

MEMORANDUM OF UNDERSTANDING
BETWEEN
METROPLUS HEALTH PLAN Inc. subsidiary of NEW YORK CITY Health + Hospitals
and
NEW YORK CITY DEPARTMENT FOR THE AGING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”), is dated May 27, 2022, is made by and between MetroPlus Health Plan (“**MetroPlus**” or “**Plan**”), located at 50 Water Street 7th floor, New York, NY 10004, a wholly owned subsidiary of New York City Health + Hospitals, and the New York City Department for the Aging (“**DFTA**” or “**Agency**”), located at 2 Lafayette Street, New York, NY 10007, each “a Party,” and together the “Parties.”

WITNESSETH

WHEREAS, DFTA provides support, information and resources for older New Yorkers, age 60 and over; and desires to increase and improve collaborations with healthcare entities, in order to address the social and economic determinants of health needs of older adults, connecting them to social and health services that are necessary to remain well and active in their communities; and increase older adults’ participation within the overall DFTA network system;

WHEREAS, MetroPlus offers low-cost health insurance coverage to eligible people living in New York City (“NYC” or “City”);

WHEREAS, DFTA currently permits MetroPlus to host health and wellness programming, including physical activities, educational and nutritional presentations, at several DFTA-funded older adult center locations in order to help DFTA’s mission to expand delivery of health and wellness activities; and

WHEREAS, Executive Order No. 40 from the Office of the Mayor, effective January 22, 2019, requires that all City agencies cooperate with coordination efforts to provide information about health insurance and enrollment assistance to individuals who use City services; these resources shall include, but not be limited to, information about MetroPlus.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. TERM, RENEWAL AND MODIFICATION

The term of this MOU shall commence on May 1, 2022, and end on April 30, 2025, (the “Term”), with a one-year option to renew, unless otherwise terminated sooner pursuant to the terms of this MOU. Any amendments to this MOU must be in writing and signed by both Parties.

ARTICLE 2. TERMINATION

Either Party may terminate this MOU, in whole or in part, with thirty (30) days prior written notice to the other Party of its intention to terminate.

ARTICLE 3. AGENCY UNDERSTANDINGS

- A. DFTA shall allow Plan to coordinate and facilitate on-site outreach and marketing presence at DFTA-funded provider locations, subject to prior DFTA approval and provider willingness to host Plan.
- i. DFTA shall provide Plan with a list of DFTA-funded provider locations by borough for the Plan to identify sites that they would like to partner with at which to host free health programs and activities. Locations may include, but not be limited to, older adult center sites and Naturally Occurring Retirement Communities (NORCs). Activities may include, but not be limited to, physical activities (such as Falls Prevention classes such as Tai Chi for Arthritis) and blood pressure screenings.
 - ii. DFTA agrees to share aggregated data (e.g., referral percentages and enrollment statistics) with Plan that is within compliance and does not violate any confidentiality/privacy laws or rules (including but not limited to the Health Insurance Portability and Accountability Act of 1996). Any client specific data shall be subject to additional data sharing agreements and privacy laws and rules. DFTA will share information related to its "Profile of Older New Yorkers," "DFTA Snapshot," and other programmatic reports.
 - iii. DFTA will send letters and/or emails to identified DFTA-funded sponsor agencies and their leadership to inform them of the collaboration with the Plan, and that the Plan will be contacting them to offer to host free programming and activities tailored to the needs and interest of each site. DFTA agrees to assist with additional outreach and education to both DFTA and provider staff to assist Plan's outreach efforts.
 - iv. DFTA will request DFTA-funded sponsor agencies and providers to allow the Plan to assign one to two (1-2) Enrollment Sales Representatives ("ESRs") to DFTA-funded sites to engage with clients to educate on insurance options.
- B. In accordance with Mayoral Executive Order 40, DFTA agrees to develop a referral system to send uninsured referrals to Plan, acting as an insurance broker, in order to assist with enrollment in eligible health insurance plans. In addition to older adult centers, DFTA will review other DFTA programs that coordinate healthcare information and assistance (e.g., Case Management, Caregiver Program, NY Connects, Health Insurance Information Counseling and Assistance Program, Grandparent Resource Center) for the possibility of sending referrals to Plan indicating they need information related to health insurance options.
- C. DFTA agrees to provide training to Plan staff on the features and benefits of DFTA services, which can be offered to current or potential Plan members.
- i. DFTA shall provide training to the Plan ESRs in reference to available Falls Prevention workshops, health promotion activities, and other DFTA-funded services which may be offered either in person at DFTA congregate sites or through DFTA's virtual service finder.
 - ii. DFTA shall make available for distribution to potential enrollees, materials and marketing collateral at the point of contact by the Plan ESR to promote their programs.
- D. DFTA and Plan will make the public and staff aware of partnership and all benefits. This includes co-location and participation of DFTA outreach staff at other Plan marketing opportunities (e.g., Recreational Vehicle ("RV") visits to communities).

