

Memorandum of Understanding between City of Milwaukee and Partner Agency for Distribution of Water Filtration Devices

This Memorandum of Understanding (“MOU”) by and between the City of Milwaukee, a municipal corporation, acting through its Health Commissioner (“City”) and [name of PA here] (“Partner Agency” or “PA”) is effective as of the ____ day of _____, 2016.

I. Purpose. The purpose of this MOU is to memorialize the terms under which PA will distribute [insert #] lead (pb) filtration devices (“Filtration Devices”) at no charge, to eligible households within the city of Milwaukee verified as having a connection to the public water supply via a lead water service line (“LSL”). In entering into this MOU, City and PA recognize the need to promote the prevention of exposure to environmental lead hazards in the city of Milwaukee and educate the community about filtration as a way to reduce lead levels in water.

II. City Responsibilities. City shall:

1. Deliver [insert #] Filtration Devices to PA’s facility(ies) in coordination with PA.
2. Provide PA with a list of addresses of residential properties served by LSLs.
3. Identify City primary contact person for PA.
4. Update PA on any relevant changes to program or contact persons.
5. Provide technical assistance for questions related to filters or lead in water by directing people to Milwaukee Health Department Division of Disease Control and Environmental Health at 414-286-3521.
6. Provide PA with distribution protocols, educational materials, and the questionnaire for Filtration Device distribution (“Questionnaire”) in the same format as the form attached to this MOU as Exhibit A, provided that if PA fails to either certify that it is a “covered entity” under HIPAA or to deliver a HIPAA Business Associate Agreement pursuant to, and defined in, Paragraph 10, then City shall provide PA with a substitute Questionnaire that does not provide for collection or maintenance of any Protected Health Information (as defined in HIPAA).

III. PA Responsibilities. PA shall:

1. By [insert date], distribute the Filtration Devices at no charge, to eligible households within the city of Milwaukee verified as having a LSL. PA will distribute the Filtration Devices according to the terms of this MOU and within PA’s existing community networks via a combination of fixed sites, direct client visitation and agency-sponsored community events.
2. Make the Questionnaire available for all potential recipients.
3. Verify the presence of the LSL at the recipient property through use of City website or other designated database system and document the address to minimize duplicate distribution to the same address.

4. Identify PA's primary contact person.
5. Provide City with all requested reports and documentation on a weekly basis, information on quantity and type of Filtration Devices distributed, related residential addresses, and whether any filters were returned or are missing.
6. Develop and share with City security protocols to ensure filters are stored in a controlled and secure location within PA's facilities.
7. Update City on any relevant changes to program or contact persons.
8. Agree to provide and document the provision of City-approved educational packet containing FAQ about filters, Lead in Water brochure, and information about residential and environmental lead hazards.
9. Adhere to all confidentiality regulations as set forth in state and federal law and therefore not disclose information on City eligible families to third parties.
10. Comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder. In order to document compliance with any applicable HIPAA provisions and related federal regulations, PA shall either (a) certify to the City that it is a "covered entity" under HIPAA or (b) enter into a HIPAA Business Associate Agreement that is acceptable in form and content to the City Attorney, or, in the event that PA is unable to deliver such an agreement to ensure compliance with HIPAA requirements, any Protected Health Information (as defined in HIPAA) that is collected in connection with the performance of this agreement shall be collected and maintained solely by the City of Milwaukee Health Department.
11. Assume all risks of injuries or damages to persons or property arising out of PA's performance or failure to perform the provisions of this MOU, including any HIPAA breaches or violations. PA agrees to indemnify and hold harmless the City, its agents and employees from any and all suits or actions brought against them, or any of them, based on any such alleged injury or damage, except for loss caused by direct or negligent action or omission of the City, its agents or employees, and pay all damages, costs, and expenses (including reasonable attorney's fees) in connection therewith.

IV. General Provisions.

1. PA understands that City is bound by the Public Records Law, and as such, all of the terms of this MOU are subject to and conditioned on the provisions of Wis. Stat. §§ 19.31–.39. PA acknowledges that it is obligated to assist City in retaining and producing records that are subject to the Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this MOU.
2. This MOU shall remain in effect until terminated by either party upon 24-hours' written notice or until PA provides written notice that all Filtration Devices have been delivered according to the terms of this MOU, whichever occurs sooner. Any

Filtration Devices remaining in PA's possession upon notice of MOU termination must be returned to City.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date written above.

Bevan K. Baker, FACHE
Commissioner of Health
City of Milwaukee Health Department

Date

[name, title of signing official here]
[name of PA here]

Date

1084-2016-2190:234826