

## Innovative Prosecution Solutions Information-Sharing Plan Template

**Each Innovative Prosecutions Solutions (IPS) grantee jurisdiction should consider the development of an information-sharing plan at the outset of its IPS project. Such a plan can help IPS teams to:**

- Facilitate consistent intra- and inter-agency information-sharing about IPS project goals, practices, and progress with key agency components over the course of the grant;
- Avoid the loss of important project-level knowledge due to changes in personnel;
- Identify when formal data use agreements or Memoranda of Understanding may need to be drafted and signed; and
- Help sustain the IPS project beyond the life of the grant.

**Tips:** This template is a starting point and can be tailored to suit the needs of each IPS project. The IPS training and technical assistance (TTA) team can help facilitate grantees' development of their information-sharing plans. Once the plan is complete, it should be distributed to the entire IPS project team. The TTA team recommends that grantees revisit the plan as a part of their semi-annual reporting to the U.S. Department of Justice Bureau of Justice Assistance (BJA) and update or revise the plan as needed.

### IPS Grantee Information

Agency Name: \_\_\_\_\_

Agency Point of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

Phone Number (cell): \_\_\_\_\_

Agency City: \_\_\_\_\_ Agency County: \_\_\_\_\_ Agency State: \_\_\_\_\_

Year your IPS grant was awarded: \_\_\_\_\_

Focus area of your IPS grant: \_\_\_\_\_



## IPS Project Partner Information

### Partner 1

Agency Name: \_\_\_\_\_

Agency Point of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

Phone Number (cell): \_\_\_\_\_

Agency City: \_\_\_\_\_ Agency County: \_\_\_\_\_ Agency State: \_\_\_\_\_

Role on the IPS project: \_\_\_\_\_

### Partner 2

Agency Name: \_\_\_\_\_

Agency Point of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

Phone Number (cell): \_\_\_\_\_

Agency City: \_\_\_\_\_ Agency County: \_\_\_\_\_ Agency State: \_\_\_\_\_

Role on the IPS project: \_\_\_\_\_

### Partner 3

Agency Name: \_\_\_\_\_

Agency Point of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

Phone Number (cell): \_\_\_\_\_

Agency City: \_\_\_\_\_ Agency County: \_\_\_\_\_ Agency State: \_\_\_\_\_

Role on the IPS project: \_\_\_\_\_

## IPS TTA Team Information

### Prosecution TTA

**Site Lead** Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Site Liaison**<sup>1</sup> Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

### Data Analysis/Evaluation TTA

**Site Liaison** Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

## Partnership and Data-Sharing Planning

**Tips:** The IPS TTA team recommends that IPS grantees execute a Memorandum of Understanding with agency and organization partners on the IPS project. This helps document the specific types of information and data that will be shared, the scope of access that each partners will have, and the designated point of contact for data access. The TTA team also recommends that grantees execute a data-sharing agreement with each agency, university, or research institution that will receive data from or provide data to the grantee for purposes of implementing or evaluating the IPS project. Templates are provided in **Appendix A**. The IPS TTA team can assist grantees in completing or adapting these templates as needed.

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<sup>1</sup> The Site Liaison is the main TTA point of contact for IPS grantees.

## IPS Grantee Meeting Protocol

**Tips:** *The IPS TTA team recommends that site teams establish dates/times for regular team meetings with all relevant partners in order to ensure grant requirements are met, project progress is tracked, key project updates are communicated and that solutions to project challenges are discussed.*

*The IPS TTA team recommends that you collaborate with your IPS project partners to develop “ground rules” for communicating with each other between meetings, and establish expectations and protocols for identifying and resolving any challenges that may arise. For example, what is the preferred method of communication (e.g., email, videoconference)? Should everyone on the project team be included on email correspondence related to the project, or rather, a group of “core members”? Should a written record of phone call conversations, including decisions or changes in protocol concerning the project, be distributed to the full team? Should partner information sharing obligations (e.g., discoverable/exculpatory information or HIPAA information) be discussed with all partners?*

## IPS Team Meeting Logistics

Name of person responsible for scheduling meetings: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

Name of back-up person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

Preferred IPS team meeting location(s) (check all that apply)

Conference call \_\_\_\_\_

Videoconference \_\_\_\_\_

In-person meeting \_\_\_\_\_ (location: \_\_\_\_\_)

Other \_\_\_\_\_ (specify: \_\_\_\_\_)

Meeting frequency (e.g., weekly, monthly): \_\_\_\_\_

Meeting day (if applicable): \_\_\_\_\_

Meeting time (if applicable): \_\_\_\_\_

Name of person responsible for setting and sharing the meeting agenda:

Email Address: \_\_\_\_\_

Phone Number (office): \_\_\_\_\_

### **IPS Team Meeting Checklist**

- ✓ Develop agenda (sample items)
  - Names of attendees, date, location
  - At initial meeting, share role on the project and involvement with data access and information-sharing
  - Discuss any confidentiality or privacy considerations, if applicable
  - Report project updates
  - Review project timeline, if appropriate
  - Review project budget, if appropriate
  - Identify TTA needs
- ✓ Take minutes to document team members and guests in attendance, major points of discussion, and action items (e.g., task described, person responsible, due date)
- ✓ Distribute minutes to the IPS project team

