



The National Economic Development & Law Center

2201 Broadway, Suite 815, Oakland, CA 94612

Phone: (510) 251-2600 x 109 Fax: (510) 251-0600 caftel@nedlc.org www.nedlc.org

SAMPLE COLLABORATION AGREEMENT

ABCDE INTEGRATIVE WELFARE-TO-WORK TEAM

Memorandum of Understanding

**Between
A,B,C,D, and E**

October 1, 2000

Purpose—The parties to this Memorandum of Understanding (“MOU”) are “A”, Inc. (hereafter referred to as “A”), “B”, Inc. (hereafter referred to as “B”), “C”, Inc. (hereafter referred to as “C”), “D”, Inc. (hereafter referred to as “D”), and “E”, Inc. (hereafter referred to as “E”). Each party is a California nonprofit public benefit corporation, tax-exempt pursuant to Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. The parties enter into this MOU in furtherance of their charitable purposes.

The parties hereby form the ABCDE Integrative Welfare-to-Work Team (the “Collaborative”). The Collaborative will submit a joint proposal to the _____ County Social Services Agency (the “Agency”) for a project to deliver appropriate, client-centered services to TANF recipients who reside in the _____ district of _____, California (the “Project”). “A” will serve as lead agency and fiscal agent for the Collaborative. Each party shall approve the Project proposal prior to its submission.

Duration—This MOU shall commence on the date first written above and shall terminate on the completion of the Project, unless earlier terminated as provided herein. The Project shall commence on January 1, 2001, and shall continue for at least one year. Any party, except “A”, may terminate its participation in the Collaborative and this MOU upon 90 days written notice delivered to “A”. “A” shall make appropriate arrangements for the performance of the responsibilities of a terminating party. “A” may terminate its participation in the Collaborative and this MOU upon 90 days written notice to the other parties and the written approval of the Agency.

Project Description—The Project will consist of comprehensive employment-related services to TANF recipients in _____. The Project will accommodate individuals at any point in their welfare-to-work program participation history. It will provide, outreach, job club, job search, job placement, assessment, vocational training, on-the-job training, and internship opportunities, and job retention services. It will also provide comprehensive support services, including domestic violence, addiction/recovery, mental health, physical health, disability, childcare, material assistance, and family services.

Goal—The goal of this Collaborative Project is to serve a minimum of 100 _____ TANF recipients. The Collaborative will assist _____ residents in preparing for work, acquiring marketable skills, maintaining good health, using quality child care resources, locating unsubsidized employment, and maintaining long-term job retention. It ultimately hopes to help revitalize the _____ area through its workforce and job development efforts.

Responsibilities—In carrying out the Project, each party shall have the following responsibilities, as more fully described in the Project proposal.

“A” shall:

1. Serve as the fiscal agent and lead agency for the award from the Agency. As such, “A” will submit invoices on behalf of the Collaborative to the Agency and will distribute funds to the Collaborative parties.
2. Administer the contract from the Agency.
3. Serve as Project manager. As such, “A” shall monitor the performance of the other parties, and may remove any party from this MOU for failure to perform in accordance with this MOU and the Project proposal. Prior to removal, “A” shall deliver a notice of non-performance to all parties, provide an opportunity for the non-performing party to be heard at a meeting of the Collaborative, and shall provide an opportunity for the non-performing party to cure the deficiencies in its performance. “A” shall make appropriate arrangements for the performance of the responsibilities of a removed party.
4. Perform outreach to a sufficient number of potential clients to engage 100 individuals in the Project (Project participants).
5. Provide job counseling services to at least 100 Project participants.
6. Provide job club and job search services to a portion of the 100 Project participants (the actual number to be determined by the needs of the Project participants).
7. Offer post-assessment services to a portion of the 100 Project participants. Post-assessment services include vocational training, on-the-job training, internships, volunteer positions, and classroom training.

8. Manage on-the-job training and internship programs, including stipend and wage subsidy programs.
9. Provide support services to at least 100 Project participants. Support services include addiction and recovery counseling, disability counseling, family counseling, client material assistance, housing assistance, children's programming, support groups, voicemail services, and referrals.
10. Place 40 Project participants in unsubsidized employment.
11. Offer retention services to 40 Project participants.
12. Perform and supervise case management for Project participants.
13. Ensure and document that Project participants are participating in the required number of hours of work and/or job readiness activities.
14. Coordinate documentation submitted by the Collaborative to the Agency and other entities.
15. Coordinate Collaborative meetings.
16. Coordinate Project evaluation.

