Memorandum of Understanding
Between
Massachusetts Association of Public Health Nurses
And
Massachusetts School Nurse Organization

The Massachusetts Association of Public Health Nurses ("MAPHN") and the Massachusetts School Nurse Organization ("MSNO") recognize the benefits of a collaborative relationship between the two organizations to share educational expertise and population health based resources during public health emergencies including the COVID-19 Pandemic of 2020.

Both organizations recognize the importance of maximizing resources and experience within the Massachusetts nursing workforce. Both organizations share similar goals and objectives for their populations during health emergencies. A direct alliance between the two organizations promotes nursing clinical and technical expertise and readily available resources during public health emergencies.

MAPHN and MSNO have participated in emergency planning for their populations and both have participated previously in large scale surveillance and vaccine administration programs. Each party is dedicated to population-based health and safety.

Under the terms of this Memorandum of Understanding ("MOU"), the parties agree as follows:

1. **Projects** - The parties may agree to specific projects from time to time to undertake in collaboration with one another or separately ("Projects"). As each Project is agreed to, the parties will describe in writing the goals of the Project, the financial and other responsibilities of each party, and any other relevant details. Each written description will be signed by a representative of each party and attached to this MOU as "Appendix 1," "Appendix 2," "Appendix 3" and so forth. The Appendices may be amended in writing if required, and the amended language will be initialed by the parties to document their agreement.

2. **Confidentiality** - In anticipation of and/or during the course of the Project(s), each party may provide the other with or the other may obtain access to "Confidential Information," which will mean any (a) non-public information about the party (tangible or intangible), or about third parties, that is specifically identified as confidential or that the receiving party knows or should know is regarded as confidential, and (b) personally identifiable
information about current or former persons associated with the disclosing party ("Personal Data"). A receiving party (i) will use reasonable care to protect the security of the disclosing party’s Confidential Information; (ii) will not use such Confidential Information for any purpose other than the performance of the Project(s); (iii) will not at any time during or after the term of this MOU disclose Confidential Information to any person except with the disclosing party’s prior written consent (except as otherwise required by law in which case the receiving party will, unless prohibited by law, notify the disclosing party prior to such disclosure); and (iv) will immediately notify the disclosing party upon learning of any breach in the security of the Confidential Information. All Confidential Information will remain the property of the disclosing party.

At any time on the disclosing party’s request and in any case upon termination or expiration of this MOU, the receiving party will return all documents containing Confidential Information to the disclosing party, and delete all electronic files and records containing Confidential Information, provided that the receiving party may retain records containing Confidential Information as reasonably necessary solely for archive purposes or for legal compliance on the condition that such records shall continue to be subject to the provisions of this Confidentiality Section and any Personal Data in such records will be deleted or redacted.

3. **Data Protection** - Each party will comply with all applicable “Data Protection Laws” and take any steps requested by the other party in order to enable the latter to comply with any obligations applicable under such laws. For the purposes of this Section, “Data Protection Laws” means all applicable laws, standards and regulations governing the processing of personal information, as may be amended or enacted from time to time, including but not limited to the U.S. Health Insurance Portability and Accountability Act (HIPAA) and any guidance issued by any standards authority or government regulator or authority established in a particular jurisdiction that govern the processing of personal information.

4. **Limitation of Liability** - Each party will be responsible for its own acts and omissions and the results thereof and will not be responsible for the acts or omissions of the other party or the results thereof. Each party agrees that it will assume all risk and liability for itself, its agents, and employees, for any bodily injury to persons, damage to property, or other types of damage resulting from the acts or omissions of that party, its agents and employees pursuant to this MOU.

In no event will either party be liable to the other for any indirect, incidental or consequential damages or lost profits arising out of this MOU, even if a party has been advised of the possibility of such damages.

5. **Insurance** – Each party will maintain at all times during the term of this MOU, at its sole expense, adequate insurance, in sufficient amounts, to cover its own obligations and liability exposure.
6. **Specific Expenditures and Actions** - Each party will bear the costs of its participation in any Project(s) agreed to under this MOU and nothing in this MOU will obligate either party to make specific expenditures of resources or to take specific actions unless both organizations agree to such expenditures as documented in advance in an attached Appendix.

7. **Independent Parties** - Neither party may act for, on behalf of, or in the name of the other party, and neither party is authorized to incur any obligations or expenses on behalf of the other. Each party will be solely responsible under all applicable laws for any taxes, benefits payments and/or contributions required with respect to its employees or agents and any licensing fees. Neither party will use the names, logos, service marks, trademarks, or other intellectual property of the other party in any manner or medium whatsoever, including without limitation in any statement or release to the public or any third party, without the prior written consent of such other party for each use.

This MOU constitutes the entire agreement between the parties with respect to the Project(s) and their collaborative response to the COVID-19 Pandemic of 2020. The Presidents of MSNO and MAPHN will evaluate the need to modify this MOU at any time, and will sign any amendment agreed upon. These Presidents are duly authorized to sign this MOU and to make decisions as contemplated herein on behalf their respective organizations. This MOU will continue until either the COVID-19 Pandemic or COVID-19 Massachusetts Public Health Emergency is revoked.

Approved By:

Ruth Mori MSN, RN  
President MAPHN

Jenny M. Gormley DNP, RN, NCSN  
President MSNO

June 8, 2020  
Date

June 13, 2020  
Date