

MEMORANDUM OF UNDERSTANDING

Between
[COMMUNITY PARTNER]
And
[TECHNICAL PARTNER]

I. Purpose

This Memorandum of Understanding (MOU) is entered by and between [ORGANIZATION NAME] herein referred to as **Data Partner**, and the [ORGANIZATION NAME] herein referred to as **Technical Partner** for the purpose of conducting a research and demonstration program related to childhood obesity. This MOU establishes the terms conditions, and responsibilities between the parties for the *Childhood Obesity Data Initiative (CODI)* demonstration project in Colorado.

II. Parties

The Administrator for the Data Partner will be:

The Administrator for the Technical Partner will be:

III. Effective Date, Modification, and Termination

This MOU shall become effective upon the signature of both parties.

Unless reviewed and renewed beforehand, this MOU will be automatically terminated within one year of its execution. This MOU may also be terminated by either party at any time. The terminating party shall provide written notice to the other party at least thirty (30) days in advance of the effective date of termination unless there is a critical failure to perform.

IV. Data Partner Responsibilities

The Data Partner agrees to fulfill the terms and conditions executed between Data Partner and Technical Partner in the Memorandum of Understanding as follows:

- Retain full rights and responsibilities as the owner of any data sent from the Data Partner to the Technical Partner
- Participate in the CODI pilot implementation in Colorado.
- Sign the CODI Master Data Sharing and Use Agreement prior to sharing data for CODI research, pending review and approval.
- Share approved data elements with the Technical Partner to populate the CODI Research Data Model.
- Participate in Privacy Preserving Record Linkage (PPRL) for CODI, with technical assistance from the Technical Partner and Data Coordinating Center (DCC), as required.
- Implement a reusable process to generate data based on the CODI Research Data Model in partnership with the Technical Partner.

- Participate in the governance activities of the Colorado Health Observation Regional Data Service (CHORDS) Network as applicable to CODI:
 - Review Research Intake Forms distributed by the CU Anschutz Data Coordinating Center (DCC) that utilize the CODI infrastructure, such as the CODI Identity Management Data Model or the CODI Research Data Model.
 - Notify the DCC of the Data Partner's decision to participate in a given study within 7 days of the Intake Form's distribution. If participating, also notify the DCC if Technical Partner is authorized to share study data with the DCC without prior Data Partner review. A lack of response shall constitute refusal to participate.
 - As available, participate in CHORDS Research Council meetings when proposals leveraging the CODI infrastructure of the Data Partner are discussed.
 - As available, participate in CHORDS Governance Committee meetings when proposals leveraging the CODI infrastructure of the Data Partner are discussed.
 - Sign additional Data Use Agreements when electing to participate in CODI studies, pending review and approval.
- Maintain electronic data on programs and services supported by the Data Partner.
- Maintain electronic data on individuals participating in programs supported by the Data Partner.
- Maintain electronic data on individuals' participation in programs and services supported by the Data Partner. .
- Notify the Technical Partner regarding any changes to data collection and management practices at the Data Partner.
- As available, participate in data review and data quality activities. When reviewing query results prior to submission to the DCC, indicate approval or denial to the Technical Partner within 7 days of the results being shared.
- Participate in activities that disseminate information and knowledge generated through CODI.

V. Technical Partner Responsibilities

The Technical Partner agrees to fulfill the terms and conditions executed between Data Partner and Technical Partner in the Memorandum of Understanding as follows:

- Support the Data Partner's participation in CODI through technical assistance, data management and consultation. This includes but is not limited to facilitating tasks required for PPRL and preparing data for the CODI Research Data Model.
- Adhere to all relevant laws, policies and practices as specified in the CODI Master Data Sharing and Use Agreement.
- Protect and manage data received from the Data Partner as if it were Protected Health Information (PHI) and governed by the Health Insurance Portability and Accountability Act (HIPAA) , including but not limited to, the following:
 - In the event of a breach of Data Partner data, the Technical Partner will notify the Data Partner within 60 days of learning about the breach and work with the Data Partner to issue notifications as appropriate.
 - Technical Partner will limit use of Data Partner data to that which is minimally necessary to complete the work and to not collect Data Partner data unless it is necessary to complete the work.

- Restrict access to Data Partner data. Access will be restricted to individuals directly involved in carrying out the requirements of the CODI demonstration project, including and limited to tasks described in the CODI Master Data Sharing and Use Agreement and this MOU.
- Build, populate and maintain the CODI Research Data Model on behalf of the Data Partner based on availability and feasibility, following data model specifications outlined in the CODI Implementation Guide.
 - If the Technical Partner builds, populates and maintains the Data Partner's CENSUS_LOCATION table using data received from the Data Partner, the Technical Partner will adhere to the following criteria:
 - The GEOCODE field will be populated with a maximum of 11 digits (i.e. census tract).
 - LATITUDE will be populated as NULL.
 - LONGITUDE will be populated as NULL.
 - All data more specific than the census tract (e.g. latitude, longitude, street address, etc.) will be deleted once the table is populated.
- Participate in CODI queries on behalf of the Data Partner when authorized through the CHORDS project intake process.
- Share CODI query results with the Data Partner for review prior to returning query results to the DCC, unless otherwise indicated by the Data Partner in writing.
- Participate in data review and data quality activities on behalf of Data Partner, as desired by Data Partner.
- Hold status meetings with Data Partner to discuss any issues related to the Data Partner's participation in CODI and relevant data exchange activities at least bi-annually.
- Provide and maintain two points of contact for the Data Partner, including identifying new points of contact when staff changes occur.
- Respond to Data Partner questions and concerns.
- Participate in activities that disseminate information and knowledge generated through CODI.
- Destroy all data received from the Data Partner upon termination of this MOU.

VI. Time/Resource Considerations

The Technical Partner agrees to commit the time necessary to support the Data Partner's participation in CODI. The Data Partner agrees to commit the time necessary to fulfill the responsibilities described above.

VII. Financial Considerations

There will be no financial assistance provided by the Data Partner to the Technical Partner, or vice versa, in connection with this MOU.

VIII. Settlement of Disputes

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOU before referring the matter to any other person or entity for settlement.

IX. Capacity to Enter Into Memorandum of Understanding

The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

[COMMUNITY PARTNER]

[TECHNICAL PARTNER]
