

**Memorandum of Agreement  
Between**

[REDACTED]

and

[REDACTED]

This memorandum of agreement (MOA) is made [REDACTED] by and between [REDACTED] [REDACTED] hereinafter referred to as the "[REDACTED]" whose offices are [REDACTED] and [REDACTED] hereinafter referred to as "[REDACTED]" whose address is [REDACTED] whose taxpayer ID number is [REDACTED].

WHEREAS, [REDACTED] desires to enter into an agreement with [REDACTED] to provide prime contractor services for the [REDACTED] ([REDACTED] project, as proposed in the work plan as prepared and awarded under Notice of Grant Award (NGA) [REDACTED] from the Health Resources and Services Administration (HRSA) and any subsequent revisions thereto. The main components of the work plan include:

- Provide training and technical assistance to community health centers (CHCs) on:

[REDACTED]

The work plan and scope of project will be supervised by [REDACTED] [REDACTED] [REDACTED] and the [REDACTED] will be the primary point of contact for all activities related to the agreement.

WHEREAS, [REDACTED] desires to perform such services;

THEREFORE, in consideration of the respective undertakings, [REDACTED] and [REDACTED] hereby covenant and agree as follows:

**Section I – Scope of Work**

[REDACTED] agrees to provide the following services for [REDACTED] during the term of the agreement:

Please refer to the work plan as amended under Grant No. [REDACTED] from HRSA which is made a part of this MOA. The performance measures that this funding supports are only the ones indicated in the approved work plan. [REDACTED] will not provide funding under this MOA for performance measures monitored by [REDACTED] that are not in the approved work plan.

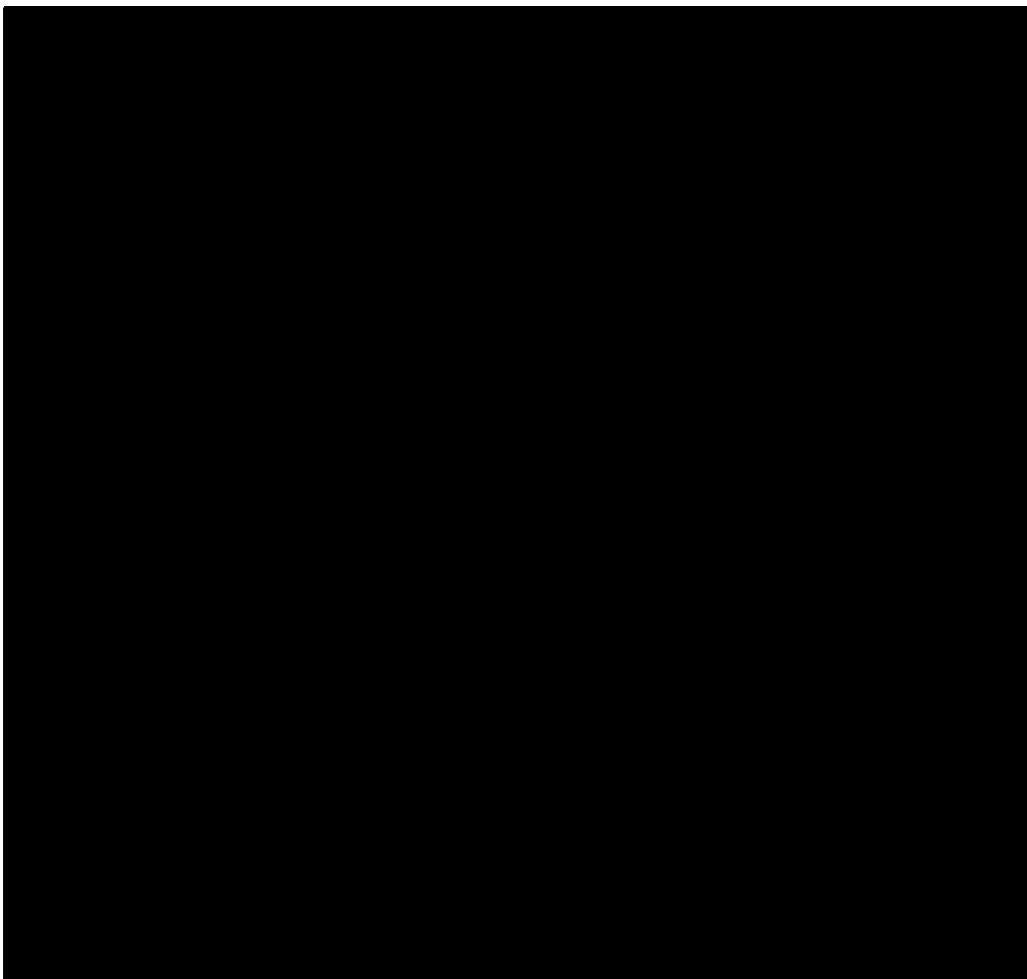
The express intention of both parties is that [REDACTED] is an independent contractor. The attached Standards of Conduct for [REDACTED] Consultants and Subcontractors is a part of this agreement.

