

## Sample Memorandum of Understanding

### I. Recitals

1. Whereas, <Program Name> ("Partners") have jointly undertaken a project for the operation of health consumer assistance programs in <Location> and
2. Whereas the overall project is funded by <Name of Funder> ("the Funder") through a grant to the <Name of Program> as the lead agency and prime contractor; and
3. Whereas it is contemplated that uniform practices, services, procedures, equipment installation, intake, data collection and reporting, technology and evaluation will be implemented by each Partner in each county of the project to the greatest possible degree; and
4. Whereas the success of the project is based upon the close working relationship between the Partners with coordination of financial matters and project management tasks and a strong commitment to excellence; and
5. Whereas each Partner is included in the <Name of the Alliance of Partnership> ("Alliance"), and each local Partner is operating a Health Consumer Center (the name used by all local programs for this project, with adaptation for local purposes as necessary)

### II. Now Therefore the Parties Agree as Follows:

1. **Sub Contract Amounts, Payment, and Advances:** <Lead Agency> will receive project funds from the funders for distribution to the Partners. The original contract period is from <Date> to <Date>. Upon timely receipt of a signed copy of this Memorandum of Understanding and information requested for the preparation of periodic reports required by the funder, <Lead Agency> shall pay all appropriate sums to the Partners without delay, except for a Partner not in compliance with this Memorandum. Any such non-compliance shall be determined initially by <Lead Agency>, with review by the Partners, using the decision-making processes described in Paragraph 12.
2. **Interest Earned:** The Partners agree that interest earned on project funds shall be distributed as decided as provided in Paragraph 12 to best accomplish the overall affirmatively act otherwise under such Paragraph, each Partner shall receive the interest generated by <Lead Agency's> investment of such Partner's allotted funds.
3. **Personal Property:** The project's working budget anticipates that the Partners will make or have made significant purchases of personal property, including but not limited to, personal computers, telephone equipment, office furniture, supplies and software not encompassed in paragraph 4. The Partners agree that the equipment is purchased for implementation of the project funded by <the Funder>. If the project continues beyond the expiration of funding, the property shall remain with the Partners using it. The Partners agree that if for any reason any Partner ceases to be a provider of services or reduces its provision of services under this project, and the project continues in the Partner's county with another contractor, then the ownership of the personal property acquired by that Partner under this contract shall be

transferred to the entity that assumes service in that particular county. Partners are expected to maintain an inventory of personal property acquired with funds received under this project.

If at any time the project ceases to function, the property shall devolve to the Partners of subsequent acquirer of the property without need for further accounting or action, provided the recipient is a non-profit corporation continuing to carry out the basic purpose of the project.

4. **Software Property Ownership:** All rights to software purchased, customized or developed for Health Consumers Centers, including intake and database software, shall be owned jointly by the Partners. Any net proceeds from the sale, lease, or distribution of such software funds shall be distributed as decided by the Partners and/or <Lead Agency>, in accord with Paragraph 12 of this Memorandum, to best accomplish the overall purposes of the Alliance.
5. **Print Material/Ownership and Copyright Issues:** Any print materials produced by the project that are to be copyrighted shall be copyrighted in the name of the Alliance. It is the intent of the parties that all written materials shall be used for the purpose of assisting consumers in obtaining necessary health coverage and health care. If there is a sale of any written materials, all proceeds shall be distributed as decided by the Partners and/or <Lead Agency>, in accord with Paragraph 12 of this Memorandum, to best accomplish the overall purposes of the Alliance. Each Health Consumer Center shall have the absolute right to distribute the materials to any low-income consumer, agency or collaborator within its county, without cost or infringement of copyright claim by any other Partner, so long as such (a) those materials include the name and log of the Alliance and (b) the distribution is made without charge or only for charges related to reproduction of the materials. This paragraph does not apply to any written materials produced entirely by a local Partner, which may be copyrighted by that Partner with exclusive rights to any proceeds.
6. **Indemnity:** The Partners operate various projects which do not relate to the Alliance. Each organization has an interest in protecting its operation from claims made against the other. In order to provide this protection, all agencies agree that they shall maintain in force, at all times during the term of this agreement, professional malpractice, errors and omissions, employment practices liability insurance and a general liability policy to cover its operations under this project, with a minimum coverage of two hundred and fifty thousand dollars (\$250,000) per claim and five hundred thousand dollars (\$500,000) in aggregate of such claims. Each Partner shall indemnify and hold harmless each other Partner, its officers, agents, employees, successors interest, and representatives from and against any claims, losses and liabilities for damages arising out of or resulting from the performance of this project which are caused by any negligent or willful act of omission of said Partner, its officer, agents, employees, subcontractors, or anyone directly or indirectly employed by or contracting with any of them.
7. **Project Data and Information:** The data created by the project is intended to benefit health care consumers in <Geographic Area>. The measure of such benefits

