

NorthLakes Community Health Clinic

AND

[_____
("the Partner")

**MEMORANDUM OF UNDERSTANDING and
TERMS OF REFERENCE of
PROJECT PARTNERSHIP for
THE CA:tCH SAFETY PLAN PROJECT
MEMORANDUM OF UNDERSTANDING**

DATED THIS DAY OF

PARTIES

1. **NorthLakes Community Health Clinic**
2. [_____] an [incorporated society/company/trust/group] ("**the Partner**")

1. PROJECT BACKGROUND AND PURPOSE

1.1 **The Project Purpose:** To create better outcomes for participants by creating and facilitating the sharing of participant safety plans using the online system for storage and retrieval created by the Wisconsin Statewide Health

Information Network (WISHIN) with the Chequamegon Accountable: the Community for Health (CA:tCH) workgroup.

1.2 **Parties:** The parties are NorthLakes Community Clinic and [] who agree to join with other agencies to form CA:tCH. CA:tCH is an unincorporated coalition of partners with an interest in public health and safety. It was created through a grant Northlakes Community Clinic (“Northlakes”) received from the Medical College of Wisconsin’s Healthier Wisconsin Partnership program on behalf of the Northern Wisconsin Health Network. As a result, NorthLakes is required to maintain fiduciary control over all aspects of CA:tCH’s activities including those related to this MOU. The CA:tCH Bylaws set forth the parameters within which CA:tCH can operate. [briefly describe the other party and why it has an interest in the project.]

1.4 **Purpose of Workgroup:** In order to carry out the Safety Plan Project, the Parties have decided to maintain a Workgroup to undertake work and provide recommendations to the Parties in relation to the Project. The overall purpose of the Workgroup is to manage the Project, administer the Project on a day to day basis, and evaluate project performance. The Workgroup is both a continuation and a next stage of the workgroup that developed the Safety Plan.

1.5 **Terms of Reference:** Representatives from each of the Parties and the specific Workgroup roles set out in Clause 5.1 will be part of the Workgroup. The Terms of Reference for the Workgroup, as agreed by all the Parties, are detailed in **Schedule 1** of the MOU.

2. PERIOD OF THE PROJECT

2.1 Period: This MOU, and the Project, will start on the day this MOU is signed by all the Parties and will continue until the first of any of the following circumstances:

- (a) **Parties Agreement to End:** the Parties agree in writing that it is no longer necessary or appropriate to continue the Project or the requirements under this MOU have been satisfied;

- (b) **Workgroup Recommendation:** the Workgroup recommends to the Parties, and the Parties agree, that the Project is not achievable or that the Project should for any other reason come to an end;
- (c) **Insufficient funding:** there is insufficient funding to enable the Project and the Workgroup to continue; or
- (d) **Dispute:** the Parties are unable to resolve a material dispute relating to the Project.

2.2 Amendments: The MOU (including the Terms of Reference) may be amended at any time by the agreement in writing of all the Parties. The MOU may be amended to include a new Party provided all the then current Parties agree to add the new Party to the Project.

3. PRINCIPLES OF WORKING TOGETHER

3.1 Commitment: The Parties are committed to work together to further the common goal of the Project. In doing so, each Party agrees to the following principles:

1. **Reputation:** to use its best efforts to ensure that it does not act in a manner that may be detrimental to the goodwill, name, or reputation of any other Party or the Workgroup, or permit any such actions;
2. **Good Faith:** to act in good faith to carry out its obligations as set forth in this MOU;
3. **Autonomy:** to accept and recognize that each Party is an independent entity or group that it is entitled to make its own decisions with respect to any recommendations made to it, or to withdraw from the Project, in accordance with this MOU;
4. **Co-operation:** to cooperate with each other and work as a team to support the Workgroup to achieve its objectives;

5. **Communication:** to communicate openly and honestly with each other and to keep the communication lines open to ensure effective decision making by the Parties. The Parties will act constructively and openly to avoid conflicts or disputes with each other and if any should arise, will address them promptly and work to resolve them in good faith and in a fair manner; and,
6. **Timeliness:** to contribute, make decisions and communicate with the other Parties and the Workgroup in a timely manner to ensure the Project progresses efficiently and effectively.

