**SUGGESTED TEMPLATE**

## Inter-Agency Partnership Memorandum of Understanding

This Memorandum of Understanding (MOU) is made this **[Day and Date]** between:

**[AGENCY A]**

Agency/Department Name

Address

City, Zip Code

***AND***

**[AGENCY B]**

Agency/Department Name

Address

City, Zip Code

***<ADD OTHERS IF NEEDED>***

This MOU delineates the terms, conditions, and responsibilities for activities related to implementing the required service standards for the Colorado WIC Program (COWIC) at the Colorado Department of Public Health & Environment (CDPHE).

## Purpose

This MOU is made to establish a framework for collaboration and partnership between Agencies that hold separate COWIC contracts, **[Partnering Agency/Department Name]** and **[Partnering Agency/Department]**, hereinafter The Parties, in providing <briefly describe the purpose or objectives of the partnership, e.g., providing mutual support, sharing resources, maximizing the impact of fiscal resources on the state/regional system, etc>.

The Parties agree that the actions/services supported by the proposed Partnership will improve:

* COWIC client experience and customer service/access to services.
* Expansion of existing or new inter-agency collaboration.
* Strategic use of funding to maximize impact and efficiency of resources/operations.
* Agency infrastructure to drive COWIC leadership and partnership potential.

The objective is to implement a work plan to share support and expertise to ensure continuous access and high-quality services for COWIC participants in both regions, which is mutually beneficial to The Parties. The Parties may collectively hold one or more than one COWIC contract to receive annual funding.

## Scope of Work

The Parties agree to adhere to the duties and responsibilities outlined in the attached Addendum specific to their respective roles.

## Supervision of WIC Staff

1. **[Agency/Department]** agrees to provide supervision and oversight for **[Agency/Department]** WIC staff specific to Program-related duties and tasks only.
2. **[Agency/Department]** agrees to cooperate with **[Agency/Department]** in facilitating access to its WIC staff members and providing necessary support and resources to ensure the success of collaborative initiatives.
3. The Parties will work collaboratively to define the roles, responsibilities, and expectations of WIC staff.
4. **[Agency/Department]** will ensure that all Program staff in both agencies adhere to relevant policies, procedures, and standards of service as outlined in the COWIC contract.
5. **[Agency/Department]** agrees to complete chart reviews annually for the Program staff person(s) and at least one observation for performance review purposes.
6. **[Agency/Department]** pledges to provide a written summary of the job performance of WIC staff member(s) to **[Agency/Department]** leadership prior to the staff member’s annual review, ensuring a comprehensive evaluation process.
7. **[Agency/Department]** will assume responsibility for supervising their employee as the WIC staff person(s), ensuring the integration of the WIC job performance summary into the annual review process, and following through with the yearly review.
8. **[Agency/Department]** will collaborate with the **[Agency/Department]** WIC Director to establish and implement performance corrective action steps as necessary.
9. **[Agency/Department]** will accept and allow the **[Agency/Department]** WIC Director to offer guidance, support, and feedback to the **[Agency/Department]** staff person(s) for the Program-specific aspects of their WIC tasks.
10. **[Agency/Department]** will ensure the implementation of any necessary job improvements and ultimately be held responsible for the level and quality of Program service provided in their Agency.
11. **[Agency/Department]** will engage in collaborative efforts with counterparts at the **[Agency/Department]** to synchronize supervision strategies, fostering alignment with COWIC service standards and policies. This Partnership entails ongoing communication and leadership engagement between the agencies.
12. Both Parties shall be responsible for their referral management and all other Program service standards unless otherwise noted in this Agreement.

## Termination and Amendments

This MOU will take effect upon the signature of authorized signatories for each of The Parties.

Either Party may terminate this MOU with or without cause with thirty (30) days advance written notice to the other Party unless there is a failure to perform the duties and responsibilities by either party in Section B. Termination for any reason shall be communicated in writing to COWIC at CDPHE within thirty (30) days.

The Parties acknowledge and consent that the terms of this MOU is contingent upon the annual allocation of funds by CDPHE. In the event of insufficient funding, the Agreement may be terminated without any liability to any of the parties involved.

## Indemnification / Compliance with Law:

* 1. During the term of this MOU, The Parties agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
  2. Notwithstanding any other provision to the contrary, no term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.,* as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either Party, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of C.R.S. § 24-10-101, et seq., and the risk management statutes, C.R.S. §24-30-1501, *et seq.,* as now or hereafter amended.

# Confidentiality of COWIC Information:

The Parties agree to comply with all Program data use policies and procedures as defined in the COWIC Program Policies & Procedures manual.

1. **Other:**
   1. This MOU constitutes the entire agreement between The Parties and supersedes all prior and contemporaneous agreements, representations, and understandings between The Parties. No variation or modification of this MOU, and no waiver of any of the MOU's provisions or conditions shall be binding unless made in writing and signed by duly authorized owners, principals, or officers of The Parties.
   2. This MOU shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. Any delegation or assignment of this MOU by either party without the prior written consent of the other party shall be void. This MOU shall be governed by, and construed according to, the laws of the State of Colorado.
   3. The subject headings of the paragraphs of this MOU are included for purposes of convenience only, and shall not affect the construction or interpretation of its provisions.
2. **Notice and Correspondence**

All notices pertaining to this Agreement shall be in writing and addressed to:

**[AGENCY A]**

**Name**

**Title**

**Agency/Department**

**Address**

**City, Zip Code**

**AND**

**[AGENCY B]**

**Name**

**Title**

**Agency/Department Name**

**Address**

**City, Zip Code**

**IN WITNESS WHEREOF,** The Parties have executed the MOU to be effective on the date first written above.

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**Name Name**

**Title Title**

**Agency/DepartmentAgency/Department**