

9.13 SAMPLE MEMORANDUM OF UNDERSTANDING TEMPLATES

8.13.1 Social Service Referral Policy: Title X clinics must develop a plan to coordinate and refer for social services related to family planning including counseling, referral to and from other social agencies and any ancillary services which may be necessary to facilitate clinic attendance (*42 CFR 59.5 (b)(2)*).

Title X clinics must provide for coordination and use of referral arrangements with other providers of health care services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs (*42 CFR 59.5 (b)(8)*).

8.13.2 Medical Service Referral Policy: Title X clinics must arrange for appropriate client referral for medical services. When appropriate, Title X clinics must establish memorandum of understanding with referral agencies. Medical referrals outside of the scope of family planning services may include, but are not limited to:

1. Counseling outside of the family planning requirements
2. Emergency care
3. HIV/AIDS care and treatment
4. Infertility specialists
5. Chronic care management
6. Any other service that is identified by the clinic

Background:

Title X providers have long served as gateways to the health care system. As a critical part of the health care safety net, linkages to other organizations serving the same target population are essential for optimizing communities' limited resources.

The foundation of a successful relationship includes:

- Leadership engaged in making the relationship successful;
- Mutual trust;
- Understanding of the community and target populations' needs; and
- Clear and mutual understanding of organizational strengths, limitations, and objectives.

The purpose of an MOU is to serve as a written collaborative agreement with relevant referral agencies. Although an MOU is not legally binding, MOUs are increasingly important to demonstrate that the Title X provider has formal linkage to providers of medical and social services.

Procedure:

1. The following MOUs are samples and allow the flexibility to customize the template to suit specific clinic needs as well as those of the communities you serve. When reviewing the document, please consider language you may need to add or remove for your own purposes.
2. The first sample MOU is an agreement with a social service agency, while the second is a sample agreement with a Federally Qualified Health Center.

Memorandum of Understanding
>Title X Provider< AND >Social Service Agency<

This Memorandum of Understanding (MOU) represents an inter-agency agreement between >Title X Provider < and >Social Service Agency<, collectively referred to as “the Agencies.” This MOU addresses the referral collaboration between the Agencies.

1. >Title X Provider < provides comprehensive gynecology, reproductive and sexual health care to low income and uninsured people at clinic sites in >place name(s) <. All family planning and gynecology care is provided at >Title X Provider < on a sliding fee discount schedule. From time to time, it is necessary to refer clients for social services provider for the welfare of the client outside >Title X Provider < scope of practice.
2. >Social Service Agency< is a non-profit agency with >number< sites in >place name(s)<. Services are provided on a <insert fee schedule>. From time to time, >social service agency< refers clients to >Title X Provider < for family planning services.
3. This MOU is intended to outline generally the ways that the Agencies implement and manage referrals.
4. It is jointly understood that:
 - a. Staff at >Title X Provider< will provide family planning services for > Social Service Agency < clients in accordance with the >Title X Provider’s< sliding fee discount schedule and regardless of such clients’ ability to pay or payor source.
 - b. Staff at > Social Service Agency will provide services for >Title X Provider< clients in accordance with the > Social Service Agency’s< sliding fee discount schedule and regardless of such clients’ ability to pay or payor source.
 - c. All reasonable efforts will be made to accommodate referred clients.
 - d. Nothing in this Agreement will require, nor shall the Agreement be construed to require, > Social Service Agency < to refer clients to >Title X Provider<, and > Social Service Agency < may refer clients to any provider of Covered Services that they deem appropriate.
 - e. Nothing in this Agreement will require, nor shall the Agreement be construed to require, >Title X Provider< to refer clients to > Social Service Agency <, and >Title X Provider< and its affiliated health care professionals may refer clients to any provider of Covered Services that they deem appropriate.
 - f. Staff at the Agencies will establish a process to communicate directly and securely with each other in order to coordinate client care.
 - g. **(If Applicable)** The Agencies will establish a data-sharing process to implement and manage client referrals. These data may include but not be limited to: >insert data needed to continue client care< 9 (i.e. client demographics, medications, allergies, problem lists, procedures, alerts, as well as laboratory and radiology reports). Thus, the Agencies will

have the ability to share data to enhance the client's care, avoid duplicative services and support quality initiatives, benchmarking, and sharing of best practices.

