

## **Data Use and Confidentiality Agreement**

**Between** **and Ohio University**

The Ohio Healthy Youth Environments Survey (OHYES!) is a survey designed to measure the health risk behaviors and environmental factors that impact youth health and safety. The survey gathers information on issues like substance use, behavioral health, unintentional and intentional injuries, adverse childhood experiences, physical health, activity and well-being, the school environment, and related environmental risk and protective factors. The survey is open to all Ohio schools to administer to students in grades 7 through 12. The web-based survey is free, anonymous, and completely voluntary. OHYES! is an important source of needs-assessment data for school districts, community-based organizations, local health and human service agencies, and state agencies. The OHYES! does not contain any HIPAA (Health Insurance Portability and Accountability Act of 1996) or FERPA (Family Educational Rights and Privacy Act) identifiable information.

OHYES! is a partnership between the Ohio Department of Education (hereafter "ODE"), the Ohio Department of Mental Health and Addiction Services (hereafter "OhioMHAS") and the Ohio Department of Health (hereafter "ODH").

The survey is administered by OhioMHAS which owns the data in perpetuity. OhioMHAS and Ohio University's Voinovich School of Leadership and Public Affairs (hereafter "OU") have entered into an Agreement whereby OU agrees to provide data analysis and reporting of OHYES! data, according to OhioMHAS rules set forth in this Agreement for \_\_\_\_\_ ;  
ODE Building Information Retrieval Number \_\_\_\_\_ (hereafter "Sponsor").

OU will provide OHYES! building-level report(s) for all available school years to the Sponsor. Directions for accessing PDF reports will be provided to Sponsor.

1. OU shall treat school and school district data as strictly confidential.
2. Individual level data will never be displayed.
3. All OU staff that access OHYES! data files will have completed HIPAA and Protection of Human Subjects training.
4. OU will not use these data in any way other than for statistical, scientific or medical research, or evaluation purposes as approved by the ODH IRB.
5. OU will implement appropriate privacy and security safeguards to protect the data. Please see addendum for data security and privacy safeguards.
6. OU will refer all public records requests for OHYES! data to OhioMHAS.
7. OhioMHAS permits OU to display only aggregated OHYES! data according to the following display rules established and set forth by OhioMHAS:
  - a. District data will be shared by permission of that District's Superintendent.
  - b. School data will be shared by permission of that District/School Superintendent or Principal.
  - c. OU will keep a record of any permissions granted by Superintendents and Principals.
8. OU will not present or publish these data in a manner in which any individual can be identified.

- a. OU will not release data for any sub-population of fewer than 15 persons. The data does not contain direct identifiers - however, in a small sample there is the potential to triangulate an individual based on some of the variables collected.
  - b. A Confidentiality Certificate has been obtained from the Substance Abuse and Mental Health Services Administration (SAMHSA) to ensure that individual level data may not be accessed by anyone for any purpose.
9. These data include individual respondents' school, county and zip code. OU will not present or publish maps showing residences of cases at any level lower than county.
  10. OU will not attempt to link, or permit others to link, these data to individually identified records in another database, file or other information sources.
  11. Data are owned by OhioMHAS and will reside on OhioMHAS secure servers indefinitely. OhioMHAS will forward data to OU via Secure File Transfer Protocol. Upon expiration of the Agreement, OU shall destroy all OHYES! data in its possession.
  12. Reports generated from data analysis are owned by OU and will be available only to the specified school's principal and superintendent.
  13. This agreement shall expire 90 days from the date it is executed by all parties.

**Sponsor**

**School Principal Name:**

**School Building:**

**Address:**

**Telephone Number:**

**Principal Email:**

**Ohio University**

Susan E. Robb  
 Ohio University  
 1 Ohio University  
 Grosvenor Hall 202  
 Athens, OH 45701  
 740-597-6777  
[orsp@ohio.edu](mailto:orsp@ohio.edu)

Digitally signed by Susan E. Robb  
 Date: 2024.03.27 10:22:10 -04'00'

**Susan E. Robb**

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Signature

Principal

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Date

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Signature

Assistant VP for Research and Sponsored Programs

03/27/2024

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Date

## **Addendum to Data Use and Confidentiality Agreement**

1. All OU staff and subcontracts that access OHYES! data files will have completed HIPAA and Protection of Human Subjects trainings.
  
2. OU will implement appropriate privacy and security safeguards to protect the data. These safeguards will include:
  - a. Limiting access to the data file to only those individuals who need to access it.
  - b. Ohio University's OHYES! Data Coordinator will be responsible for ensuring that access to the data is denied to any individual who departs or is terminated from the research group.
  - c. Implementing password protection on all devices used to access the data, including lock screens set to default after periods of inactivity.
  - d. Requiring all members of the research group to lock the screens of the devices they use to access the data every time they leave their devices unattended.
  - e. Implementing a clear desk policy for OHYES! related documents to ensure that paper documents are not compromised.
  - f. Requiring all members of the research group to complete online data security training.
  - g. Storing data files on a secure shared network with access limited to project staff.
  - h. Using a web-based secure storage and collaboration solution to store and provision access to the report files.
  
3. Data are owned by OhioMHAS and will reside on OhioMHAS secure servers indefinitely. OhioMHAS will forward data to OU via Secure File Transfer Protocol. Upon expiration of the agreement, OU shall destroy all OHYES! data files in its possession.
  - a. Ohio University's OHYES! Data Coordinator will be responsible for ensuring the destruction of the data once it has reached the retention period.
  - b. Data will be destroyed using the Symantec Encryption Desktop PGP Shredder.