

**HOPE LIVES! THE LYDIA DODY BREAST CANCER SUPPORT CENTER
MEMORANDUM OF UNDERSTANDING**

between

Hope Lives! The Lydia Dody Breast Cancer Support Center
2627 Redwing Rd, Suite 210 Fort Collins, CO 80526

and

[Provider Legal Name]
[Provider Address]

Hereinafter referred to as “Provider” and “Hope Lives!” respectively.

Purpose

This Memorandum of Understanding (“MOU”) establishes a collaborative partnership between Provider and Hope Lives! to deliver supportive services to clients with an active breast cancer diagnosis in Larimer and Weld Counties. The goal is to enhance the quality of life and overall care experience for these clients through coordinated, high-quality supportive services.

Legal Authority

Both Provider and Hope Lives! represent and warrant that they have full legal authority to enter into this MOU. The individuals signing below confirm they are authorized to bind their respective organizations to the terms and obligations contained herein.

Relationship of the Parties

Provider and Hope Lives! are independent collaborating organizations. Nothing in this MOU shall create an employment, partnership, joint venture, or agency relationship between them. No employee or agent of Provider or Hope Lives! shall be deemed an employee or agent of the other, nor shall either have authority to bind the other to any obligation except as expressly stated in this MOU. Each is solely responsible for its own employees, including all tax, insurance, and employer obligations.

Non-Discrimination

Both Provider and Hope Lives! agree not to discriminate against any client or individual on the basis of race, ethnicity, national origin, age, gender, sexual orientation, gender identity, medical condition, language, religion, or disability. All services provided under this MOU shall comply with Hope Lives! policies and applicable law.

Confidentiality and HIPAA Compliance

Provider acknowledges that Hope Lives! is a HIPAA-covered entity. Any client information received from Hope Lives! or obtained while providing services under this MOU may constitute Protected Health Information (PHI).

Provider agrees to:

- Maintain strict confidentiality of all client information in accordance with HIPAA and all applicable federal and state privacy laws.
- Not disclose any client’s name, contact information, or PHI to any third party without the client’s explicit written consent.
- Never share client contact information with external individuals, organizations, businesses, or event coordinators for marketing, fundraisers, fashion shows, or any other purpose.
- Immediately notify Hope Lives! of any unauthorized disclosure of client information and take all reasonable steps to mitigate harm.

Any violation of this section may result in immediate termination of this MOU.

Indemnification

Hope Lives! shall not be liable for any loss, damage, or injury incurred by a client receiving services from Provider. Services provided by Provider are not intended to replace or substitute for medical treatment.

Scope of Services

- Services are available exclusively to clients with an active account at Hope Lives!.
- Services are for the client only. Any services provided to family members are private arrangements between Provider and the family member and are not covered by this MOU.
- Services provided under this MOU must not be contingent upon the purchase of additional goods or services.
- Any disputes between Provider and a client shall be resolved directly between those parties. Hope Lives! will not mediate or intervene.

Agreed-Upon Services and Fees

Provider agrees to offer services to active Hope Lives! clients at the mutually agreed discounted rates listed in the Agreed Upon Services and Fees. Each Hope Lives! voucher is valued at \$50.

Provider shall:

- Clearly disclose no-show and late cancellation policies at the time of scheduling.
- Hope Lives! will not reimburse for no-shows or late cancellations.
- Repeated negative client feedback may result in termination of this MOU.

Tipping is at the client's sole discretion. Due to the discounted rates, tipping is neither expected nor encouraged. Vouchers may not be used toward tips.

Responsibilities of Hope Lives!

Hope Lives! shall:

- Provide support staff to coordinate client care between Provider and Hope Lives!.
- Feature Provider information on the Hope Lives! website.
- Include Provider's services in the Supportive Services Guide.
- Provide program literature for display at Provider's location.
- Administer monthly payments for approved services.
- Notify Provider 30 days prior to MOU renewal.

Responsibilities of Provider

Provider shall:

- Maintain a valid business email address and respond to Hope Lives! communications within three (3) business days.
- Notify Hope Lives! promptly of any changes to contact information.
- Report client concerns (including no-shows) to Hope Lives!.
- Provide quality services within the scope of its professional license.
- Maintain appropriate professional boundaries with clients.
- Display Hope Lives! program literature at its business location.
- Submit current required documents: Certificate of Liability Insurance, Contractor Confidentiality Agreement, W-9, current professional licenses, and standard service menu with public pricing.
- This MOU is not valid until all required documents are received.

Invoicing and Payment

- Invoices must be submitted using the Hope Lives! template and include client full name, voucher number(s), date(s) of service, amount due, and any charitable discounts.
- Invoices may be mailed or emailed to accountbilling@hopelives.org.
- Invoices must be submitted within 30 days of service.
- Payment terms are Net 30.

Effective Date and Termination

This MOU becomes effective on the date of the last signature and remains in effect until terminated.

Either Provider or Hope Lives! may terminate this MOU at any time, with or without cause, by providing at least thirty (30) days' prior written notice. Notice to Hope Lives! must be sent to cynthia@hopelives.org or the address listed

above. Provider shall continue providing services to existing clients through the end of the notice period to ensure continuity of care.

Resolution

In the event of a dispute, the parties agree to first attempt good-faith resolution through direct discussion. If unresolved, Provider and Hope Lives! will continue services for an additional 30 days to allow for smooth transition. Hope Lives! reserves the right to terminate immediately if Provider fails to engage in the conflict resolution process.

Entire Agreement

This MOU constitutes the entire agreement between Provider and Hope Lives! regarding the subject matter and supersedes all prior understandings. Any amendments must be made in writing and signed by both.