- h. Case managers at *>Title X Provider<* will track client follow-through on all referrals through the established communication and data-sharing process and mechanisms.
- i. In the event a referred client has not received care, the *>Title X Provider<* case manager will follow up directly with the client if medically necessary.

Accountability

In the event that the Agencies have reason to believe that one or more of the expectations or activities included in this MOU are not taking place, the following steps shall occur:

1. A meeting shall be called with all parties present.
2. A mutually agreed upon resolution shall be discussed and agreed upon by all parties.
3. If necessary an amendment shall be made to this MOU or a new MOU shall be developed between *> Social Service Agency <* and *>Title X Provider<*.

Updates

This MOU can be updated with the agreement of all parties at any time.

>Title X Provider<

>Social Service Agency<

>Title X Provider Director Name< (date)
Name< (date)
 Executive Director

> Social Service Agency Director<
 Executive Director

Memorandum of Understanding
>Title X Provider< AND >FQHC<

This Memorandum of Understanding (MOU) represents an inter-agency agreement between >Title X Provider < and >FQHC<, collectively referred to as “the Agencies.” This MOU addresses the referral collaboration between the Agencies.

1. >Title X Provider < provides comprehensive gynecology, reproductive and sexual health care to low income and uninsured people at clinic sites in >place name(s)<. All family planning and gynecology care is provided at >Title X Provider < on a sliding fee discount schedule. From time to time, it is necessary to refer clients to a primary care provider to manage illness or disease outside >Title X Provider < scope of practice.
2. >FQHC< is a federally-qualified health center (FQHC) with >number< clinical sites in >place name(s)<. All services are provided on a sliding fee discount schedule. From time to time, >FQHC< refers clients to >Title X Provider < for specialized services.
3. Both >Title X Provider < and >FQHC< utilize the >vendor name< electronic health record (EHR), as a part of both Agencies’ participation in the >Provider Network Name<, a quality improvement collaborative. The >Provider Network Name< facilitated the implementation of a common EHR within all member practices. The Agencies have secure, web-based access to all shared-client’s data, including demographics, referrals, medications, allergies, problem lists, procedures, alerts, laboratory and radiology reports. Thus, the Agencies are clinically integrated through population-based quality initiatives, benchmarking and sharing of best practices.
4. This MOU is intended to outline generally the ways that the Agencies implement and manage referrals.
5. It is jointly understood that:
 - a. Staff at >Title X Provider< will provide family planning services for >FQHC< clients in accordance with the >Title X Provider’s< sliding fee discount schedule and regardless of such clients’ ability to pay or payor source.
 - b. Staff at >FQHC< will provide primary care services for >Title X Provider< clients in accordance with the >FQHC’s< sliding fee discount schedule and regardless of such clients’ ability to pay or payor source.
 - c. All reasonable efforts will be made to accommodate referred clients.
 - d. Nothing in this Agreement will require, nor shall the Agreement be construed to require, >FQHC< to refer clients to >Title X Provider<, and >FQHC< and its affiliated health care professionals may refer clients to any provider of Covered Services that they deem appropriate.
 - e. Nothing in this Agreement will require, nor shall the Agreement be construed to require, >Title X Provider< to refer clients to >FQHC<, and >Title X Provider< and its affiliated health care professionals may refer clients to any provider of Covered Services that they deem appropriate.

- f. The Agencies will utilize the EHR to implement and manage referrals.
- g. Healthcare providers at the Agencies will communicate directly and securely with each other through the EHR enterprise in order to coordinate client care.
- h. Case managers at *>Title X Provider<* will track client follow-through on all referrals by utilizing the EHR enterprise system.
- i. In the event a referred client has not received care, the *>Title X Provider<* case manager will follow up directly with the client if medically necessary.

