

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN OAKLAND COUNTY HEALTH DIVISION WOMEN, INFANTS AND  
CHILDREN SUPPLEMENTAL FOOD PROGRAM  
AND  
TRINITY HEALTH-MICHIGAN d/b/a ST. JOSEPH MERCY OAKLAND**

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This Memorandum of Understanding (“Memorandum”) is made between Oakland County Health Division Women, Infants and Children Supplemental Food Program, 1200 North Telegraph, Pontiac, Michigan 48341 (“County”), acting by and through the Oakland County Department of Health and Human Services/Health Division (“Health Division”) and Trinity Health-Michigan, a Michigan nonprofit corporation, d/b/a St. Joseph Mercy Oakland, 44405 Woodward Avenue, Pontiac, MI 48341 (“SJMO”). In this Memorandum, the County and SJMO may also be referred to individually as “Party” or jointly as “Parties”.

**Purpose of Memorandum.** The purpose of offering this Memorandum is to ensure service coordination and confidentiality of shared data through the establishment of WIC services at SJMO and Mercy Women's Center located at 44428 Woodward Avenue, Suite 104, Pontiac, MI 48341("Mercy Women's Center"). The Oakland County Health Division WIC Program and SJMO will partner to meet this goal.

The Parties agree to the following:

1. **Definitions.**

- 1.1 County means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, employees, agents, and volunteers.
- 1.2 SJMO means the hospital described as St. Joseph Mercy Oakland and Mercy Women’s Center including buildings, physical structures, or real property owned and operated by the hospital.
- 1.3 Health Division means the Health Division of the Oakland County Department of Health and Human Services.
- 1.4 Physical Assets means the personal property located in SJMO and owned by SJMO, including, but not limited to, garbage cans, tables and chairs.

2. **Obligations of the Parties.**

- 2.1. The County may use SJMO and Physical Assets for WIC clinics at a time and date mutually agreed to by the Parties.
- 2.2. The County will offer WIC services approximately 8-12 hours per week.
- 2.3. Both parties agree not to disclose confidential client information to other entities.
- 2.4. SJMO agrees to provide lab measurement data such as hemoglobin, blood lead, anthropometric, immunization, breastfeeding and WIC eligibility data.
- 2.5. The County agrees all WIC patients must provide written authorization to SJMO on SJMO’s HIPAA Authorization form prior to SJMO sharing any protected health information with Oakland County Health Division Women, Infants and Children Supplemental Food Program.
- 2.6. The County agrees to inform clients all information concerning themselves or family members may be shared with SJMO.

- 2.7. The County agrees to comply with all SJMO security procedures and policies for vendor personnel who will be onsite or in direct contact with SJMO patients, including, but not limited to, current immunization and vaccination requirements.
  - 2.8. The County agrees to complete a criminal background check on all WIC personnel who will be onsite at SJMO or at the Mercy Women's Center.
  - 2.9. The County agrees all WIC staff must undergo SJMO orientation.
  - 2.10. Both parties agree data sharing will occur in a confidential, secure manner. If electronic protected health information (ePHI) is shared, it must be encrypted prior to transmission.
  - 2.11. Both parties agree to restrict the use or disclosure on information received pursuant to this Memorandum of Understanding to any third party unless there is a separate Release of Information obtained from the Client/Authorized person.
  - 2.12. The County agrees a Peer Counselor/Lactation Specialist, an employee of the Oakland County Health Division Women, Infants and Children supplemental food program, will work collaboratively with SJMO.
  - 2.13. SJMO agrees to provide breastfeeding education and support onsite to postpartum patients.
  - 2.14. SJMO agrees to provide Oakland County Health Division Women, Infants and Children supplemental food program with space to operate at the Women & Infant unit in Pontiac to certify WIC eligible clients.
  - 2.15. SJMO agrees to work collaboratively with the Oakland County Health Division Women, Infants and Children Supplemental food program to refer patients to the WIC program and, upon receiving a signed HIPAA Authorization form from a patient, provide access to patient information and patient rooms during their appointment at SJMO.
  - 2.16. SJMO agrees to work collaboratively with the Oakland County WIC program Peer Counselor/Lactation Specialist to coordinate breastfeeding education and support to all eligible Breastfeeding patients.
3. **Liability.** Neither Party shall be obligated to the other or any other person or entity to indemnify for any claims, demands, costs, or judgments arising out of the activities to be carried out pursuant to this Memorandum.
  4. **Reservation of Rights.** This Memorandum does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, immunity, or governmental immunity of the Parties.
  5. **Financial Responsibilities.** The County shall not pay any fees, costs, fines, or demands arising out of the activities to be carried out pursuant to this Memorandum.
  6. **Duration of Memorandum.** This Memorandum shall be effective when executed by both Parties and shall remain effective until cancelled or terminated by either Party as provided for in this Memorandum.
  7. **Termination or Cancellation of Memorandum.** Either Party may terminate or cancel this Agreement for any reason upon thirty (30) calendar days written notice to the other Party.
  8. **Notice.** All notices or other communications given by either Party to the other under this Memorandum shall be in writing and shall be sent by first class mail to the other Party at its

address set forth above or such other address as a Party may subsequently designate in writing. Any written notice required or permitted under this Memorandum shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service.

9. **Compliance with Laws.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Memorandum.
10. **Severability.** If a court of competent jurisdiction finds a term or condition of this Memorandum to be illegal or invalid, then the term or condition shall be deemed severed from this Memorandum. All other terms, conditions, and provisions of this Memorandum shall remain in full force.
11. **Governing Laws.** This Memorandum shall be governed, interpreted, and enforced by the laws of the State of Michigan regardless of its conflict of law's provisions.
12. **Memorandum Modification.** Any modifications, amendments, recessions, waivers, or releases to this Memorandum must be in writing and agreed to by both Parties.
13. This Memorandum may be executed in counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same agreement. This Memorandum may be executed by facsimile or electronic signature in PDF format and a facsimile or electronic signature in PDF format will constitute an original for all purposes, without delivery of an original signature being thereafter required.
14. **Entire Agreement.** This Memorandum represents the entire agreement and understanding between the Parties. This Memorandum supersedes all other oral or written agreements and memorandums between the Parties regarding this subject matter.

[Signatures on following page.]

