



MEMORANDUM OF UNDERSTANDING and DATA SHARING AGREEMENT

This Memorandum of Understanding and Data Sharing Agreement ("MOU") is entered into on January 20, 2018 by and between Eckerd Youth Alternatives, Inc. d/b/a Eckerd Connects ("Eckerd Connects"), a Florida nonprofit corporation, Mindshare Consulting Group, LLC ("Mindshare") a Florida for-profit organization, and the Colorado Department of Human Services Division of Child Welfare (CDHS) with respect to the implementation and use of Eckerd Permanency Coaching. Eckerd Connects and Mindshare are sometimes referred to herein collectively as the "Providers". Eckerd Connects, Mindshare and DCYF are sometimes referred to herein collectively as the "Parties."

1. **Intent.** This MOU identifies the Parties' understandings of their rights and obligations to each other with respect to 1) the access to and sharing of CDHS Agency data and 2) the implementation and use of Eckerd Permanency Coaching.
2. **Purpose of Agreement.** Providers represent that the data specified in this MOU will be used solely for purposes of Eckerd Permanency Coaching.
3. **Definitions:**
 1. *Agency* means the Colorado Department of Human Services Division of Child Welfare (CDHS).
 2. *Confidential Information* means information each party may come into contact with concerning the other party, including without limitation client records and other proprietary information which must remain confidential pursuant to the terms of this MOU.
 3. *Eckerd Permanency Coaching* means a program developed by Eckerd Connects that utilizes data analytics to help identify child welfare cases that have the highest probability of repeat out-of-home care episodes within a given timeframe and coaching front-line workers to implement strategies to achieve permanency.
 4. *Eckerd Permanency Coaching Community of Practice* means the Agency participating in quarterly fidelity reviews and sharing information and reports with Eckerd Connects.
 5. *Fidelity Reviews* means a review by Providers to ensure the Agency is implementing Eckerd Permanency Coaching according to established practices.
 6. *CCWIS/SACWIS* means the jurisdiction's statewide automated child welfare information system referred to as Trails.
 7. *Portal* means a website and related technology that is designed to read CCWIS/SACWIS information, perform automated analysis, and generate reports that can be used to implement and support Eckerd Permanency Coaching.

8. *Portal Terms* means the website usage terms available on the Portal that sets forth the terms and conditions under which the Agency may use the Portal. An example of the current portal terms and conditions are included here as **Exhibit A**. Exhibit A is NOT incorporated herein, but provided for information, only. The ruling website usage terms are those that are required to be accepted by the User at the time of Portal use.
9. *QA* means Agency Quality Assurance staff member that does not carry a caseload.

4. Introduction

1. Eckerd Connects is a not for profit corporation that specializes in human services, specifically child welfare. During the course of its business, Eckerd Connects has developed Eckerd Permanency Coaching, a program that has been successful in identifying cases that have the highest probability of repeat out-of-home care episodes within a given timeframe and coaching front line workers to implement strategies to achieve permanency.
2. Eckerd Connects, and its affiliate, Mindshare operate using the Portal and related training materials to assist agencies that desire to implement Eckerd Permanency Coaching.
3. Agency has chosen Eckerd Connects and its affiliate Mindshare to implement Eckerd Permanency Coaching in the State of Colorado and this MOU describes the responsibilities of the Providers and the Agency in connection with that implementation.

5. Eckerd Connect's Responsibilities

1. Eckerd Connects, with its affiliate, Mindshare, host, maintain and support the Web Portal with a goal of providing the Agency with 24 hour technical support and access to the Portal and the reports it generates. At no time will any Web Portal content or data be backed up, stored or hosted in any location outside of the United States. All data, associated in any way with the Web Portal will be owned solely by the Agency. Mindshare will not authorize or provide access credentials to any person other than Agency or Eckerd Connects employees who have a need for such access or credentials, without Agency's prior written consent. Mindshare will not provide administrative level access to the Web Portal or any database or data storage system used by the Web Portal to any person without Agency's prior written consent. Each employee of Mindshare who has access to the Web Portal or any database or data storage system used by the Web Portal will execute a confidentiality agreement reasonably acceptable to the Agency confirming the employee's duty to maintain all data and information relating to cases referenced in the Web Portal strictly confidential.
2. Eckerd Connects, with its affiliate, Mindshare, will:
 - a. Adapt the Portal to create reports that provide a customized data sample of prioritized cases for review;

