

Memorandum of Understanding: State CDSMP Licensure

This **Memorandum of Understanding (MOU)** is made as of the _____ 201_,
by and between **Elder Services of the Merrimack Valley, Inc.** (hereafter known as “**ESMV**”),
located at 280 Merrimack Street, Suite 400, Lawrence, MA 01843 and
_____, located at _____
(hereafter known as “**Sub Contractor**”).

SECTION I. Terms

1. This MOU forms an agreement between ESMV and Subcontractor as it relates to usage of the Massachusetts State License to implement the following programs:
 - (A) Stanford Docket #S02-117 “Chronic Disease Self-Management Program;”and,
 - (B) Stanford Docket #S05-238 “Tomando Control de Su Salud, Spanish Chronic Disease Self Management Program (Spanish CDSMP);”and,
 - (C) Stanford Docket #S05-286 “Curso de Manejo Personal de la Artritis (Spanish Arthritis Self-Management Programs);”and,
 - (D) Stanford Docket #S05-287 “Positive Self-Management Program” a workshop for people with HIV; and,
 - (E) Stanford Docket #S06-294 “Pain Self-Management Program” developed in conjunction with Dr. Sandra LeForte; and,
 - (F) Stanford Docket #S06-436 “Tomando Control de Su Diabetes” a Spanish Diabetes Self-Management workshop; and,
 - (G) Stanford Docket #S09-131 “Small Group Diabetes Self-Management Workshop;” and,
 - (H) Stanford Docket #S09-132 “Small Group Arthritis Self-Management Workshop” and,
 - (I) Stanford Docket #S14-062 “Cancer Thriving and Surviving small group”

2. Subcontractor agrees to use the Program(s) for its internal educational and research purposes. Internal educational purposes are limited to:

- a. Workshops given by Subcontractor employees and volunteers.
- b. Leader's training given by Subcontractor's employees and volunteers.

Subcontractor may not use the Program(s) except as expressly described in this agreement.

3. The term of this permission will be for three years from the effective date of the Agreement.

4. Subcontractor agrees to submit data to ESMV detailing subcontractor's dissemination of the Programs.

- a. Specifically Subcontractor will report the number of workshops given by Program(s), the dates of the workshops and the number of attendees and completers for each workshop.
- b. If Subcontractor has trained any Leaders, Subcontractor will also submit the number by Program(s) of leader trainings they have held, the dates of the trainings, the numbers of leaders trained in each workshop and how many of the trained leaders are active (teaching workshops).

5. Subcontractor can only reproduce and distribute the Program for the sole purpose of administering the Program for internal educational purposes. All training materials and manuals that are produced must include the following notice on the inside cover: "©Stanford University 1980-2009. All rights reserved. All or portions of this material include copyrighted materials belonging to Stanford University. To obtain a license please contact the Stanford Patient Education Research Center." All Program materials must display the following subtitle "An Evidence-Based Self-Management Stanford Workshop developed at Stanford University." Any other use of the Program(s) in whole or part is prohibited.

6. All organizations must implement the programs in accordance with Stanford University (Stanford) guidelines. Subcontractor may not create derivatives of the Program(s) without the express written permission of Stanford. Subcontractor may not otherwise commercially exploit the Program(s) or any material derived from or based upon the Program(s).

7. Subcontractor agrees to contact ESMV and Stanford for permission to reproduce or distribute the Program(s) or any material derived or adapted from the Program(s) for any use not specifically granted in this Agreement.

8. If Subcontractor wants to collaborate with another organization to offer training, Program materials, or any other use of the Program(s), Subcontractor should contact ESMV to ensure that the intended use is permitted and the organization has been licensed.

In addition to the above, ESMV Agrees To:

1. Provide ongoing technical assistance and support to Leaders and partners
2. Maintain the CDSME Statewide Database of Leaders and follow protocol for protecting confidentiality
3. Maintain the CDSME Statewide Calendar
4. Serve as a clearinghouse for ordering books and CDs at a discounted rate
5. Facilitate Massachusetts Statewide Coalition Meetings and share information pertaining to program changes, developments and resources
6. Provide approved marketing materials and sample forms
7. Participate in projects which seek to explore program reimbursement and sustainability
8. Make licensure scholarships available as funding allows
9. Coordinate the data collection and evaluation process and provide necessary training
10. Adhere to the license agreement as set forth by the Stanford University Patient Education Center

In addition to the above, Subcontractor Agrees To:

1. Seek technical assistance and support as necessary
2. Complete the Partner and Leader Contact Information Survey on an annual basis
3. Post all Participant Workshops and Leader Trainings to the Statewide Calendar and work collaboratively with the State Leadership Team with regards to planning Leader Trainings
4. Make every effort to conduct a minimum of 2 Participant Workshops per calendar year with the first one for each new Leader being scheduled within 30 days after completing their Master Trainer or Group Leader Training
5. Whenever possible, support other partners by providing backup Leaders as needed for both Participant Workshops and Group Leader Trainings
6. Whenever possible, participate in the Massachusetts Statewide Coalition or a Regional Coalition
7. Use approved marketing materials and refer to the program by its branded name: *My Life, My Health, Chronic Disease Self- Management Program*
8. Seek funding sources as necessary
9. Complete and return data collection and evaluation forms within 30 days of completing a Participant Workshop
10. Adhere to the license agreement as set forth by the Stanford University Patient Education Center

SECTION II. TERM OF AGREEMENT

The term of this Agreement shall be in effect from _____201_ to July 19, 2018 unless otherwise terminated or suspended under the following conditions:

- 1) **Without Cause:** Either party may terminate this Agreement by giving written notice to the other party at least sixty (60) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed upon in advance by the parties.

- 2) **For Cause:** If, in the opinion of ESMV, the Sub Contractor fails to fulfill its obligations, ESMV may terminate this Agreement by giving written notice to the Company at least thirty (30) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of ESMV.

Emergency: ESMV may terminate or suspend this Agreement by providing written notice to the provider stating the grounds for ESMV's action, in the form of a fax, email, telegram, mailgram, hand carried letter, or other appropriate written means, if ESMV determines that immediate action is necessary to protect state and/or federal funds or property or to protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the Sub Contractor. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from ESMV specifying requisite action(s) by the Sub Contractor to remove the suspension, a proposed timetable for meeting those requirements and a description by ESMV of allowable activities and costs, if any, during the suspension period. Failure by the Sub Contractor to remedy the stated deficiencies according to the timetable prescribed ESMV shall be cause for immediate termination.

SECTION III. INDEMNIFICATION

ESMV shall indemnify and hold harmless Sub Contractor from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to Sub Contractor's obligations pursuant to this Agreement, except to the extent attributable to the gross negligence or willful misconduct of Sub Contractor.

Sub Contractor shall indemnify and hold harmless ESMV and its agents, representatives, officers and employees and each of them, from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to ESMV's obligations pursuant to this Agreement, except to the extent attributable to the gross negligence or willful misconduct of ESMV or its agents, representatives, officers or employees.

These provisions shall survive the termination of this Agreement and the completion of the parties' duties under this Agreement.

SECTION IV. HIPAA AND PERSONAL INFORMATION

The Sub Contractor shall protect health information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to 45 CFR Section 164.501. Sub Contractor shall agree to sign ESMV's HIPAA Business Associate Agreement as part of this contract.

IN WITNESS WHEREOF, the parties hereto, have duly executed this Agreement as of the day and year first written above.

Elder Services of the Merrimack Valley

Sub Contractor

By: _____

By: _____

Name: William Chrisemer

Name: _____

Title: Director of Finance

Title: _____

Date: _____

Date: _____