data on the part of the individual detention center will not be required.

Upon termination of this Agreement; the Participants agree that all previously submitted data will remain with the Project Director.

## **Article IV Description of Data**

The data submission required by the participation in the State Pilot Project is described in the following sections of the Indiana State Pilot Project Policies and Procedures Manual:

Section 7:	Data Collection Protocols
Appendix D-a:	Record of Youth Not Administered the MAYSI-2
Appendix D-c	Information and Referral for Follow-Up Care Upon Release of

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Youth From Detention

## **Article V Method of Data Access or Transfer**

The MAYSI-2 Software is equipped with a report generation function. This report generated contains limited data sets for analysis and is contained in an Excel spreadsheet. This Excel spreadsheet will be delivered electronically to the Project Consultant.

Transmission of data will occur as specified in the following sections of the Indiana state Pilot Project Manual:

Section 7 Data Collection Protocols

Appendix A Letter of Commitment

Appendix B Site Coordinator Contract

## **Article VI Location of Matched Data and Custodial Responsibility**

The Participants mutually agree that the Indiana State Pilot Project will be designated as “Custodian” of the file(s).

The data will be stored on a laptop computer purchased by the Project Director for use in the State Pilot Project. Data and Evaluative Reports will also be stored on the Network of the Project Director that is protected from outside intrusion by the appropriate firewalls and security measures.

This agreement represents and warrants further that, except as authorized in writing, such data shall not be disclosed or released, except as prescribed by the State Data Collection Protocol.

## **Article VII Confidentiality**

There exists Business Associate Agreements in accordance with HIPAA statutes and both the Participants of this Agreement are signatories to those Business Associate Agreements. Use and disclosure of de-identified health information by Business Associate is permitted and all information disclosed will be in compliance with 45 CFR§164.502(d) and will meet the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b), or such regulations as they may be amended from time to time.

Participants agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

**Indiana Juvenile Mental Health Screening, Assessment and Treatment Pilot Project  
Data Sharing Agreement**

**VIII Signatures**

\_\_\_\_\_  
Project Director

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Organization)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Site Coordinator

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Organization)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Detention Center Director

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date