**Section II – Terms of Agreement**

This Agreement’s term shall be from August 1, 2016 and terminates on July 31, 2019 renewable annually contingent upon continued funding from HRSA or unless terminated sooner pursuant to Section IV. The term is comprised on three one-year periods (each referred to individually as a “Budget Period”):

Budget Period 1	August 1, 2016 – July 31, 2017
Budget Period 2	August 1, 2017 – July 31, 2018
Budget Period 3	August 1, 2018 – July 31, 2019

All services performed by the contractor will take place in [REDACTED]. Contractor shall not charge CHCs participating in the [REDACTED] for services provided under this MOA. The following CHCs participate in the [REDACTED]



All data produced under this MOA is to be shared between [REDACTED] and [REDACTED] as determined by the annual work plan and CNO.

If any CHC(s) discontinue participation in the grant related activities, funding may be reduced per the formula determined by HRSA and number of CHCs participating.

Funds may not be used for direct patient care, fundraising, lobbying, or the construction/renovation of facilities. These funds may not be used to purchase equipment or supplies for use at the center level or for individual center staffing. Refer to the HHS Grants Policy Statement available at <http://www.hrsa.gov/grants> for information on allowable costs.

Funds awarded under this program may be used to purchase equipment at the state level -- benefiting all participating Health Centers -- which may include data and information systems as well as training and technical assistance related to the provision of HIT and HIT-enabled care services.

Funds may also be used for the one-time purchase of software for use at the network level.

All EHR software and licenses purchased must be certified by an ONC-ATCB.

### **Section III – Compensation**

1. [REDACTED] shall reimburse [REDACTED] a fee not to exceed \$[REDACTED] for Budget Period 1. Parties will negotiate in good faith a fee for Budget Periods 2 and 3. Funding levels may be reduced with a change in CHC participation.
2. [REDACTED] will submit a written request for reimbursement to [REDACTED] on a monthly basis based on actual expenses along with monthly progress reports on activities to date.
3. Copies of all documentation supporting items purchased must be included with the invoice, including a summary of personnel by name, hours worked and current rate.
4. Fringe benefits can be included on the summary of personnel at the rate of 18% as proposed [REDACTED]
5. Administrative Costs of 10% de minimus can be included in the monthly bill submitted to [REDACTED] as listed in the budget.
6. Reimbursement will be provided within 10 business days following receipt of the approved reimbursement request from [REDACTED] [REDACTED].
7. Failure to submit progress reports and adequate documentation for expenses will result in a delay of payment to contractor.

