

Developing a Memorandum of Understanding

The following provides the basic components of a Memorandum of Understanding (MOU) followed by sample text:

1. Title

*Memorandum of Understanding
Between
XXX WIC Program
And
XYZ Program*

2. Scope and Purpose May include the background information that leads to the creation of this MOU.

Background:

Both XXX WIC Program and XYZ Program serve similar populations of women, infants and children, and are concerned with optimizing the general health and well being of their clients.

Purpose:

The primary goal of this agreement is to establish guidelines and specify actions for the collaboration of both parties to improve access to and the use of these programs by this target population.

3. What the XYZ Program Agrees To

May include the:

- Responsibilities of XYZ Program including oversight, maintenance, and compliance.
- Support and resources needed.
- Timeframes.

XYZ Program agrees to:

1. *Instruct providers to refer WIC eligible infants and children under 5 for WIC services by completing the WIC Pediatric Referral and Special Dietary Requests form.*
2. *Inform WIC of relevant changes in the XYZ Program policies and procedures.*
3. *Provide information about the XYZ Program services to WIC.*
4. *Orient new providers and program staff about the benefits and availability of WIC services.*
5. *Inform providers and program staff about changes and updates in WIC services.*
6. *Include information about WIC services, referral, and eligibility in the orientation of new XYZ Program staff.*
7. *Follow-up on reported inappropriate and questionable nutrition/medical information or counseling given to WIC participants by any XYZ Program providers and provide a written response to WIC.*
8. *Provide WIC with provider lists quarterly or when updated lists are available.*

4. Disclosure of WIC Participant Confidential Information

If the MOU includes the disclosure of WIC participant confidential information, the following MUST be included:

1. *The use of WIC participant confidential information will be limited to:
 - a. *establishing the WIC participants eligibility for XYZ program, and*
 - b. *conducting XYZ Program outreach activities/follow-up.**
2. *The XYZ Program will not use the information for any other purpose or disclose the information to a third party.*
3. *The XYZ Program will hold WIC participant confidential information in the strictest confidence and take all precautions necessary to prevent any unauthorized disclosure of such confidential information.*
4. *Restrictions on the disclosure of participant confidential information shall survive the termination, expiration or cancellation of this MOU.*

5. What the XXX WIC Program Agrees To

May include the:

- Responsibilities of XXX WIC Program including oversight, maintenance, and compliance.
 - Support and resources needed.
 - Timeframes.

XXX WIC Program agrees to:

1. *Orient new WIC participants about the XYZ Program.*
 2. *Refer XYZ Program eligible participants on a XYZ Program Referral Form.*
 3. *Orient new WIC staff about XYZ Program services.*
 4. *Inform WIC staff about changes and updates in the XYZ Program.*
 5. *Inform XYZ Program of relevant changes in WIC policies, procedures, and eligibility.*
 6. *Inform XYZ Program of questionable nutrition/medical information or inappropriate counseling given to XYZ Program clients by WIC staff.*
- If the MOU includes the disclosure of WIC participant confidential information, the following MUST be included:*
7. *Ensure that all participants, about whom WIC is disclosing personal confidential information, have given written consent to disclose such information to XYZ Program.*

6. What Both Programs Agree To

May include the:

- Responsibilities of both parties.
- Support and resources needed.
- Specific timeframes as indicated.
- Monitoring component to evaluate compliance and effectiveness/cost savings.
- Re-assess needs of program and review and update MOU after a set period of time before renewing.

Both programs agree to:

1. *The term of this MOU shall be Month/Day/Year through Month/Day/Year.*
2. *Appoint a representative from each program to coordinate activities relating to the terms of this agreement and to facilitate the exchange of information. These representatives will regularly communicate with one another and meet at a minimum of once during the effective period of this MOU.*
3. *Develop and implement a monitoring component to determine compliance and effectiveness.*
4. *Re-assess program needs and review and update this MOU annually, and renew upon agreement of both parties.*
5. *Provide in-service training to the other program's staff at least annually.*
6. *Distribute each other's outreach materials to the target population, medical providers, and to other agencies.*
7. *Inform each other of workshops, presentations, etc. that may be of mutual interest.*

7. Signatures/Dates

Designated representative of each party sign and date the MOU document.

Signature Block

Signature Block

Title

Title

Program

Program

Date

Date