MEMORANDUM OF AGREEMENT

between

National Kidney Foundation of Michigan and Health System Partner

This Memorandum of Agreement (“MOA”) is made on the last date set forth below between the National Kidney Foundation of Michigan (“NKFM”), a Michigan nonprofit corporation and Health System Partner.

1. **Lead and Partner Organizations**

This MOA specifies the working relationship between the NKFM and Health System Partner. This MOA further provides the framework for cooperation between the NKFM and Health System Partner to offer up to 10 Diabetes Self-Management Program, Chronic Pain Self-Management Program, and general Chronic Disease Self- Management Program classes that will be offered to Health System Partner patients and community members. By signing this MOA, the NKFM and Health System Partner commit to executing the activities and providing the resources as detailed in this MOA.

1. **Project Activities**

The NKFM will provide program leadership for the CDSMP Suite-of-Programs (General, Diabetes, Chronic Pain) including data submission and reporting, ensuring program fidelity, upholding the protection of participants’ privacy and adherence to the Health Insurance Portability and Accountability Act (HIPAA) guidelines, maintaining program licensure, and conducting evaluation. NKFM will also provide ongoing leader education via webinar, technical support for virtual formats, and provide training opportunities for new leaders. NKFM will provide two trained leaders to conduct the Chronic Pain workshops that are scheduled by Health System Partner. NKFM will explore the feasibility of Health System Partner staff to become trained by NKFM to facilitate Chronic Pain Self-Management Program (training limitations exist during COVID-19 Pandemic). Health System Partner will be responsible for scheduling workshops, providing two trained leaders per workshop, coordinating logistics, recruiting participants and supporting the collection of participant demographic and evaluation data as requested by the NKFM.

1. Confidentiality of Health Information.

The parties agree that Supplier’s provision of the Services under this Agreement does not qualify Supplier as a “Business Associate” of the Health System Partner as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, (which act and regulations as amended, restated and superseded from time to time, are collectively referred to as “HIPAA”). Supplier will take all necessary steps to ensure Supplier Personnel do not seek or obtain access to protected health information created, maintained, or received by the Health System Partner. In the event the scope of Supplier’s Services changes or HIPAA changes (including governmental guidance offered on HIPAA) such that the Health System Partner concludes the Agreement must be amended or further documents executed to ensure the Health System Partner’s compliance with HIPAA, the parties agree to promptly take all actions necessary to ensure the Health System Partner compliance with HIPAA.

**Commitment of Resources**

Specific resources will be committed by the NKFM and Health System Partner to support the activities listed in this agreement as they apply to implementation of the CDSMP Suite-of-Programs.

The NKFM will:

* Provide program materials including *Living a Healthy Life* books, *Relaxation for Mind and Body* CD’s, data collection forms (via hardcopy or using secure HIPAA protected data management system), a complete set of workshop charts, program resources/handouts, and other supplies as applicable for workshop implementation.
* Mail program materials to participants enrolled in virtual workshops.
* Provide email templates with session resources and video-conference links to Health System Partner staff and/or send emails directly to participants on behalf of Health System Partner.
* Set up HIPAA secure mechanism for both data collection and administration of workshops that are provided virtually.
* Create marketing materials including customized flyers and brochures.
* Provide session zero (information session) for leaders and participants.
* Provide experienced leaders of Diabetes Self-Management Program, CDSMP or Chronic Pain workshop as substitutes to cover vacation or illness.
* Have a staff member serve as technical support and attend virtual workshops.
* Maintain program licensure and provide reporting required to Self-Management Resource Center (SMRC) on an annual basis.
* Provide oversight of program fidelity and mentoring of Health System Partner trained leaders
* Provide two experienced leaders to facilitate the Chronic Pain workshops (unless Health System Partner staff becomes trained).
* Investigate opportunities to train Health System Partner staff to facilitate Chronic Pain workshops.
* Retain responsibility for overall program and data management, monitoring, evaluation, and reporting of aggregate outcomes to Health System Partner and other agencies.