“B” shall:

1. Provide one-on-one domestic violence counseling to at least 30 Project participants.
2. Provide access to a domestic violence support group to at least 30 Project participants.
3. Make presentations on domestic violence during “A’s” “Life Skills” program twice per week.
4. Submit monthly service reports and invoices to “A”.

“C” shall:

1. Make 20-25 childcare slots available to Project participants' children at the _____ facility.
2. Provide approximately _____ childcare slots for Project participants' children at other facilities in the _____ area.
3. Provide approximately 8 internship opportunities for Project participants.

4. Submit monthly service reports and invoices to “A”.

“D” shall:

1. Provide a Public Health Nurse to perform preliminary health assessments for all Project participants who choose to use the service.
2. Accept referrals of Project participants for the full range of “D’s” services, including, but not limited to: inpatient and outpatient addiction and recovery care; methadone clinic; Family Life Resource Center, including the Healthy Start program; and mental health services.
3. Make presentations on health issues during “A’s” “Life Skills” program twice per week.
4. Submit monthly service reports and invoices to “A”.

“E” shall:

1. Provide approximately 20 internships at its _____ site for Project participants.
2. Provide food to qualifying Project participants.
3. Submit monthly service reports and invoices to “A”.

All parties shall:

1. Maintain Project participant confidentiality in accordance with Federal, State and County laws and regulations.
2. Participate in Project evaluation activities.
3. Meet at least quarterly to share Project information.
4. Maintain a policy of comprehensive general liability insurance of at least \$1 million in coverage, and such other bonding and liability insurance, including but not limited to unemployment and workers’ compensation insurance, required by law or usual and customary with respect to the conduct of its activities, including its activities on the Project. To the extent possible, the other parties shall be named as additional insureds on all such liability insurance policies.

Financial—“A” will be ultimately responsible for all Project accounting, billing, banking and funder reporting activities. Each party in the Collaborative shall be responsible for invoicing “A” on a monthly basis for services performed, in the amount and at the rates described in the Project proposal.

Evaluation—“A” will be responsible for evaluating overall Project outcomes. Each party in the Collaborative will submit outcome reports to “A”. More specific evaluation procedures will be developed upon notification of award from the Agency.

Communication—The parties will meet on at least a quarterly basis. Other meetings between two or more parties will occur as required. The “A” Project Coordinator shall ensure regular and ongoing communication between the parties via phone, on-site visits, email notices, and other forms of communication.

Strategic Plan—The Collaborative’s response to the Agency’s 2000/2002 Request for Proposals serves as the Collaborative’s strategic plan. More detailed roles and responsibilities that include performance standards and monitoring will be developed upon notification of award from the Agency.

Mediation—The parties agree to make a good faith effort to resolve any and all differences arising among them in the interpretation or performance of this MOU. If the parties fail to reach agreement on any matter, then prior to taking action, the parties shall attempt to employ, at no cost, the services of a third person mutually acceptable to the parties to mediate the dispute within five (5) days of appointment. If the parties are unable to agree on such a third person within five (5) days of the request of either party for mediation, or if on completion of such mediation the parties are unable to settle the dispute, then any party may request arbitration or may take such other action as it deems appropriate.

Authority—Each party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU. This MOU shall not become effective until signed by all parties.

Non-Discrimination—Each party represents that it is an equal opportunity employer and agrees not to discriminate in hiring and employment practices against any person on any ground prohibited by law or regulation for any position for which an employee or applicant for employment is qualified.

Independent Contractor—Each party has or will secure all personnel required in performing its services under this MOU, and shall be responsible for all taxes and other payments, and all reporting requirements, for the personnel that it uses in the performance of its services.

Inspection—Upon reasonable notice, “A” may inspect any books, records, or other materials of any party that pertain directly to this MOU, with the right to make copies of any or all such material.

Amendments—This MOU constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Amendments of this MOU must be in writing and signed by a duly authorized representative of each party.