- E. DFTA will participate in MetroPlus scheduled and sponsored events, workshops, etc. upon request if staff are available. At DFTA's discretion, DFTA may include MetroPlus in certain events such as the "Fall Health Fair" that are part of the four (4) Pillars of Quality of Life.

ARTICLE 4. PLAN UNDERSTANDINGS

- A. Plan shall provide DFTA with the names of the Plan ESRs assigned to each DFTA-funded older adult center and other DFTA-funded sites. Plan shall notify DFTA of any changes to the ESRs and/or change ESRs at DFTA's request.
- B. The Plan shall be solely responsible for the safekeeping of Plan's equipment such as tables, chairs, banner stands, and any other equipment brought into the site/space that will be utilized during education or enrollment presentations.
- C. Under no circumstance will the Plan access DFTA's computer network/systems, nor have access to any individual personal disaggregated DFTA client information.
- D. Plan will be responsible for the setup and breakdown of equipment and neat storage during all education and enrollment encounters.
- E. Plan will conduct outreach activities in accordance with City, State and Federal law, regulation, or policy (such as, but not limited to, Medicare Advantage Plans).
- F. The Plan shall not conduct enrollments onsite, but the Plan is permitted to conduct onsite outreach to potential clients. This may include setting up tables, distributing promotional materials, and scheduling future appointments with an ESR.
- G. Plan will provide DFTA with quarterly enrollment reports (via email) of all activities conducted on-site as requested and required by DFTA and in accordance with Mayoral Executive Order 40. Such reports shall include leads generated, leads converted, events attended.
- H. Plan will select locations that are best for the marketing opportunity based on overall insurance coverage data for each location. (This may include possible outreach to locations with large attendance rates but that have difficulty meeting DFTA service utilization requirements).
- I. Plan agrees to vacate or relocate to any space at the request of DFTA and/or provider of the site.
- J. As a named partner of DFTA's Administration for Community Living Falls Prevention Grant, the Plan agrees to the following activities:
 - a. Plan shall send representatives to, at most, quarterly Advisory Group meetings to discuss sustainability options for Falls Prevention services.
 - b. Plan shall work with DFTA to finalize an appropriate registration referral process for new and current Medicare Advantage members who may benefit from Falls Prevention classes at older adult centers, as well as other available DFTA services, to Plan applicants. Plan will identify fall risk members, compile a list of potential members and send said list to DFTA to register/enroll interested individuals.
 - c. Where possible, Plan shall identify and/or provide DFTA with names of approved Plan vendors or partners who are eligible to receive training in approved evidence-based Falls Prevention programs. Once trained, these vendors may deliver those programs at identified DFTA-funded older adult centers and other DFTA-funded locations.

- K. Plan shall conduct staff in-service and routine training to DFTA and their affiliate programs on the features, benefits, and services provided by Plan.
- L. Plan will provide DFTA with opportunities to promote DFTA services at Plan's touch campaigns and Annual Notice of Change ("ANOC") meetings (educational events) via formal presentations and distribution of DFTA marketing collateral to attendees.
- M. Plan will incorporate information about DFTA services, as approved by DFTA, in direct mailings and member newsletters sent to Plan members.