Health System Partner will:

* Reimburse NKFM for program oversight and support (of leaders, implementation, and data management) and leader compensation for time, as described in Appendix A. Payment to occur at the conclusion of the workshop(s) for payment of services rendered under this Agreement and in accordance with the fee schedule
* Comply with program requirements and uphold program fidelity as defined by the CDSMP Suite-of-Programs
* Recruit participants; pre-register participants as applicable
* Identify Health System Partner staff to attend Chronic Pain leader training (if available).
* Market and promote the workshops through email, flyers, newsletters, etc.

**IV. Reimbursement Schedule**

The NKFM will be reimbursed by Health System Partner at a rate of **$xxx per workshop** **for program oversight**; **$x,xxx per Chronic Pain** **workshop led by NKFM; and**, **$x,xxx for Chronic Pain leader training** as described in Budget: Appendix A – Appendix C. **The total reimbursement** **will not exceed** = **$xx,xxx**. Invoices will be submitted to Health System Partner by NKFM within four weeks following the last day of each workshop. Reimbursement to NKFM will be paid within four weeks of receipt of the applicable invoice.

**V. Term of Agreement**

This agreement shall be effective on May 18, 2020 and run through December 31, 2020. It is understood by both parties that at any time this agreement may be terminated without cause by providing thirty (30) days’ prior written notification from either party to the other.

**VI. Signatures**

**Health System Partner Medical Center**

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Date

**National Kidney Foundation of Michigan**

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Name, President and CEO Date

**Appendix A: CDSMP Program SUite - OVersight Budget**

**NKFM Licensed and Managed Sites: Cost per workshop**

The cost for Health System Partner to facilitate the CDSMP Suite-of-Programs workshops led by trained Health System Partner staff is **$xxx per 6-week workshop.**  This accounts for cost associated with licensure fee and ongoing direct program oversight and support from NKFM, including the following:

* administrative management
* materials distribution
* leader fidelity and mentoring
* data processing
* technical assistance
* evaluation
* reports
* back-up facilitation

**Books and CDs: Cost per workshop [In-Kind for 2020]**

There is a cost of $30 for participant book and cd [$21 per book; $9 per CD]. This cost is **not** included in the above figure for the current contract. NKFM is able to provide the books and CDs as in-kind to Health System Partner during calendar 2020 with support from external grant funds.

**Appendix B: ChRonic PAIN SELF-MANAGEMENT PROGRAM bUDGET**

**Chronic Pain Workshop Budget - Distance-Learning Program Delivery**

**May 2020**

Assume: 10-12 participants and 2 leaders

|  |  |  |  |
| --- | --- | --- | --- |
| **Chronic Pain Self-Management Program Workshop Description / Costs** | **Total Cost Per**  **Workshop** | **Health System Partner Cost Per Workshop** | **Other Grant Funds Per**  **Workshop** |
| Coordination of Workshop (time/location), Recruitment of Participants |  |  |  |
| Workshop Leaders: 2 leaders (staff and community member) @ 6 workshop sessions; 1 info session |  |  |  |
| Workshop Technical Assistance: 1 leader @ 6 workshop sessions; 1 info session |  |  |  |
| Program administrative support, evaluation, fidelity |  |  |  |
| *Healthy Living* Books: 12 participants  Relaxation CDs: 12 participants |  |  |  |
| Workshop Supplies |  |  |  |
| Snacks for participants |  |  |  |
| Mileage for leader |  |  |  |
| Printing of workshop supplies and mailing of program materials (book, handouts, certificate, CD) to participants |  |  |  |
| Total cost per workshop |  |  |  |

**Appendix C: Chronic Pain Cross-Training BUdget**

**Cross Training Budget– Distance-Learning Program Delivery**

**May 2020**

Assume: 2 Master Trainer; 8 trainees

|  |  |  |
| --- | --- | --- |
| **CHRONIC PAIN Cross-training / Costs** | **Total Cost Per**  **Workshop** | **Health System Partner Cost Per Workshop** |
| Master Trainer: 2 Certified Master trainers for 2 day cross training (includes prep^) |  |  |
| Leader manuals x $30 per manual |  |  |
| Training supplies |  |  |
| Snacks for leaders |  |  |
| Mileage for Master trainers |  |  |
| *Healthy Living* Books: 10 participants  Relaxation CDs: 10 participants |  |  |
| Printing of training supplies and mailing of program materials (book, handouts, certificate, CD) to trainees |  |  |
| Total cost per workshop |  |  |

^Includes planning and preparation time plus administrative for copying