4. SPECIFIC OBLIGATIONS OF PARTIES

4.1 Each Party agrees to fulfill the following obligations in relation to the Project:

1. **Comply with CA:tCH documents relating to the Safety Plan Project:**
Comply with the CA:tCH By-Laws attached as Schedule 2 (including any amendments thereto), and all other agreements and memorandums of understanding to which CA:tCH is a party that pertain to the Safety Plan Project. This means that each Party shall, among other things:
 - a. Not act in a manner that is inconsistent with the charitable and educational purposes permitted under Title 26 U.S.C. § 501(c)(3) of the Internal Revenue Code, as amended;
 - b. Not act in a manner inconsistent with NorthLakes Community Clinic's responsibility in relation to the Medical College of Wisconsin grant, the Resilience Alignment Beekeepers, and the CA:tCH project;
 - c. Acknowledge and agree that:
 - i. CA:tCH is an unincorporated organizational framework for its member Parties who act independently to achieve CA:tCH's Purpose (as defined in the CA:tCH By-Laws).

- ii. CA:tCH is not responsible for the acts or omissions of any of its member Parties, nor is any member Party responsible for the acts or omissions of any other member Party.
 - d. Each Party, to the extent legally permissible, will indemnify and hold harmless CA:tCH, its officers and directors, and any other Members (as defined in the CA:tCH By-Laws) against all liabilities arising from third party claims, including threatened litigation, relating to: (a) that Party's acts or omissions relating to its participation in the Accountable Community of Health in Ashland and Bayfield Counties (ACH); and (b) any acts or omissions of a Director or Officer when acting on behalf of the Party and not as a member of the Board.
2. **Comply with decisions of CA:tCH Board:** Submit to the authority of the CA:tCH Board and comply with decisions of the CA:tCH Board, which is in turn governed by and derives authority from Northlakes, with respect to issues relating to the ACH.
 3. **Execute and comply with WISHIN Joinder Agreement:** Execute a copy of and comply with the WISHIN Joinder Agreement (attached as Exhibit E to the Limited Access and Use Agreement for CA:tCH ("Limited Access Agreement") (the Limited Access Agreement is attached hereto as Schedule 3), including any amendments to the Limited Access Agreement, and to be familiar with the obligations set out in the Limited Access Agreement. Obligations requiring compliance include (but are not limited to) those obligations contained in Clause 3.2 of the Limited Access Agreement.
 4. **Ensure compliance with HIPAA, Wisconsin law and Federal law:** Ensure that it and any of its employees and agents use the WISHIN system and participate in any of the associated workflows in a manner that complies with applicable laws, including HIPAA and any relevant State and Federal laws.

5. **Liability insurance:** Each Party will maintain its own liability coverage (to the satisfaction of the Board of CA:tCH) on behalf of itself and its agents that covers and insures its activities in connection with creating and using Safety Plans, and all other acts and omissions undertaken in relation to CA:tCH, this MOU, this Project or other projects relating to CA:tCH, Northlakes, WISHIN.
6. **Evaluation:** Assist with the following data collection and evaluation:
 - a. Quarterly data collection of CA:tCH Plan that is collected by WISHIN Pulse and CA:tCH Plan Portal. This data may include:
 - i. Identification of facilitators and viewers;
 - ii. plans created;
 - iii. plan actions/use; and
 - iv. participant demographics.
 - b. Data Collection relating to CA:tCH Plan Engagement not collected by the WISHIN System as identified by the Workgroup as essential to evaluating success. This may include:
 - i. plan debriefs;
 - ii. baseline crisis data;
 - iii. financial impact; and
 - iv. policy and procedures.
7. **Support:** Provide all reasonable support, information, materials and assistance to enable it to meet its obligations under this MOU;
8. **Approvals:** Obtain approval to enter into this MOU, and for any other approvals which are required during the period of the Project, either from its board/committee or its members, as determined by the Party;
9. **Media/Publicity:** Only make public comments relating to the Project through the agreed spokesperson for the Workgroup;
10. **Meetings:** Meet at times reasonably requested by other Parties during the period of the Project to plan and determine any actions necessary to give effect to this MOU (e.g., to amend this MOU or terms of reference); and

11. **Collaboration:** Share and allocate tasks and action items equitably between the Parties and execute them in the manner agreed to by the Parties. The Parties will collaborate on the following Workstreams:
- a. Staff participation in CA:tCH Plan training;
 - b. Debriefing with partner agencies after plan use when appropriate;
 - c. Providing representation at Workgroup meetings by staff that can communicate needs and update partner agencies.
 - d. Communicating CA:tCH updates to staff.
12. **Standards of Care:** Each Party will agree to train all staff and remain in compliance with the training materials and manual developed by the CA:tCH workgroup and amendments that may be made as the workgroup improves its procedures.
13. **Confidentiality:** Each Party will keep confidential and not (without the consent of the other Parties and any other third parties where required) disclose any Confidential Information about the other Parties or the Project except as required by law. For the purpose of this MOU, "Confidential Information" means all information or data, in any form or medium whatsoever, relating to the Parties or the Project which by its nature, or by the circumstances of its disclosure to the holder of the information, is or could reasonably be expected to be regarded as confidential. Confidential Information includes any data contained in WISHIN, the CA:tCH Plan Portal, further data collected by the Workgroup including plan debriefs, baseline crisis data, financial impact, policy and procedures.
14. **Notices:** Each Party shall provide an email address or addresses through which it will communicate with the other Parties relating to the Project.