depends, to a great extent, on the careful collection and use of the data. Subject to confidentiality restriction established by <Lead Agency>, the Partners will collect data and other information, both for policy analysis and program evaluation. All Partners agree to cooperate with all aspects of the evaluation activities approved under paragraph 12, including (but not limited to) facilitating site visits, providing names and other information about clients needed for the evaluation survey, interviews and focus groups and provision of requested documents, Consistent with overall decisions of Partners and/or <Lead Agency> as provided herein under Paragraph 12, all local Partners agree to promptly provide consumer data, organizational/outreach data and other requested information to <Lead Agency> in a form approved by <Lead Agency> that permits uniform, statewide compilation and analysis. Any use of the data and other information shall be made consistently with the overall policy decisions of the Partners and/or <Lead Agency>, as provided under Paragraph 12 herein. Nothing in this disclosure, to either <Lead Agency> or project evaluators, that would waive a client's otherwise - available privilege under <State> law, including (but not limited to) the attorney-client privilege.

8. **Unexpended Funds:** Any funds received for project activities, which are unexpended at the end of the grant period (held by any Partner), will be reported to all Partners. If a Partner with unexpended funds promptly provides a plan for continued spending of such funds consistent with the general purposes of this grant, as determined by <Lead Agency>, then such funds shall remain with that partner, unless the funder requires otherwise. If the Partner does not provides such a plan, or the funder requires unexpended funds to be redistributed, the such unexpended funds will then be distributed and spent as decided under Paragraph 12 to best accomplish the overall purposes of the Alliance. A Partner may use its unexpended funds for continued operation of this project, unless there is a decision to the contrary under the preceding sentence. Nothing in this Memorandum or other project documents shall be construed to prevent the Partners and/or <Lead Agency> from approving the continued operation of this project, in whole or in part, after the initial two-year or subsequent three-year period, using unexpended funds.
9. **Reporting and Approvals:** The <Lead Agency> will provide timely project status and financial reports to <Funder>, with copies furnished to all Partners. In recognition of this responsibility and to facilitate such reporting, the Partners agree to the following:
  - a. Each Partner shall report to <Lead Agency> all expenditures and activities made on the Alliance. Such reports shall be provided, using forms furnished by <Lead Agency>, no later than the 15<sup>th</sup> day of the month before reports are due to the funder.
  - b. Each Partner shall promptly send to all Partners print material for public distribution that contains the name of the Alliance or a Health Consumer Center, except material that clearly is not likely to be of interest to the other Partners, which need only be sent to <Lead Agency>.
  - c. <Lead Agency> shall submit a quarterly report to all Partners on interest and fees earned on project funds and related expenses. The Partners shall provide <Lead Agency> with any information reasonably necessary to preparing such report.

- d. Each Partner shall share its itemized budgets on this project with all other Partners, promptly reporting all major changes.

10. **Compliance with Legal Services Corporation ("LSC") restrictions:** The six local Partners hereby confirm to <Lead Agency> that operations of the project in their county will not violate Legal Services Corporation funding restrictions. If any of the Partners questions either proposed or on-going activities requested by <Lead Agency> or the project as they relate to Legal Services Corporation restrictions, they shall present such questions to <Lead Agency> in writing stating their concerns along with a request to be exempted from requirements they believe violate LSC restrictions. Nothing in this paragraph shall be construed to prevent a Partner from serving clients who may be above general income eligibility limits as long as such clients are served without violating LSC restrictions -- i.e., with local public funds and without reporting those cases to LSC. If LSC requirements for serving such clients change, then this agreement shall be deemed to incorporate such changes.
11. **Fund-raising:** Before any Partner submits a health proposal to a potential funder that finances or would be likely to finance other Alliance activities or other Partners, such Partner shall inform <Lead Agency> and the other Partners of such proposal and provide a fair opportunity for input. All reasonable efforts shall be made to (a) provide sufficient advance notice for discussion by the Partners and (b) avoid fund raising efforts by an individual Partner that conflict with potential funding of the Alliance as a whole. If requested by at least two Partners, such notice shall promptly be followed by a telephone conference call.
12. **Decision-Making Process:** The Partners anticipate a collaborative working relationship for this project. The Partners agree to take all reasonable steps needed to best serve low-income consumers, to assure comparable project operation statewide, to maximize potential funding for the project as a whole and to facilitate receipt of similar funding by other legal services programs. <Lead Agency> shall consult with other Partners on major policy matters relating to the development, implementation, operation and funding of this project. <Lead Agency> shall consult with other Partners on major policy matters relating to the development, implementation, operation and funding of this project. <Lead Agency> has responsibility for assuring the accomplishment of the goals and objectives of the grant awarded by <Funder>. To carry out this responsibility, <Lead Agency>, between March and September 2000, will work with each Partner to develop additional local goals and objectives. All Partners agree to cooperate with <Lead Agency> in carrying out its responsibilities under this grant. In recognition of these basic principles, the Partners further agree as follows:
  - a. If there is a dispute over major policy matters not described in subparagraph b that relate to development, implementation, operation, allocation of funds, or other aspects of this project, <Lead Agency> will attempt to have the Partners reach agreement by consensus. If consensus cannot be reached on such matters, then unresolved issues shall be decided by a two-thirds vote of all Partners. If an issue cannot be resolved through such a vote, <Lead Agency> shall have the authority to resolve the issue.

