# Sample Memorandum of Understanding[[1]](#endnote-1)

**SAMPLE MEMORANDUM OF UNDERSTANDING**

**INTERAGENCY COORDINATION, COLLABORATION & FUNDING**

AGREEMENT (“Agreement”) made by and between LEADERSHIP ENTITY A, having its principal office at LOCATION OF LEADERSHIP ENTITY A and the LEADERSHIP ENTITY B and having its principal office located at LOCATION OF LEADERSHIP ENTITY B.

The goal of this memorandum is to outline the collaboration and coordination of efforts between the ENTITY A and ENTITY B in their partnership to reduce overdose deaths within JURISDICTION.

**EXPERTISE AND MISSIONS**

**Add brief overview on each signatory agency. Agency overview, mission, and commitment to addressing overdose, etc.**

**BACKGROUND & PURPOSE**

Whereas, ENTITY A and ENTITY B therefore enter this agreement to maximize public safety and neighborhood/individual wellness through improved joint planning, accountability, coordination and oversight of our overdose reduction efforts.

Whereas, ENTITY A and ENTITY B agree to the following guiding principles to:

1. Support a Public Health/Public Safety collaborative aiming to improve public safety and community wellness.
2. Recognize the respective responsibilities and missions of each agency, and that neither agency is an agent of the other.
3. Acknowledge that booking, prosecuting and jailing individuals committing low-level offenses related to mental illness, drug use, chronic homelessness and other health and wellness issues has limited effectiveness in improving public safety.
4. Agree that people experiencing a health-, mental health-, or substance-related crisis should be supported and managed in the most appropriate manner, and by the most appropriate agency.
5. Acknowledge harm reduction as a proven public health philosophy and intervention for a broad range of health-, mental health-, and substance-related conditions.
6. Recognize and commit to improving racial equity in all initiatives.
7. Encourage information and data sharing when necessary and in the public interest, when in accordance with all applicable federal, state, and local laws, rules and regulations and agency restrictions.
8. Commit to optimize the use of inter-disciplinary training and team building.
9. Commit to measure and evaluate outcomes and impacts toward reaching shared goals.
10. Agree to a partnership approach to policy formulation and public messaging/press as relates to shared programs/initiatives.
11. Ensure that the shared programs/initiatives cited in this document perform in accordance with these agreed upon principles, the terms of this agreement, and any agreed upon policies and procedures governing the specific program.
12. Commit to work across organizational boundaries in achieving these intentions.

NOW THEREFORE, upon the mutual agreement of the parties, it is agreed as follows:

1. **TERM.**

State the term of the agreement or state it will be in effect until terminated by one or both parties.

