

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF CALIFORNIA AGENCY # 1  
AND  
STATE OF CALIFORNIA AGENCY # 2**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by State of California Agency #1 (Agency #1) and State of California Agency #2 (Agency #2), to allow for the sharing of confidential data between agencies. The sharing of this data is necessary to provide the services and resources required to meet the complex needs of children, families, and caregivers, to achieve continuous improvement across programs, and to make informed public policy decisions. This MOU provides authorization for the use of this confidential data only as detailed below in the Scope of Work section.

(A detailed description of the particular data sharing project should explain the specific need(s) for the data exchange, the objectives to be achieved, and the benefits that both agencies will receive from this collaboration, including how the disclosure of the information promotes the welfare of children and families. If Welfare and Institutions Code §10850 applies, the description must state how the disclosure of the confidential information is connected with the administration of public social services.)

**II. SCOPE OF WORK**

Describe the areas to be studied and how the data acquired will assist in the examination and analysis of the issues involved. The product or deliverables should be described. A summary timeline for all tasks and deliverables can be included. The scope should indicate what will happen, when it will happen and what will be delivered.

Both Agencies should describe the specific data that will be exchanged, how often the exchanges will be conducted, and the method of conveyance. A data dictionary should be provided if necessary. The set of security and confidentiality requirements for both Agencies will be referenced in this section. Both sets of security requirements will be attached to the MOU. Regulations specific to an Agency should be described. Each Agency may request additional information from the datasets, as needed, for special study purposes.

Agency # 1 shall provide the following data solely for the purposes specified above \_\_\_\_\_. The data provided include: an electronic dataset from the Agency # 1 databases.

Agency # 2 shall provide the following data solely for the purposes specified above \_\_\_\_\_. The data provided includes: an electronic dataset from the Agency #

1 databases.

### III. AGENCY # 1 RESPONSIBILITIES

- A. Agency # 1 will use the Agency # 2 confidential data for the requested years, as provided under the terms of this MOU only for the purposes specified above. The data are not to be used for personal gain or profit. Agency # 1 agrees to comply with the provisions of the Agency # 2 Confidentiality and Security Requirements, Attachment \_\_\_\_\_ of this MOU.
- B. Any publications resulting from, or related to the use of this data, must appropriately acknowledge Agency # 2 as the original source of the data.
- C. Agency # 1 will include a disclaimer that credits the respective agency authors for any analysis, interpretations, or conclusions reached. This will only be included if the MOU is with a university or non-profit. A suggested wording is:

“The findings reported herein were performed with the permission of Agency # 2. The opinions and conclusions expressed herein are solely those of the authors and should not be considered as representing the policy of the collaborating agency or any agency of the California government.”
- D. Agency # 1 will assure that technical descriptions of the data are consistent with those provided by Agency # 2.
- E. Agency # 1 will provide Agency # 2 with a pre-publication draft of any reports no later than 30 calendar days before publication. Agency # 2 shall respond within 14 working days to the pre-publication draft thereby allowing both departments the opportunity for resolution of any possible issues. Should Agency # 2 disagree with any part of the report, a disclaimer stating Agency # 2's disagreement must be included in the final published report, preferably located in the Executive Summary.
- F. Agency # 1 will not, under any circumstances, identify any person, household, or family, nor contact any individuals from any of the data files for any purpose other than those enumerated and described in the Purpose and Scope of Work of this MOU.
- I. Agency # 1 will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. Agency # 1 will immediately notify Agency # 2 in writing of a contact person change. The contact person shall be: \_\_\_\_\_.
- J. On an as needed basis, Agency # 1 will exchange a list of identifying information and relevant data fields to facilitate linking between the Agency # 2 sections and the Agency # 1 sections that are involved in the use and transmission of the data.

#### **IV. AGENCY # 2 RESPONSIBILITIES**

- A. Agency # 2 will use the Agency # 1 confidential data for the requested years, provided under the terms of this MOU only for the purposes specified above. These data are not to be used for personal gain or profit. Further, Agency # 2 staff agrees to comply with the provisions of the Agency # 1 Confidentiality and Security Requirements, Attachment \_\_\_\_\_ of this MOU.
- B. Any publications resulting from or related to the use of this data must appropriately acknowledge Agency # 1 as the original source of the data.
- C. Agency # 2 will include a disclaimer that credits the respective agency authors for any analysis, interpretations, or conclusions reached. This will only be included if the MOU is with a university or non-profit. A suggested wording is:

“The findings reported herein were performed with the permission of the Agency # 1. The opinions and conclusions expressed herein are solely those of the authors and should not be considered as representing the policy of the collaborating agency or any agency of the California government.”
- D. Agency # 2 will assure that technical descriptions of the data are consistent with those provided by Agency # 1.
- E. Agency # 2 will provide Agency # 1 with a pre-publication draft of any reports no later than 30 calendar days before publication. Agency # 1 shall respond within 14 working days to the pre-publication draft thereby allowing both Agencies the opportunity for resolution of any possible issues. Should Agency # 1 disagree with any part of the report, a disclaimer stating Agency # 1's disagreement must be included in the final published report, preferably located in the Executive Summary.
- F. Agency # 2 will not, under any circumstances, identify any person, household, or family, nor contact any individuals from any of the data files for any purpose other than those enumerated and described in the Purpose and Scope of Work of this MOU.
- G. Agency # 2 will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. Agency # 1 will immediately notify Agency # 2 in writing of a contact person change. The contact person shall be: \_\_\_\_\_.
- H. On an as needed basis, Agency # 2 will exchange a list of identifying information and relevant data fields to facilitate linking between the Agency # 2 sections and the Agency # 1 sections that are involved in the use and transmission of the data.

**V. TERM**

The term of this MOU is: \_\_\_\_\_.

**VI. GENERAL PROVISIONS**

- A. This MOU may be amended at any time by written mutual consent of all parties.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner.
- D. Dispute Resolution Process: If a dispute arises between Party 1 and Party 2, Party 1 must seek resolution using the process outline below.

Party 1 should first informally discuss the problem with the Party 2 program contract manager. If the problem cannot be resolved informally, Party 1 must direct the grievance, in writing, to the Party 2 program Branch Chief. The Branch Chief must make a decision within ten (10) working days after receipt of the written grievance from Party 1. Should Party 1 disagree with the Branch Chief, Party 1 may appeal to the appropriate Party 2 Deputy Director.

- E. This MOU is not effective until signed by both parties.

**VII. FISCAL PROVISIONS (if applicable)**

MOU# \_\_\_\_\_  
Dept. 1/Dept. 2

CALIFORNIA AGENCY # 2

By: \_\_\_\_\_  
Name and Title of signing staff

Date: \_\_\_\_\_

CALIFORNIA AGENCY # 1

By: \_\_\_\_\_  
Name and Title of signing staff

Date: \_\_\_\_\_