## IPS Grantee Dissemination Plan

***Tips:** The IPS TTA team recommends that grantees develop a dissemination plan that describes what information will be shared (e.g., IPS project goals, practices, and progress), with whom (e.g., leadership of the grantee agency, leadership of partner agencies, the public), how (e.g., agency websites, press release, community events), and when (e.g., during the early phases of a project, every 6 months). At minimum, grantees should plan to share their semi-annual progress reports with BJA with agency leadership and post these reports on their agency's website for public viewing. To honor confidentiality expectations, grantees should avoid reporting data identifiable to a person (in compliance with their data use agreements with data providers) and review their semi-annual reports and redact sensitive information to create public-facing versions of these reports.*

### Sample Elements of a Dissemination Plan

- ✓ Identify who needs to know about your IPS program or strategy – your target audience(s)
  - Funders
  - Partners
  - Participants
  - Community or advocacy groups
  - Grantee agency's leadership
  - Local- or state-level decision- or policymakers
  - Other
- ✓ Identify what information your target audience(s) need to know about your IPS program or strategy over the life of the BJA grant
  - Program or strategy start-up/goals
  - Program or strategy implementation
  - Program or strategy impact
  - Program or strategy sustainability, expansion, replication
- ✓ Identify milestones that show the frequency of information dissemination
- ✓ Identify the method for disseminating information
  - Formal reports
  - Short briefs
  - Press releases

- Presentations
  - Newsletters
  - Flyers
  - Brochures
  - Social media
  - Other
- ✓ Identify person responsible for disseminating information

**APPENDIX A:  
MEMORANDUM OF  
UNDERSTANDING  
DATA USE AGREEMENT TEMPLATES**

**SAMPLE FORMAT AND CONTENT  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between: *Provide the agency name and a brief description of each agency.*

**A. Purpose.** *State the purpose of the MOU. Include statements that explain the nature of the collaborative relationship and how it enhances or benefits the IPS project.*

**B. Roles and Responsibilities.** *Clearly describe and delineate the agreed-upon roles and responsibilities each organization or agency will be tasked with to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs. This may include contribution of staff time, in-kind contributions of space or materials, delivery of program services, provision of training or staff expertise, etc. Include any additional steps that may be needed to share the data, such as deidentifying specific fields, or sharing the data in a specific format. State the designated point person for data access, including whether that person will be providing or sharing additional guidance about how to use this shared data (e.g., a data dictionary).*



Agency A agrees to:

Responsibility/Activity	Responsibility/Activity

Agency B agrees to:

Responsibility/Activity	Responsibility/Activity

**C. Reporting Requirements.** Describe who will be responsible for collecting, collating, and submitting data as per the project target outputs and outcomes.

**D. Timeframe.** Clearly state the time period that this MOU will be in effect.

This MOU will commence on \_\_\_\_\_ and will dissolve at the end of the grant funding period on \_\_\_\_\_.

**F. Confidentiality.**

In order to ensure the safety of clients, all parties to the Memorandum of Understanding agree to adhere to the confidentiality expectations as outlined in the Grant Agreement.

The designated lead agency accepts full responsibility for the performance of the collaborative organizations/agencies.



This Memorandum of Understanding is the complete agreement between \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_, and may be amended only by written agreement signed by each of the parties involved.

*The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.*

**AGENCY A**

Authorized Official: \_\_\_\_\_

(signature)

Printed Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone(s): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**AGENCY B**

Authorized Official: \_\_\_\_\_

(signature)

Printed Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone(s): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Adapted from: [http://www.doj.state.or.us/wp-content/uploads/2017/08/mou\\_sample\\_guidelines.pdf](http://www.doj.state.or.us/wp-content/uploads/2017/08/mou_sample_guidelines.pdf)

## SAMPLE ELEMENTS OF A DATA USE AGREEMENT

- Language that states the data for research purposes is confidential, can only be shared with designated individuals, and must be used only for statistical reporting or research purposes
- Statistical reporting procedures that will be followed to ensure the identity of individuals cannot inadvertently be identified or deduced (*e.g.*, establish a minimum threshold of cases that will be excluded from statistical reporting)
- Protocols that will be followed if there is a data breach, or if the data is intentionally or unintentionally shared in violation of this agreement
- Language that states the data must be used in accordance with the agreement, and applicable laws and regulations to ensure the confidentiality of the data (*e.g.*, Health Insurance Portability and Accountability Act (HIPAA), the Privacy Act of 1974, Family Education Rights and Privacy Act (FERPA), Confidentiality Information Protection and Statistical Efficiency Act of 2002 (CIPSEA))
- The name of the data-providing agency
- The name of the data-receiving agency
- A list or description of the data being requested/provided, including personally identifying information
- The case management system(s) in which the data is housed
- A description of the planned use for the data
- The time period for which the data are being requested/provided
- The date and terms of data destruction or return to the data-providing agency
- A description of the data recipient's data-archiving plan (if applicable)
- A description of the data recipient's data-security plan
  - How will data recipient ensure the confidentiality of the data?
  - Where will the data be housed?
  - Who will have access to the data?
- Terms and conditions of use
  - Data are to be used as described in the agreement
  - A commitment to not disclose or release data to others
  - A commitment to maintain control of the data to prevent unauthorized use
  - A commitment to review analytic output before publication to avoid inadvertent disclosure of confidential information or identification of individuals in the data
  - Terms for reporting data breaches (*e.g.*, notification to data provider, mitigation steps)
  - Circumstances pertaining to the termination of the agreement
  - Data destruction or archiving terms
- An authorized signature from data-providing agency
- An authorized signature from data-receiving agency

The National Association of Counties' website has useful information for developing data-use agreements, including sample data-use templates and tips about sharing health/HIPAA-protected data: <https://www.naco.org/resources/index/using-and-sharing-data>

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