1. **SCOPE OF SERVICES.** ENTITY A and ENTITY B shall provide the scope of services as set forth under the current MOUs between the parties, unless terminated earlier by either party in accord with provisions set forth in the respective MOUs.
2. **GOVERNANCE AND OVERSIGHT**
   1. In an effort to ensure that the shared guiding principles and programmatic aims are met, the parties agree to:
      1. Establish a PHAST Leadership Team, an inter-agency oversight body, which will be co-led by the both the Commissioner/Lead Executive of ENTITY A and the Commissioner/Lead Executive of ENTITY B.
         1. The PHAST Leadership Team shall be comprised of the Commissioner/Lead Executive of ENTITY A (or designee), the Commissioner/Lead Executive of ENTITY B (or designee), and a member(s) of each programmatic management team (to be appointed by the respective agency commissioners).
         2. Have equal authority and decision making for all joint programs/initiatives.
3. **INFORMATION SHARING, CONFIDENTIALITY & RECORD KEEPING**
   1. Information Sharing. PHAST Leadership Team members may request and share information from/with the PHAST, in accordance with applicable laws, rules, regulations and data use agreements, if applicable.
   2. Confidentiality of Records. ENTITY A and ENTITY B agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Agreement confidential in accordance with applicable federal, state, and local laws, rules and regulations and, where applicable, ENTITY A and ENTITY B confidentiality procedures. The provisions of this Section shall remain in full force and effect both during and after any termination of this Agreement.
   3. Record Keeping.
      1. ENTITY A and ENTITY B shall retain all books, records and/or other documents relevant to this Agreement for a period of six (6) years after the termination of this Agreement. In accordance with applicable law, rules and regulations, any Federal, State or City auditors and any person duly authorized by the payor (ENTITY A or ENTITY B, as established in any and all Agreements between the parties) shall have full access to, and the right to examine, any books records and documents that are necessary to certify the nature and extent of costs associated with the program. The provisions of this Section shall remain in full force and effect both during and after any termination of this Agreement.
      2. ENTITY A and ENTITY B shall comply with respective agency record keeping policies and procedures, if applicable.
4. **MEDIA & PUBLIC MESSAGING**. ENTITY A and ENTITY B each agree not to use the name of the other in any public information without permission.
5. **MONITORING AND EVALUATION.** ENTITY A and ENTITY B, under the governing structure outlined in Section 3 (A)(i) above, shall be responsible for monitoring, auditing, and evaluating the joint PHAST services. The parties shall also be responsible for monitoring, auditing, and evaluating that the joint PHAST program initiatives are in accord with the programmatic aims and guiding principles as provided under this Agreement. As to funded initiatives, if applicable, the receiving Department (payee) shall submit program and fiscal reports in the manner and format prescribed by the funding Department (payer).
6. **MODIFICATION AND AMENDMENT.** This Agreement may only be modified and/or amended in writing, as mutually agreed upon by ENTITY A and ENTITY B.
7. **ASSIGNMENT.** ENTITY A and ENTITY B shall not assign, transfer, convey or otherwise dispose of this Agreement to any other person, or the right to execute it, or the right, title or interest in it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or become due under this Agreement, without the prior, written consent of both Commissioners.
8. **TERMINATION**.
   1. This Agreement may be terminated:
      1. Without cause, by either party upon sixty (60) days’ written notice to the other party.
   2. Program Termination. In the event that a program/initiative is to be terminated and there are contractual funding agreements in place, the payee will submit a program close-out plan and a proposed close-out budget to the payer within thirty (30) days prior to closing, unless the program is terminated under section 9 (A) of this Agreement.
9. **CIVIL ACTIONS.** The parties recognize that during civil actions against PHAST and the JURISDICTION and in criminal prosecution, attorneys for the parties involved have attempted to subpoena PHAST records in the possession of JURISDICTION Agencies that they could not lawfully obtain directly from PHAST. The parties agree that when they are in receipt of a subpoena duces tecum for PHAST records contained in the joint PHAST program/initiative databases, the receiving party shall notify the Legal Bureau or Office of General Counsel of the other agency. In a matter where the City is a party, the receiving party shall also notify the Law Department or other City legal oversight entity.
10. **NOTICES.** All notices and requests under this Agreement by either party shall be in writing and directed to the address of the parties as follows:

Notices to ENTITY A shall be mailed to: Notices to ENTITY B shall be mailed to:

1. Nothing in this Memorandum shall be interpreted to restrict the ability of any signatory to exercise any procedure right or remedy available to it by law.
2. **Entire Agreement**. This MOU represents the whole agreement of the parties hereto with respect to the subject matter contained herein. No other agreement, oral or written, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the Parties or to vary any of the terms contained herein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set opposite their respective signatures.

ENTITY A

Dated:

NAME

Authorized Public Safety   
Leader Affiliation

Dated:

NAME

Authorized Public Safety   
Leader Affiliation

1. This Sample Memorandum of Understanding was developed by John Volpe, Health Management Associates. Previously John served as special advisor on criminal justice for the New York City (NYC) Department of Health and Mental Hygiene, founding the Office of Criminal Justice. The office was designed to lead in the areas of policy, system design, cross-sector collaboration and developing and improving service delivery where health and social services intersect with crisis systems, law enforcement, the courts, probation and parole, as well as jails and prisons. [↑](#endnote-ref-1)