5. WORKGROUP

5.1 Role and Responsibility: The Parties agree that a Workgroup shall be established by the Parties to manage the Project and facilitate efficient collaboration of the Parties. The Workgroup will consist of representatives

appointed by agreement of CA:tCH and the Parties, with the titles and responsibilities as noted below:

1. Workgroup Lead:

The Workgroup Lead shall:

- A. manage the Party's participation in the CA:tCH Plan project;
- B. identify WISHIN users, facilitators, and the evaluator;
- C. ensure participating staff have completed training;
- D. ensure compliance with all WISHIN and CA:tCH agreements; and
- E. participate with partner agencies in debriefs after plan use when appropriate.

2. Evaluator

The Evaluator shall be the point person responsible for collecting and reporting quarterly and annual evaluation measures for CA:tCH and Beekeepers. The Evaluator shall participate in the CA:tCH Plan Evaluator training and attend Workgroup meetings relating to evaluation of the CA:tCH Plan Project.

3. Facilitator(s)

The Facilitator(s) shall:

- A. identify and guide participants through the CA:tCH Plan and ROI;
- B. participate in CA:tCH Plan Facilitator Training; and
- C. participate in debriefs after plan use with partner agencies when appropriate.

The Facilitator(s) may also be the WISHIN User/Viewer(s)

4. WISHIN User/Viewer(s)

The WISHIN User/Viewer(s) are the authorized users of the WISHIN Pulse and the CA:tCH Plan Portal. The WISHIN User/Viewer(s) shall:

- A. create participant records;
- B. Upload new and revised plans;
- C. cancel plans at participants' request; and

D. participate in debriefs after plan use with partner agencies when appropriate

5.2 Representatives on the Workgroup:

(a) In addition to the above, each Party may appoint an additional representative or representatives from it to be a member or members of the Workgroup. Each Party may also appoint an alternate representative to attend as the representative's proxy if the representative is unavailable to attend a meeting of the Workgroup.

(b) A Party may change its representative at any time and for any reason by giving written notice, as soon as possible, to the Workgroup and the other Parties of the change and the name of the replacement representative.

6. DISPUTES

6.1 Disputes: The Parties must attempt to resolve any dispute arising between the Parties regarding this MOU and/or the Project first through a meeting between authorized representatives from each Party. Each Party will meet and negotiate in good faith to resolve the dispute or difference.

6.2 If the Parties are unable to resolve a dispute through a meeting of their authorized representatives as set forth in Section 6.1 above, either Party may give written notice to the other Party demanding that the dispute be resolved by an independent mediator. Each Party is responsible for its own fees and expenses, including attorneys' fees in resolving a dispute.

SIGNED AND AGREED BY THE PARTIES:

Full Name of Party		
Authorized Signatory Name(s)		
Authorized Signatory Signature(s)		
Position		
Date		

Full Name of Party		
Authorized Signatory Name(s)		
Authorized Signatory Signature(s)		
Position eg Committee member		
Date		

Full Name of Party		
Authorized Signatory Name(s)		
Authorized Signature(s)		
Position e.g. Committee member		
Date		

Sample

SCHEDULE 1 to MOU

Workgroup Terms of Reference

Title: CA:tCH Workgroup

Responsible to: NorthLakes Community Clinic and

1. Workgroup - Composition and Appointment
 - 1.1 **Composition:** The Workgroup shall comprise of members as follows:

- A. Those positions described in Clause 5.1 of the MOU, each to be decided by agreement by the Parties; and
- B. As many further positions as are required to act as representatives of each Party (at least one representative from each Party required).
- C. Other representatives as Workgroup members deem necessary.

1.2 **Changes to representatives:** A Party may change its representative on the Workgroup at any time by providing notice to the Chairperson of the Workgroup. If a representative is unable to attend a Workgroup meeting, a Party may send an alternate representative as proxy to attend the meeting in place of the representative.