- b. Provide training on review completion, portal entry, staffing techniques, and action item tracking to support the Agency's implementation of Eckerd Permanency Coaching;
- c. Provide Agency personnel with access to the Eckerd Permanency Coaching practice guide for use in connection with the Agency's implementation and offer same day technical assistance from case review staff experienced in the review process;
- d. Perform quarterly fidelity reviews and coordinate sharing of best practices across jurisdictions through the Eckerd Permanency Coaching Community of Practice; and,
- e. Provide additional reports as mutually agreed upon by Eckerd Connects and the Agency.

6. Agency's Responsibilities

- 1. The Agency will allow the Providers to access an extract of the Agency's CCWIS/SACWIS system on a daily basis. The agency will provide access to the client files of clients that experienced repeat out-of-home care episodes.
- 2. The Agency will:
 - a. Work with Mindshare to establish an agreed exchange protocol and accommodate the CDHS data exchange method and data packaging formats. The exchange protocol will include the specifications for the initial historical data package. A minimum of three years client data history should be provided within thirty days of signing the MOU;
 - b. Provide sufficient reviewers to the Eckerd Permanency Coaching program. Reviewers should be dedicated QA staff that are NOT investigating or managing the case or providing supervision to the front line workers assigned to the case. Reviewers must successfully complete Eckerd Permanency Coaching training (provided at no cost to the Agency) prior to completing case reviews;
 - c. Participate in a quarterly Fidelity Review, sharing lessons learned with other jurisdictions, and report the results observed after implementation of Eckerd Permanency Coaching;
 - d. Enter all case reviews into the portal to provide automated tracking functionality, dashboards, and data for the continuous improvement of existing predictive data sets for the Eckerd Permanency Coaching implementation in Colorado; and,
 - e. Provide Providers written notice of any lawsuit or claim filed or asserted against the Agency alleging liability in connection with Eckerd Permanency Coaching.

7. Term of MOU

- 1. This MOU will be effective upon execution by the parties and will terminate on December 31, 2018 (the "Term") unless terminated earlier pursuant to Section 7.2 below.

2. Any party may terminate this MOU for any reason with ten (10) calendar day written notice to the other parties.
3. There are no renewals to this MOU. The Parties may, however, negotiate a contract to continue Eckerd Permanency Coaching as mutually agreed upon.
4. If mutually agreed to by the Parties, this MOU may be extended for up to six (6) months to accommodate the negotiation of a contract to continue services.

8. Compensation

Compensation for Eckerd Connects and Mindshare's services under this agreement will be provided by Casey Family Programs (under separate agreement) and CDHS through a purchase order.

9. Intellectual Property

1. All CCWIS/SACWIS data will be deemed and treated as Confidential Information of the Agency. All intellectual property rights in and to the CCWIS/SACWIS data will remain the sole property of the Agency. By making CCWIS/SACWIS data available to Providers, the Agency will grant, and hereby does grant, to Providers a limited, non-exclusive, royalty-free, fully-paid-up license for the term of this MOU to use the CCWIS/SACWIS data, but solely for the purpose of implementing Eckerd Permanency Coaching for the Agency, providing the Portal and related reports, and improving Eckerd Permanency Coaching.
2. All intellectual property rights in and to Eckerd Permanency Coaching, the Portal and its related software and documentation, the reports generated by the Portal, the Eckerd Connects training materials, the Eckerd Connects practice guide (including without limitation for all of the foregoing, all related inventions, processes, improvements, trade secrets, algorithms, works of authorship, trademarks and service marks (jointly "Pre-existing IP") is and will remain the sole property of the original owner (Eckerd Connects, its affiliate, Mindshare, and their licensors). All pre-existing IP will be deemed and treated as Confidential Information. Eckerd Connects and Mindshare will grant, and hereby does grant to the Agency, a limited, non-exclusive, royalty-free, fully-paid-up license for the term of this MOU to use their pre-existing IP, but solely for the purpose of implementing Eckerd Permanency Coaching for the Agency and subject to this MOU and the Portal Terms.
3. By using the Portal, Agency is agreeing to abide by, and to be bound by, the Portal Terms and any applicable laws (including, without limitation laws relating to privacy and personal identifying information relating to children).