Accountability

In the event that the Agencies have reason to believe that one or more of the expectations or activities included in this MOU are not taking place, the following steps shall occur:

1. A meeting shall be called with all parties present.
2. A mutually agreed upon resolution shall be discussed and agreed upon by all parties.
3. If necessary an amendment shall be made to this MOU or a new MOU shall be developed between *>FQHC<* and *>Title X Provider<*.

Updates

This MOU can be updated with the agreement of all parties at any time.

>Title X Provider<

>FQHC<

>Title X Provider Director Name< (date)
Executive Director

>FQHC Director Name< (date)
Executive Director

Memorandum of Understanding
>Title X Provider< AND >FQHC<

This Memorandum of Understanding (MOU) represents an inter-agency agreement between >Title X Provider < and >FQHC<, collectively referred to as “the Agencies.” This MOU addresses the referral collaboration between the Agencies.

1. >Title X Provider < provides comprehensive gynecology, reproductive and sexual health care to low income and uninsured people at clinic sites in >place name(s)<. All family planning and gynecology care is provided at >Title X Provider < on a sliding fee discount schedule. From time to time, it is necessary to refer clients to a primary care provider to manage illness or disease outside of its scope of practice.
2. >FQHC< is a federally-qualified health center (FQHC) with >number< clinical sites in >place name(s)<. All services are provided on a sliding fee discount schedule. From time to time, >FQHC< refers clients to >Title X Provider < for specialized services.
3. This MOU is intended to outline generally the ways that the Agencies implement and manage referrals.
4. It is jointly understood that:
 - a. Staff at >Title X Provider< will provide family planning services for >FQHC< clients in accordance with the >Title X Provider’s< sliding fee discount schedule and regardless of such clients’ ability to pay or payor source.
 - b. Staff at >FQHC< will provide primary care services for >Title X Provider< clients in accordance with the >FQHC’s< sliding fee discount schedule and regardless of such clients’ ability to pay or payor source.
 - c. All reasonable efforts will be made to accommodate referred clients.
 - d. Nothing in this Agreement will require, nor shall the Agreement be construed to require, >FQHC< to refer clients to >Title X Provider<, and >FQHC< and its affiliated health care professionals may refer clients to any provider of Covered Services that they deem appropriate.
 - e. Nothing in this Agreement will require, nor shall the Agreement be construed to require, >Title X Provider< to refer clients to >FQHC<, and >Title X Provider< and its affiliated health care professionals may refer clients to any provider of Covered Services that they deem appropriate.
 - f. Healthcare providers at the Agencies will establish a process to communicate directly and securely with each other in order to coordinate client care.
 - g. The Agencies will establish a data-sharing process to implement and manage client referrals. These data may include but not be limited to: client demographics, medications, allergies, problem lists, procedures, alerts, as well as laboratory and radiology reports.

Thus, the Agencies will have the ability to share data to enhance the client's care, avoid duplicative services and support quality initiatives, benchmarking, and sharing of best practices.

- h. Case managers at *>Title X Provider<* will track client follow-through on all referrals through the established communication and data-sharing process and mechanisms.
- i. In the event a referred client has not received care, the *>Title X Provider<* case manager will follow up directly with the client if medically necessary.

Accountability

In the event that the Agencies have reason to believe that one or more of the expectations or activities included in this MOU are not taking place, the following steps shall occur:

- 4. A meeting shall be called with all parties present.
- 5. A mutually agreed upon resolution shall be discussed and agreed upon by all parties.
- 6. If necessary an amendment shall be made to this MOU or a new MOU shall be developed between *>FQHC<* and *>Title X Provider<*.

Updates

This MOU can be updated with the agreement of all parties at any time.

>Title X Provider<

>FQHC<

>Title X Provider Director Name< (date)
Executive Director

>FQHC Director Name< (date)
Executive Director