

## MEMORANDUM OF UNDERSTANDING

### Parties and Nature of Relationships between the Parties:

[REDACTED] is an inclusive organization of men, women and children joined together by a shared commitment to nurturing the potential of kids, promoting healthy living and fostering a sense of social responsibility.. [REDACTED] is a nonprofit, public health agency committed to providing quality, comprehensive health care in urban Boston neighborhoods, the South Shore and Cape Cod communities. [REDACTED] enters into this agreement with [REDACTED] as part of the Prevention and Wellness Trust Fund.

### Purpose of Memorandum of Understanding ("MOU"):

The parties come together as partners under the Massachusetts Department of Public Health Prevention and Wellness Trust Fund ("PWTF") grant [REDACTED] received to address chronic conditions in [REDACTED]. The goal of PWTF is to improve the health of people living with chronic conditions in [REDACTED] through enhanced care coordination, increasing patient and family education, and establishing clinical-community linkages. This MOU outlines the relationship [REDACTED] has with [REDACTED], and the responsibilities [REDACTED] and [REDACTED] have under this agreement.

Accordingly, [REDACTED] and [REDACTED] enter into this Memorandum of Understanding this 13<sup>th</sup> day of January 2015.

This Memorandum of Understanding sets forth the agreements of the parties as to their rights and obligations under the PWTF and does not interfere with any existing agreements that exist between [REDACTED] and [REDACTED].

- 1) Data sharing and Referrals: To further the clinical-community linkages goal of the PWTF, [REDACTED] and [REDACTED] will engage in case management and will refer people with chronic conditions for assistance, as appropriate following protocols developed by PWTF.
- 2) Responsibilities:
  - a) Responsibilities: [REDACTED] will host and facilitate Chronic Disease Self-Management (CDSMP) and YMCA Diabetes Prevention Program (YDPP) courses. [REDACTED] will receive referrals from [REDACTED] and be responsible for enrolling those referrals and sending a status update for each referral. [REDACTED] will designate a staff member to serve as a liaison to [REDACTED] for care management and coordination.
  - b) Clinical Partner Responsibilities: [REDACTED] will refer patients with chronic conditions to CDSMP or YDPP courses, as per established PWTF protocols. [REDACTED] will designate a liaison to [REDACTED] who will serve as the contact person for the coordination of case management, referrals and advocacy.



- 3) Communication between Partners: Designated [REDACTED] staff will be accessible to [REDACTED] by telephone and email during normal, weekday business hours. The [REDACTED] Clinical Liaisons will be available to [REDACTED] by telephone and email during normal, weekday business hours.
- 4) Data: [REDACTED] and [REDACTED] will work together to collect and share data throughout the course of the PWTF grant period. Program data will be reported following the confidentiality and data sharing protocols outlined below in paragraph 5.
- 5) Medical File Confidentiality: [REDACTED] shall comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") with respect to the Protected Health Information (PHI) and shall treat such information as confidential. [REDACTED] will take all reasonable steps to preserve the confidentiality of PHI. [REDACTED] will obtain a signed Authorization for Disclosure of PHI before referring a patient to [REDACTED] and will submit the documentation of disclosure with the referral. [REDACTED] will provide PHI to [REDACTED] upon the receipt and signing of YMCA's Authorization to Release Health Information.
- (a) Impermissible Disclosure of PHI: If an impermissible disclosure of PHI occurs, [REDACTED] agrees to inform [REDACTED], which provided such PHI of said disclosure, as soon as practicable after discovering the disclosure.
- 6) Program Evaluation: [REDACTED] and [REDACTED] will jointly develop evaluation protocols and engage in regular evaluation or program activities and outcomes as required by the PWTF. The parties to this agreement agree to share outcomes when feasible, with patient consent while safeguarding PHI.
- 7) No Partnership: This Memorandum of Understanding shall not create a partnership or joint venture between the parties. No party may act as agent for, or make any commitment (financial or otherwise) on behalf of, the other.
- 8) Indemnification: **Clinical**
- (a) Indemnification of [REDACTED]: The [REDACTED] shall indemnify and hold [REDACTED] harmless from all claims, costs or losses that arise out of [REDACTED]'s performance of this MOU, except to the extent that such Losses arise from the wrongful conduct of [REDACTED], its employees or agents or are covered by [REDACTED]'s commercial insurance policies.
- (b) Indemnification of the [REDACTED]: **CSO** [REDACTED] shall indemnify and hold the [REDACTED] harmless from all claims, costs or losses that arise out of [REDACTED]'s performance of this Agreement except to the extent that such Losses arise from the wrongful conduct of the [REDACTED] its

employees or agents or are covered by The Alliance of Massachusetts YMCA's commercial insurance.

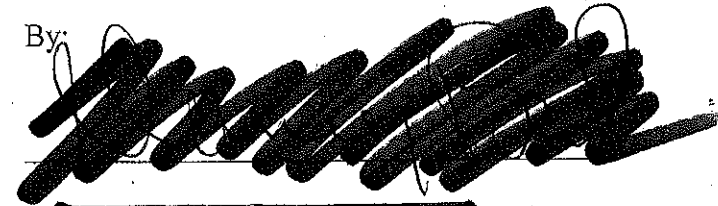
- 9) Term and Termination: The initial term of this Memorandum of Understanding shall be for one year from the date hereof and shall be renewable annually thereafter upon the written agreement of the parties. Either party may terminate this Memorandum of Understanding for any reason by providing thirty (30) days prior notice to the other party.

This agreement will expire on January <sup>31</sup>~~30~~, 2016

By:

  
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 President & CEO

By:

  
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