

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**The Maryland Department of Health and Mental Hygiene,
Mental Hygiene Administration,
The Department of Public Safety and Correctional Services,
ValueOptions, Inc.,
[Enter local Core Service Agency here.],**

and

[Enter Local Corrections here.],

For the

Establishment of DataLink

Whereas, the Mental Hygiene Administration (MHA), the Department of Public Safety and correctional Services (DPSCS), ValueOptions, Inc. (VO), [Enter local Core Service Agency here.] (CSA), and [Enter local Corrections here.] (the Detention Center), recognize a need to identify those individuals incarcerated or detained in the local Detention Center with serious mental illness, and a need to coordinate the care for said individuals.

Whereas, the Maryland Legislature in Chapter 595, 2007 Session, required the MHA to work with the Core Service Agencies to enter into Memoranda of Understanding with local detention centers to facilitate the identification of those detainees with mental illness and to coordinate care for said individuals.

Whereas, VO is a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996) of DHMH.

Whereas, the parties are committed to the development and implementation of a data sharing initiative (DataLink) that will promote the continuity of treatment for individuals with a serious mental illness who are detained in the detention center and who previously have been served by the Public Mental Health System.

Whereas, federal and State law allow DHMH, or VO acting at the direction and on behalf of DHMH, to release certain medical record information to the medical provider(s) of a Correctional Facility/Detention Center for the purpose of treatment continuity of an arrestee and to the CSA for treatment purposes.

Therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged and with the intent to be legally bound, MHA, DPSCS, Value Options, the local CSA, and the Detention Center enter into this MOU for the establishment of a data sharing mechanism and coordination of mental health services for individuals confined at the Detention Center.

Responsibilities:

1. The Parties are committed to the development and implementation of an interagency electronic system, "DataLink", to identify systematically certain individuals with mental illness in the Detention Center within 24 hours of booking. The initial expense to VO has been funded by MHA. The CSA, DPSCS, and the Detention Center shall be responsible for the costs incurred by their agencies for the implementation of the DataLink.
2. DPSCS, or its agent, shall daily submit electronically in the format agreed upon, information from DPSCS' Live Scan system about individuals arrested within the last 24 hours to VO.
3. MHA shall require VO to utilize its technological and database systems to implement the DataLink program, to maintain a firewall between public information transferred by DPSCS or the Detention Center or its agent, and confidential mental health records.
4. After receipt of required data from DPSCS or its agent, VO shall compare that data to its authorization and pharmacy files and send outbound files matched inmates, i.e. inmates booked who have authorizations in VO's system or pharmacy claims paid by MMIS in the preceding 12 months to the Detention Center and CSA utilizing the agreed upon format. At VO's request, the Parties will provide evidence of Business Associate Agreements as required to implement the provision.
5. DPSCS, VO, CSA, and the Detention Center will utilize the data for the stated purpose only and not for any other purpose without prior written approval from the appropriate agency and will retain the information only as permitted by law. To the extent that any of the data is considered Criminal History Record Information (CHRI), the terms and provisions of the following laws and regulations relating to the collection, use, dissemination, and control of CHRI are incorporated herein by reference: Criminal Procedure Article §10-201-10-234, Annotated Code of Maryland; *Code Of Maryland Regulations (COMAR) 12.15.01.01-12.15.01.16*; and *28 Code of Federal Regulations 20.1-20.25*.
6. The Detention Center shall provide access for specified CSA staff to interview detainees identified by the DataLink. The Detention Center cannot require any individual to meet with the CSA.
7. The CSA with the detainee's consent may share information with the Detention Center regarding the detainee's history of mental illness and treatment. VO may release to the Medical Provider for the Detention Center or the Medical Provider may access, that information necessary to treat the detainee's medical and mental illness without consent, including medication information.
8. All parties agree that information obtained pursuant to this MOU is confidential and may only be released as permitted by law.
9. All parties agree to assist in obtaining funding to sustain the program.

10. Any party to this MOU may terminate its participation in the DataLink program with sixty days written notice to all the parties. In addition, any modification to the MOU shall be in writing and agreed upon by all parties.
11. The parties agree that this MOU shall be deemed validly executed when all Parties have signed it. The parties further agree that this agreement may be signed in counterparts and that signature pages may be exchanged by facsimile or electronically, with the facsimile signature binding on the party signing as if it were the original signature.

SIGNATURES:

Brian Hepburn, M.D.
Director
Mental Hygiene Administration

Date

Zereana Jess-Huff, LPC, LMFT, CCM, Ph.D.
CEO
ValueOptions Maryland, Inc.

Date

For the local Core Service Agency:

[Enter name here.]

[Enter title here.]

[Enter local CSA here.]

Date

Approved as to Form and Legal Sufficiency:

Kathleen A. Ellis
Deputy Counsel
Department of Health and Mental Hygiene

Date

For the local Detention Center:

[Enter name here.]

[Enter title here.]

[Enter local detention center here.]

Date

For the State Department of Public Safety and Correctional Services:

Gary D. Maynard
Secretary
Dept. of Public Safety and Correctional Services

Date

Approved as to Form and Legal Sufficiency:

Stuart Nathan
Principal Counsel
Dept. of Public Safety and Correctional Services

Date