- b. Notwithstanding sub-paragraph a, <Lead Agency> may make any decision that it regards as necessary or desirable to carry out its responsibilities and commitments to<Funder>. Before exercising such authority, <Lead Agency> shall consult with its Partners to the maximum feasible extent.
  - c. Notwithstanding any other provision of this Agreement, <Lead Agency> shall have the authority to make binding decisions that it believes are either minor or implement previous policy decisions of the Partners.
13. **Agency Personnel/Management Responsibilities:** Each Partner will hire personnel to staff the project. Each individual hired shall be the sole employee of the Partner making the final hiring decision. Such Partner shall bear responsibility to pay salary, provide benefits, pay employment-related taxes, and manage the activity of employees. Each Partner shall have sole discretion over matters of employee benefits, discipline, additional training, etc. If, at any time, problems arise with the performance of staff, the Partners may consult with each other to establish performance criteria and communication for the good of all, but each Partner shall have sole discretion to decide the appropriate response to the problem raised and shall bear sole responsibility for the actions taken regarding its employees
14. **Compliance with the Funder's Terms:** By signing this document and in consideration of receipt of funds hereunder, each partner agrees to be bound by the terms and conditions of the grant award dated to<Lead Agency> by <Funder>. These grant conditions and the Goals and Objectives are attached hereto and incorporated by reference.
15. **Services to be delivered:** Each Partner agrees to provide services in the following categories: community outreach; consumer education and empowerment; consumer assistance; and identification and addressing of systemic problems. Core populations served by each Partner (whether through <Funder> funding or otherwise) include consumers eligible or potentially eligible for Medicaid, SCHIP or County indigent care. Core issues to be addressed by each Partner include (a) securing health coverage or other access to health care for health care for low-income consumers with health coverage, including those enrolled in managed care plans. When asked for services it does not provide, each implementation, any Partner's proposed major change in services shall be submitted to <Lead Agency> and the other Partners for discussion and agreement, as provided herein.
16. **Linguistic and cultural competence:** Each Partner assures that its Health Consumer Center services will be structured to assure linguistic and cultural competence, recognizing the full range of diverse consumers intended to be helped by this project.
17. **Subcontractors:** If a Partner carries out some or all of its project activities through a subcontractor, the Partner shall ensure that such subcontractor is informed of and bound by the applicable obligations of this Memorandum.
18. **Community Input:** Each local Partner shall incorporate effective mechanisms for input, such as community advisory boards, from representatives of the full range of

low-income consumers in its service area, taking into account the diversity of its target population.

19. **Outreach:** Each local Partner shall develop and implement a community outreach plan at the earliest possible time, sharing such plans with the other Partners. Outreach plans shall include efforts to inform the target population about Health Consumer Centers, increase the number and diversity of consumers served by the Centers, and advise other parts of the health community (plans, providers, and government agencies) about the services provided by the Centers.
20. **Communications:** Each Partner agrees to develop its media information in consultation with <Lead Agency>. If <Lead Agency> believes it is necessary to consult with other partners on a media initiative of a Partner, it shall promptly convene a meeting of the Partners by telephone or in person to discuss any such issue. Each Partner agrees to abide by the Communication Guidelines of <Funder> and any other guidelines from other funders that subsequently contribute to such Partner's activities under this project.
21. **Alliance policy positions:** Alliance positions on policy matter shall be determined under Paragraph 12 herein. When Alliance develops a position on a state or federal policy matter, it shall notify each Partner to the extent feasible, under the circumstances. Thereafter, if a Partner anticipates taking a contrary position, it shall first use reasonable efforts, if possible given the circumstances and its responsibility to its clients, to give Alliance and the Partners notice of possible conflict and an opportunity to confer before making such position publicly.