**MEMORANDUM OF UNDERSTANDING**

**between**

**Main Street Community Organization**

**and**

**Broad Street Community Organization**

**Organizational Background**

WHEREAS, Main Street Community Organization (MSCO)is a 501(C)3 located in the state of Maryland, whose mission is to enable people to live independently at home through the provision of nutritious meals, personal contact, and related services. MSCO provides home delivered meals, and other services critical to optimizing health and living safely and independently at home in the community, to aging and disabled individuals in Maryland.

WHEREAS BroadStreet Community Organization (BSCO) is one of the oldest Area Agencies on Aging located in the state of Maryland whose mission is to help older adults live with independence and dignity in their homes and communities through Elder Rights, Caregivers, Nutrition, Health & Wellness, and Supportive Services.

 WHEREAS, Connect Health Information Exchange (Connect) is a regional health information exchange (HIE) serving Maryland and five other states through shared services partnerships.

WHEREAS, MSCO (individually each a “Party” and collectively, the “Parties”) and BSCO have entered into a Memo of Understanding executed on July 17, 2024. .

NOW, THEREFORE, The Parties hereby agree as follows.

**Statement of Purpose**

***Main Street Community Organization***, Inc. will partner with BSCO to share client data for the purpose of mapping, transformation, and submission of MSCO client data to Connect for analysis, reporting, and evaluation purposes.

**Use of Confidential Information; Non-disclosure**

BSCO acknowledges that in connection with the Services, it will have access to confidential data provided by MSCO, herein referred to as the “Partner”. BSCO shall not use or disclose any individual information about Confidential Information provided by the Partner without the written consent of the client, or client’s attorney or legal guardian, except for the purposes of rendering Services during the agreement period, or when required by law to do so. BSCO will use HIPAA compliant technology when handling client data.

The requirements under this Agreement to maintain the confidentiality of the Confidential Information will not expire, even after the term of this Agreement has ended and/or BSCO has ceased performing Services.

For purposes of this Agreement, “Confidential Information” shall mean client contact, response, and applicable information. Confidential Information shall not include information that BSCO can demonstrate was (a) already known to BSCO at the time of disclosure (b) in the public domain or available to the public (c) made available to BSCO by third-parties, or (d) independently developed by BSCO.

**Breach:** BSCO shall notify MSCO of any Breach of Unsecured Protected Health Information within twenty-four (24) hours of discovery of the Breach, unless BSCO needs more time to investigate, in which case BSCO shall have a total of, but in no event more than, thirty (30) calendar days from BSCO’s discovery of the Breach to notify MSCO.

**Termination:** Either Party may terminate this Memorandum of Understanding at any time upon minimum of four weeks’ written notice to the other Party.

**Effect of Termination**: Termination or expiration of this Agreement shall automatically terminate all services provided, and licenses granted, by the Parties hereunder. Within thirty (30) days after the termination or expiration of this MOU, each Party shall return to the other, or at such party’s direction destroy, and certify to such party in writing that the original and all copies, in whole or in part, of the other Party’s Confidential Information have been returned or destroyed.

**Non-Exclusivity:** Nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other person or entity on either a limited or general basis while this Contract is in effect.

**Independent Contractor:** Each Party is an independent contractor and neither Party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither Party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Contract shall be construed to establish a relationship of co-partner or joint venture between the Parties.

**Indemnification**: Each party (“Indemnifying Party”) shall indemnify the other (“Indemnified Party”), from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from negligent acts or omissions of the Indemnifying Party or its employees.

**Entire Agreement:** This Agreement embodies the entire agreement between Parties. No oral agreements with any officer, agent, or employee of the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement may only be amended or modified in writing signed by an authorized representative of the Parties.

**Counterparts:**  This MOU may be executed by each party, separately, and when each party has executed an original thereof, such copies taken together shall be deemed to be a full and complete contract between the Parties.

**Compliance with Laws and Policies**. Each Party agrees that it, and its employees and agents, will comply with all applicable laws and policies of the other party in the performance of obligations under this Agreement. Each Party will make the other aware of applicable policies and provide them in writing upon request.

**Advertising**. Neither party shall refer to the other or its affiliates, employees or agents in any advertising or public statements without prior written approval. Neither party shall use the other's trademarks, copyrights or other proprietary rights without the prior written approval of the other.

**Assignment and Successorship**. Neither party shall assign the Agreement, or any part, without the other’s prior written consent that shall not be unreasonably withheld. This Agreement shall be binding on the corporate successors of the parties.

**Governing Law**. This Agreement is made and shall be construed in accordance with the laws of Maryland, except choice of law rules that would require the application of the laws of any other jurisdiction. Each Party agrees that any legal action, suit, or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in a Maryland federal district court or appropriate Maryland state court.

**Confidentiality**- The terms and conditions of this agreement are confidential. Each Party agrees not to disclose any documentation or information of any kind or nature with individuals outside of this Agreement without the express written consent of the other Party.

**Severability**: Should any provision of this MOU be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland the parties intend that the remaining pro-visions of this MOU shall nevertheless continue in full force and be binding upon the parties.

**THIS AGREEMENT,** made this \_\_\_\_\_\_ day of, by and between Main Street Community Organization and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, the Parties have affixed their hands and seals the day and year first above written.

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| Main Street Community Organization  |  | Broad Street Community Organization |
|  |  |  |
| Name (printed) |  | Name (printed) |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Date |  | Date |