### **Section IV – Termination**

- a. Termination for Convenience. The parties may terminate this agreement, in whole or in part, at any time upon the mutual agreement of the parties. Either party may terminate this agreement without cause upon sixty (60) days' prior written notice to the other party.

b. Termination for Cause. This agreement may be terminated for cause by written notice by either party. No termination for cause may be carried out until the noncomplying party has been provided notice of the grounds for termination and a ten (10) day period in which to cure the noncompliance. The term "cause" includes:

- i. A material breach by either party;
- ii. The loss, suspension or restriction of any license or other authorization to do business that is necessary for either party to perform services under this agreement;
- iii. The omission or commission of any act or conduct for which a license or authorization necessary for either party to perform services under this agreement may be revoked or suspended (regardless of whether such suspension or revocation actually occurs);
- iv. The debarment, suspension, exclusion or ineligibility of either party, or any of the party's employees or agents, to participate in any federal or state healthcare programs, including, but not limited to, the Medicare and Medicaid programs; and
- v. A material change in the financial condition of either party which reasonably indicates that such party will be unable to perform as required under this agreement.

c. Immediate Termination.

- i. This agreement may be terminated immediately upon written notice if HRSA materially modifies, materially reduces, suspends, or terminates the Grant.
- ii. [REDACTED] may immediately terminate this agreement if [REDACTED] is found to have offered or accepted a bribe to secure funding from [REDACTED]

**Section V – Agreement and Authorization**

I hereby agree to the terms and conditions of this Memorandum of Agreement as defined above.

**Signed:**

[REDACTED SIGNATURE]

Date

[REDACTED SIGNATURE]

[REDACTED DATE]

Date

## Appendix A

Standards of Conduct for [REDACTED]

### Consultants and Subcontractors

#### 1. Purpose

The purpose of these standards is to provide safeguards to prevent consultants of the [REDACTED] from using their position for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business or other ties.

#### 2. Financial Interests

No consultant of [REDACTED] may participate in the selection, award or administration of a contract in which federal funds are used, in which he or his immediate family or partner has a financial interest or with whom he/she is negotiating or has any arrangement concerning prospective employment.

[REDACTED] requires that all consultants disclose in writing all business and family relationships which might potentially create a conflict of interest.

#### 3. Gifts/Gratuities

[REDACTED] consultants may not solicit or accept gratuities, favors or anything of value from contractors or potential contractors of [REDACTED]

Any consultant of [REDACTED] shall decline or return any gift and notify [REDACTED] of such gift.

#### 4. Competition

It is the policy of [REDACTED] to conduct all procurement transactions in a manner to provide, to the maximum extent practical, open and free competition. [REDACTED] will be sensitive to, and seek to avoid organizational conflicts of interest or non-competitive practices among contractors. Consultants who want to bid for a contract from [REDACTED] are prohibited from drafting the contract's specifications, request for proposals and the like. Awards will be made to the bidder whose bid is responsive to the solicitation and most advantageous to [REDACTED] price and other factors considered.

[REDACTED] always retains the right to reject all bids when it is in [REDACTED] best interest to do so.

[REDACTED] retains the right to determine, with respect to any particular procurement, that sole-source procurement is justified.

## 5. Bribery

██████████ will immediately terminate the contract of any consultant or contractor found to have offered or accepted a bribe to secure funding from ██████████

## 6. Political Activities

No consultant of ██████████ may engage in political activities during business hours. No consultant may use ██████████ name, facility or resources in connection with political activities.

## 7. Violations

Violations of any of ██████████ standards of conduct must be reported promptly to the ██████████. If the ██████████ has violated the standards, notice must be given to the ██████████.

## 8. Nondiscrimination

██████████ does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, marital status, citizenship status, age, sexual orientation, physical or mental disability, past, present or future membership in a U.S. Uniformed Service or any other characteristic protected by law.

## 9. Lobbying

It is the policy of this ██████████ that no federal grant funds will be used to support the costs, if any are incurred, of prohibited lobbying activities as variously defined by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75. The ██████████ is directed to maintain records (i.e., time sheets, expense vouchers) which accurately document that such lobbying costs, if any, are defrayed by non-grant revenues.

## 10. Expenses

All subcontractors and consultants must comply with Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75, allow-ability of expenses charged and billed to this agreement and required back up documentation for expenses charged. This includes, but is not limited to: time and effort reports indicating hours charged to the project; travel reports showing costs incurred; invoices to support other direct expenses charged to this project and other documentation as may be requested.

## Appendix B

Approved Workplan (Signed and Dated)