

## **COVID-19 DATA SHARING MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU" or "Agreement") is made this 22nd day of April, 2020 by and between the City of Worcester, a municipal corporation with an address of 455 Main Street, Worcester, Massachusetts, 01608 (hereinafter, "City") acting by and through its Executive Office of the City Manager, and its Department of Health & Human Division of Public Health, and UMass Memorial Medical Health Care, Inc., with a principal address of One Biotech Park, 365 Plantation Street, Worcester, Massachusetts, 01605 (hereinafter, "UMMHC", and with City collectively referred to as "Parties").

WHEREAS, on March 10, 2020, Governor Charles D. Baker, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared a state of emergency in the Commonwealth of Massachusetts due to the outbreak of the 2019 novel Coronavirus ("COVID-19"); and

WHEREAS, on March 15, 2020, Edward M. Augustus, Jr., city manager of the city of Worcester, by virtue of the authority vested in him by the city charter to act as the chief conservator of the peace within the city, and pursuant to Article Seven, Section 8 of the Worcester Revised Ordinances 2015, Part Two, declared that a state of emergency exists in the entire city of Worcester due to COVID-19; and

WHEREAS, the City has developed a COVID-19 case tracker that aggregates information about COVID-19 patients including, but not limited to, address, age, race, ethnicity, date of positive test result, whether a patient is still in isolation or quarantine, and if a patient is deceased; and

WHEREAS, the UMMHC Office of Clinical Integration, as part of its mission aggregates, assembles, stores, analyzes, and reports on health issues and their impact and effect on the public; and

WHEREAS, the City desires to share with UMMHC the City's COVID-19 case tracker and other COVID-19 data compiled by the City so that UMMHC may support the analysis of such data and the public health response to the COVID-19 pandemic (the "Project"), and UMMHC desires to assist in the Project.

NOW, THEREFORE, the Parties agree as follows:

### **I. Term**

This Agreement shall be effective from the date first set forth above and shall end on December 31, 2020 or the sooner termination of the COVID-19 state of emergency declaration. Either Party may terminate this Agreement upon 30 days written notice to the other Party. The term of this Agreement may be extended by written amendment.

### **II. Obligations of the Parties**

1. The Parties agree to collaborate to develop procedures and best practices to share personal and analytical data obtained from the testing and treatment of suspected and confirmed COVID-19 patients. Obligations set forth in this Agreement shall be subject to the following limitation: The City shall obtain any consents necessary to present personal health information in accordance with any applicable state or federal regulations. In no event shall either Party be required to comply with any obligation of this Agreement which conflicts with its own policies with respect to confidentiality or compliance with HIPAA regulations or any other law or regulation. The Parties agree that participation in the Project will involve the following activities:
  - a. Representatives of each Party shall communicate through e-mail and phone calls, and respond in a timely manner.
  - b. To the extent permitted by law, and only to the extent necessary for effective initial referral, and only to the extent permitted by each Party's policies and procedures, the Parties may supply identifying information such as names, dates of birth, and contact information of individuals that the Party has identified as having COVID-19 symptoms or suspected exposure to a person known to be infected with the COVID-19 virus.
  - c. After initial referral Parties shall not use any personally identifying information to refer to said individuals. This limitation shall pertain to all communications between the Parties including but not limited to discussions, emails, and phone calls.
  - d.

### **III. Confidentiality**

The Parties shall, and shall cause its representatives involved in the Project to, maintain information regarding individual cases in strict confidence as required by law including but not limited to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA"), and shall also maintain data security policies and procedures in compliance with all federal and state laws and regulations, including, but not limited to the Massachusetts Data Protection Regulations. The Parties agree that, as a result of their activities under this MOU, they and/or their employees, representatives, contractors and subcontractors, subconsultants, and/or agents ("Holders") may be and become "Holders" of "Personal Data" as such terms are defined by M.G.L. Chapter 66A, Section 1, and that information containing any such personal data will be placed in a system which reasonably assures the confidentiality of the personal data. In its use and maintenance of personal data the Parties shall not disseminate or publish any data provided (except to the Parties' designated officers and employees in the ordinary course of business) without the informed consent of the data subject, unless required by or as permitted by law. The Parties further agree that, upon written request from the other Party, any such data collected shall be either returned to originating Party or destroyed, provided, however, that the Parties may retain a copy of such tangible information for compliance and/or archival purposes. The requirements of this section shall remain in effect as long as the Holders retain Personal Data obtained pursuant this MOU. The Parties' responsibilities under this section shall survive the expiration or termination of this MOU.

In the event of unauthorized disclosure of Personal Data by UMMHC, UMMHC must notify the



City within five business days.

#### **IV. Public Records**

The Parties shall remain cognizant of the public records obligations of the City and Commonwealth as public entities, including the Secretary of the Commonwealth's determination that email is a public record.

#### **V. Insurance**

Each Party shall either be self-insured or maintain appropriate levels of insurance including professional liability, commercial general liability, worker's compensation, and automobile liability.

#### **VI. Multiple Counterparts**

This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes). The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon so long as such signature page is attached to any other counterpart of this Agreement identical thereto except having additional signature pages executed by the other parties to this Agreement attached thereto.

#### **VII. Photocopies and Scans**

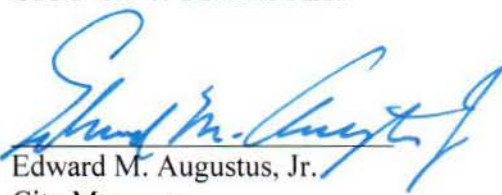
A photocopy or electronic scan of this executed Agreement shall be as valid, binding, and effective as the original Agreement.

#### **VIII. Applicable Law**

This MOU shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement the day and year first above written.

**CITY OF WORCESTER**

  
Edward M. Augustus, Jr.  
City Manager

**UMASS MEMORIAL HEALTH CARE, INC.**

John Greenwood (Electronically Signed)

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John Greenwood  
SVP of Population Health

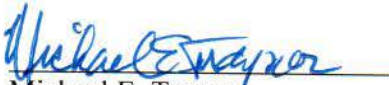
Recommended:

Department of Health and Human Services

A handwritten signature in blue ink, appearing to read "Matilde Castiel MD", written over a horizontal line.

Matilde Castiel, M.D.  
Commissioner

Approved as to form:

A handwritten signature in blue ink, appearing to read "Michael E. Traynor", written over a horizontal line.

Michael E. Traynor  
City Solicitor