1.3 **Coordination:** The Resilience Alignment Beekeepers will act as coordinators and facilitators for Workgroup meetings.

1.4 **Quorum:** The quorum of the Workgroup shall be a majority of the number of Workgroup members. Any number of members present will be sufficient to hold a meeting.

1.5 **Co-option:** The Workgroup may co-opt a further member with specialist skills to the Workgroup, if required, for such period and on such terms as the Workgroup considers necessary.

1.6 **Independent appointments:** The independent position(s) shall be appointed by the other members of the Workgroup on the basis that he/she can bring some independent thinking to the Workgroup.

1.7 **Term:** Each member of the Workgroup shall be appointed to the Workgroup for the duration of the Project, unless they resign or are replaced by their appointing Party in accordance with the MOU.

1.8 **Vacancy:** If a position on the Workgroup is vacant at any time, the Party or the Workgroup (whoever appointed the position which is vacant) may appoint another person in their place.

1.9 **Removal:** Workgroup members may be removed from their position on the Workgroup by agreement of all the Parties if:

- (a) the Workgroup member has breached these Terms of Reference (provided that the member has been given notice of the alleged breaches and a reasonable opportunity to be heard on them); or

(b) the Workgroup is notified by a Party, that they wish to change their representative.

2. Workgroup Meeting Protocols

2.1 **Meeting Protocols:** The Workgroup shall:

(a) meet as often as the members of the Workgroup consider appropriate, but shall meet at least once every 2 months;

(b) except to the extent specified in these Terms of Reference, the Workgroup shall regulate its own procedure;

(c) ensure meetings, conference calls and any decisions of the Workgroup made by email, are recorded in minutes;

(d) invite other persons to attend meetings (i.e., consultants, stakeholders), to the extent agreed upon by other members of the Workgroup.

(e) if requested, provide the minutes of the meetings to the Parties;

(f) endeavor to reach decisions by consensus. However, if there is not a consensus on a specific matter, then a decision will be made by a vote of the members. A vote will pass if 75% or more of the members of the Workgroup agree to the matter. Each Workgroup Member shall have one vote. For purposes of this subsection, a Workgroup member is entitled to vote as long as that member has been present at either four out of the last five or nine out of the last twelve meetings.

(g) hold meetings in person/face to face but if necessary may hold meetings by telephone, video conference or other means of electronic communication provided that all persons participating in the meeting are able to hear each other effectively and simultaneously.

3. Workgroup Members - Duties and Responsibilities

3.1 **Duties and Responsibilities:** The duties and responsibilities of each Workgroup member are:

(a) to comply with the MOU including these Terms of Reference and in particular to adhere to the Principles of Working Together set out in clause 3 of the MOU:

- (b) to act in good faith and in the best interests of the Workgroup and the Parties at all times and in accordance with these Terms of Reference;
- (c) to use his or her best efforts to consult and keep up to date with the Party he/she represents to ensure he/she is representing the Party's views to the best of his/her abilities;
- (d) to report back to their Party on key decisions and progress made by the Workgroup;
- (e) to prepare for meetings by reading and considering the papers/materials sent in advance of the meetings;
- (f) to work collaboratively with the other members of the Workgroup and respect the skills and views of the other members of the Workgroup;
- (g) to communicate and engage frequently, openly and honestly with the other members of the Workgroup;
- (h) identify any real or perceived conflict of interest. The remaining members of the Workgroup shall consider whether the conflict of interest is material and if it is, take whatever action it considers necessary relating thereto; and
- (i) keep confidential and not disclose (unless required by law) any Confidential Information relating to the Workgroup.

4 Authority

4.1 **Decision making:** In undertaking project, the Workgroup shall have the authority to make decisions and determinations, including:

- (a) alterations to procedure and workflow
- (b) alterations to plan language
- (c) alterations to training
- (d) changes to the scope of evaluation

SIGNED AND AGREED BY THE PARTIES:

Full Name of Party		
Authorized Signatory Name(s)		
Authorized Signatory Signature(s)		
Position eg Committee member		
Date		

Full Name of Party		
Authorized Signatory Name(s)		
Authorized Signatory Signature(s)		
Position e.g. Committee member		
Date		

Full Name of Party		
Authorized Signatory Name(s)		
Authorized Signature(s)		
Position eg Committee member		
Date		

SCHEDULE 2 - CATCH BY-LAWS

(attached)

Sample

**SCHEDULE 3 - WISHIN LIMITED ACCESS AGREEMENT
(attached)**

Sample