

Memorandum of Understanding

Among

The Board of Commissioners of Tippecanoe County,

Purdue University and

One-to-One Health, Inc. (d/b/a the Protect Purdue Health Center)

Date: August ____, 2020

This Memorandum of Understanding (“MOU”) is entered into among (i) Tippecanoe County, Indiana, acting by and through its Board of Commissioners and the Tippecanoe Health Officer (hereafter referred to as “County”), (ii) The Trustees of Purdue University (hereafter referred to as “Purdue”), and (iii) One-to-One Health, Inc. d/b/a the Protect Purdue Health Center (“PPHC”). In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

I. PURPOSE

The purpose of this MOU is to establish a public health collaboration among County, PPHC and Purdue through which Purdue and PPHC will be authorized by the County: (i) to perform certain contact tracing activities on students, faculty, and staff who live, study and/or work on Purdue’s campus in West Lafayette or on other Purdue property in Tippecanoe County (collectively, the “Purdue Community”), and (ii) to refer to the County all High-Risk Contacts (as defined herein) who are not members of the Purdue Community but who have been present on Purdue’s campus or property, and who, in each case, are believed or suspected to have been exposed to COVID-19. Purdue and PPHC shall coordinate and act on the behalf of the County when conducting these activities in accordance with the terms of this MOU.

II. TERM OF AGREEMENT

This MOU shall become effective August 15, 2020, and terminate on August 14, 2021. This MOU may be extended prior to the termination date or renewed after the termination date upon mutual agreement of the parties.

III. PROVISIONS

A. In the spirit of the parties’ mutual collaboration and cooperation to advance the above-described purpose, the County shall:

1. Permit Purdue and PPHC to perform contact tracing on members of the Purdue Community who reside in Tippecanoe County, including on Purdue’s West Lafayette campus.
2. Upon receipt of the list described in Paragraph III.B.2. of this MOU, provide comprehensive contact tracing notifications and other related services to those High Risk Contacts (as defined herein) who are not members of the Purdue Community. Such notifications and services shall be consistent with those provided by the County to residents of Tippecanoe County generally. The parties do not intend this provision to require a different level of notification or service by the County for individuals identified under this provision.

3. Provide a mechanism to receive and share contact tracing data.
 4. Safeguard and protect the confidentiality of Purdue Community members and their protected health information by adhering to all laws, regulations, and County policies related to data or information acquired from Purdue or otherwise through contact tracing, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and the regulations promulgated thereunder.
 5. Provide orientation on how to interact with the County on contact tracing as resources allow.
 6. Provide orientation on the County’s contact tracing requirements.
 7. Conduct periodic evaluations of the contact tracing activities conducted by Purdue to verify that all specified functions are being completed accurately, timely, and in compliance with County requirements.
 8. Provide review and guidance assistance, when requested by Purdue, for activities relating to contact tracing activities and outbreak management.
- B. In the spirit of the parties’ mutual collaboration and cooperation to advance the above-described purpose, Purdue and PPHC shall:
1. Conduct an initial contact tracing interview and identify all individuals within the Purdue Community with whom a COVID-positive member of the Purdue Community is believed or suspected to have had high-risk contact (“High-Risk Contacts”).
 2. Provide a complete list of High-Risk Contacts to the County.
 3. Provide comprehensive contact tracing notifications and other case management services for those High-Risk Contacts who are members of the Purdue Community.
 4. Report any additional data and results of contact tracing to County as required by the County.
 5. Provide to the County, on a daily basis, and without limiting any additional required reporting under paragraph 4, pertinent information about all new positive COVID-19 cases involving members of the Purdue Community that have been confirmed since the last report to the County, it being understood that Purdue and PPHC shall submit such daily report to County public health personnel via a secure portal that complies in all respects with requirements of HIPAA, including but not limited to the HIPAA “Security Rule.”
 6. Safeguard and protect the confidentiality of Purdue Community members and their protected health information by adhering to all laws, regulations, and Purdue policies related to data or information acquired through contact tracing, including but not limited to HIPAA and the regulations promulgated thereunder.
 7. Refer all High-Risk Contacts who are not part of the Purdue Community to the County for further handling, as described in paragraph III.A.2 of this MOU.

C. In the spirit of the parties' mutual collaboration and cooperation to advance the above-described purpose, County, Purdue and PPHC agree as follows:

1. The parties shall handle any Protected Health Information they receive or distribute in a manner consistent with the requirements of HIPAA or other applicable regulations.
2. The parties shall ensure that the responsibilities for the parties are met at all times and if not, shall immediately notify each other party.
3. All other regulatory responsibilities not delineated in this MOU shall be maintained by the Indiana State Department of Health, the County and/or other local health department.

IV. **AMENDMENTS**

No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. This MOU does not replace the applicable jurisdiction of the Indiana State Department of Health, the County and/or local health department authority to act upon or investigate public health-related matters, including without limitation, testing of drinking water and communicable disease investigations, as those governmental authorities deem necessary.

V. **TERMINATION**

Either party may terminate this MOU at any time for any reason by notifying the other party in writing. If this MOU is terminated for any reason, the parties will proceed as if this MOU had expired on its own terms.

VI. **NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this MOU, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to County shall be sent to:

Dr. Jeremy P. Adler
Tippecanoe County Health Officer
629 N. 6th Street
Lafayette, IN 47901

With a copy to:

Douglas J. Masson, Esq.
County Attorney
P.O. Box 99 Lafayette, IN 47902

Notices to Purdue shall be sent to:

Dr. Eric Barker, Dean of the College of Pharmacy
Purdue University
Heine Pharmacy Building
575 Stadium Mall Drive
West Lafayette, IN 47907-2091

With a copy to:
Office of Legal Counsel, Purdue University
Hovde Hall, Room 203
610 Purdue Mall
West Lafayette, IN 46907

Notices to PPHC shall be sent to
Dr. Esteban Ramirez, Chief Medical Officer
Protect Purdue Health Center
Lyles Porter Hall Room 2026
715 Clinic Drive
West Lafayette, IN 47907

VII. INDEMNIFICATION

Each party shall defend, indemnify, and hold harmless the other parties from and against any claims and losses arising out of the negligent acts or omissions of the indemnifying party or such party's employees, officers, and agents in connection with the activities performed under this MOU. However, a party shall not be responsible for any claims or losses arising out of the negligent acts or omissions of another party or its employees, officers or agents.

VIII. NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF THE PARTIES

This MOU is intended for the mutual benefit of the parties hereto and is not intended for the benefit of any third party. Nothing contained in this MOU is to be construed as creating either a joint venture or partnership relationship between the parties or any affiliate thereof either collectively or severally.

[signature page follows]

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

The Trustees of Purdue University

BY: _____
Christopher A. Ruhl, Treasurer and
Chief Financial Officer

One to One Health, Inc. d/b/a Protect Purdue Health Center

BY: _____
Esteban Ramirez, Chief Medical Officer

Board of Commissioners of Tippecanoe County

BY: _____
TITLE: _____