ARTICLE 5. CONFIDENTIALITY

For the purposes of this MOU, "Protected Information" includes: 1. Any personally identifiable information, (including but not limited to: name, age, address, etc.) relating to customers, 2. Any material provided by DFTA and partners, 3. All analysis, findings, reports or other information obtained from DFTA or provided from DFTA to Plan pursuant to or in furtherance of this MOU.

The Plan agrees to keep all Protected Information confidential and not to share the Protected Information with entities other than the Parties to this MOU, except as authorized upon informed consent or as otherwise required by law. The Plan agrees to use the Protected Information solely in connection with providing services under this MOU, including restricting access to Protected Information to persons who have a legitimate work-related purpose to access such information.

The Plan agrees to inform DFTA within three (3) days of the discovery of any breach of security of any Protected Information.

Upon expiration of this MOU or upon request by DFTA, the Plan agrees to return or destroy all copies of any Protected Information received pursuant or in furtherance of this MOU. The Plan may retain certain Protected Information upon DFTA's written consent.

If any protected health information or personally identifiable information, as defined by HIPAA, about MetroPlus members is shared between the Parties, the Parties shall take such actions as necessary to comply with the privacy standards and other requirements relating to protected health information as defined in the administrative simplification provisions of HIPAA and amendments thereto, and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services and New York State. If a HIPAA-compliant business associate agreement is required to maintain such compliance, such an agreement will be executed by both Parties.

ARTICLE 6. LIABILITY

The Plan shall be liable for damages resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with law or any of the requirements of this MOU.

Neither Party will be liable for any special, incidental, consequential or indirect loss, damage, or expense directly or indirectly arising from or related to this Agreement.

ARTICLE 7. NOTICES

All notices and correspondence to DFTA must be delivered to the following addresses and addressees, or to such other addresses or addressees (such as but not limited to email addresses) as DFTA may notify the Parties of:

Name: Meghan Shineman
Senior Director, Program Development & Healthcare Innovation
NYC Department for the Aging
2 Lafayette Street, 7th Floor
New York, NY 10007
Email: Mshineman@aging.nyc.gov

With a copy to:

Penney Vachirapapun
General Counsel
NYC Department for the Aging
2 Lafayette Street, 7th Floor
New York, NY 10007
Email: pvachirapapun@aging.nyc.gov

All notices and correspondence to the Plan shall be delivered to the following addresses and addressees, or to such other addresses or addressees as the Plan may notify the Parties of:

Name: Roger Milliner
Chief Growth Officer
MetroPlus Health Plan, Inc.
50 Water Street, 7th Floor
New York, NY 10004

With a copy to:

Deputy General Counsel
MetroPlus Health Plan, Inc.
50 Water Street, 7th Floor
New York, NY 10004

Any written notice given pursuant to this MOU will be deemed received: (a) five (5) business days after deposit in the U.S. mail, including any delivery sent by certified or registered mail, return receipt requested; or (b) on the day of delivery if sent by an overnight express service.

ARTICLE 8: MISCELLANEOUS

This MOU shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. The Parties hereto agree to submit to the jurisdiction of the Federal or State Courts of New York City, New York. The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire and intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of the MOU whether written or oral.

If any provision of this MOU is deemed invalid, then the rest of this MOU will remain valid and enforceable, and any such invalid term will be interpreted as or replaced by a valid term which comes closest to expressing the intent of the invalid term. Failure by either Party to require performance of any provision hereunder will not constitute waiver of such provision.

Nothing in this MOU establishes an exclusive relationship, and the Parties are free to contract or collaborate with other parties to provide similar or any other services. There are no third-party beneficiaries to this MOU.

The Parties have read and agreed to the terms of this Memorandum of Understanding.

NEW YORK CITY
DEPARTMENT FOR THE AGING

Lorraine Cortés-Vázquez

Lorraine Cortés-Vázquez
Commissioner

METROPLUS HEALTH PLAN INC.

DocuSigned by:
Talya Schwartz
C369F8DCEA0B453
Talya Schwartz, M.D.
Chief Executive Officer

Date: 05/31/2022

Date: 6/1/2022