10. Background checks and verification

At the sole discretion of the Agency, Providers may be subject to user background checks, depending on the information systems Providers accesses or types of data Agency provides. Providers must submit the required background check information to the agency in a timely manner, if requested.

11. HIPAA

Providers agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule (45 C.F.R. 160.103 and 164.501) are incorporated by reference into this agreement.

12. Governing Law, Venue, and Jurisdiction

This MOU will be governed by and construed in accordance with the laws of the State of Colorado, excluding any conflicts of laws, rule, or principle that might refer the governance or construction of this MOU to the law of another jurisdiction. The Parties agree that all disputes, claims, actions, or lawsuits between them, arising out of or relating to this MOU, or for alleged breach of this MOU, will be heard and determined by a Superior Court of the State of Colorado, or by any appellate courts which review decisions of those courts.

13. Entire Agreement

This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations between the Parties with respect thereto.

14. Confidentiality

Each Party agrees to maintain in confidence any information disclosed to it by, or discovered by it regarding, any other Party or Parties it knows or has reason to know is proprietary and/or confidential, including, without limitation, the terms of this MOU ("Confidential Information"). If the receiving Party becomes legally required to disclose Confidential Information, or any part thereof, the receiving Party shall give the disclosing Party prompt notice of such requirement. If the disclosing Party waives compliance with any of the terms of this Agreement or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the receiving Party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. This Section shall survive termination of this MOU.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties agree to the expressed terms.

Eckerd Youth Alternatives, Inc.

Colorado Department of Human Services (CDHS)

By: _____

By: _____

Name: Nicole Stroebel

Title: Controller

Name:

Title:

Mindshare Consulting Group, LLC

By: _____

Name: Gregory Povolny

Title: Chief Executive Officer

Exhibit A: (Sample for info only)

Client Portal Terms and Conditions

The following constitutes the terms and conditions under which Mindshare Consulting Group, LLC, d/b/a Mindshare Technology, ('Mindshare') offers the information, services and facilities of Mindshare. Please read the terms and conditions carefully, if you do not agree to any of the terms and conditions you must not use the site.

Client Portal Eligibility & Use

The Mindshare Portal is only available to Mindshare clients or clients authorized to use the portal by a Mindshare authorized provider. To become a user of and have access to the Portal, Mindshare requires that you register and provide Mindshare with accurate user information.

Acceptable and Lawful Use of Site by Authorized Users

All users represent and attest that the information they provided when registering as a user, and all information that they subsequently provide regarding themselves is true and accurate and not misleading.

Use of Site

You may not use any robot, spider or other automated means to access the Site or content or services provided on the Site for any purposes. You may not use any means to index the Site in a search engine. You may not post content on the Site that contains any viruses or other computer programming routines that are intended to damage or detrimentally interfere with any system, data or personal information. You shall not attempt to make the Site unavailable through denial-of-service attacks or similar means.

User Notifications

If you register as a user, you agree that Mindshare may send information, warning and alert notices, and other messages per your preferences, to you via e-mail at the e-mail address you provide when registering to become a user (or which you later update).

User Password and Login Identity

You are responsible for maintaining the confidentiality of your user password, and user name/login, and are fully responsible for all activities that occur under your profile/account with or without your knowledge. If you knowingly provide your user name and password information to another person, your user privileges may be suspended temporarily or terminated. You agree to immediately notify Mindshare of any unauthorized use of your user password, user name or any other breach of security.

Ownership and Intellectual Property

Other than content provided by the jurisdiction which includes the content presented in the dashboards, and other than supplemental review questions that may be configured and updated from time to time, Mindshare owns all rights to the intellectual property and material contained in this Site, and all such rights are reserved. Payments submitted to Mindshare is for Hosting and Use of the Mindshare Commercial Off the Shelf Software and Services; which includes configurations tailored for specific uses that are within the defined parameters of the service and that all aspects of the Host Service, including but not limited to the source code, dashboards, analytics and data science are proprietary and remain the sole property of Mindshare.

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