

Memorandum of Agreement Template

Memorandum of Agreement

Between

The New Jersey Department of Children and Families

And

I. PARTIES

Suggested language:

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the New Jersey Department of Children and Families (DCF), whose address is _____ and _____, and _____, whose address is _____ (collectively referred to as the "Signatory Parties"). When executed by all the Signatory Parties, this MOA shall become effective as of the last signature date.

II. PURPOSE

This section should contain a concise statement of the reason the agreement is being developed. It may be as simple as stating the project goal, or the outcome that will result. It may also be helpful to include a brief background statement to provide context for the agreement.

III. DEFINITIONS

This section is used to define terms that carry particular meaning to the agreement beyond the terms' ordinary definitions.

IV. DETAILS OF THE AGREEMENT

This section is the substance of the agreement. It should include the details of the work, and the working relationship, covered by the agreement. Specifics, especially timeframes, are important.

If the MOA will permit the sharing of confidential information, this section must include notation that the parties agree to abide by all applicable laws and regulations concerning the safeguarding of that information.

Suggested Language:

The Parties agree to observe and abide by all relevant laws and regulations on the safeguarding of client information, including the Health Insurance Portability and Accountability Act (HIPAA) and N.J.S.A 9:8-10a.

V. ROLES & RESPONSIBILITIES (May be incorporated into Section III, above)

It may be helpful, in this section, to outline in bullet format the roles, expectations, and responsibilities of each party in achieving the MOA's purpose. This can include specifying the resources each party will be contributing to the effort.

VI. Confidentiality

Suggested language:

The parties agree that they are mutually bound by and shall adhere to all applicable laws and regulations governing the confidentiality of information exchanged pursuant to this agreement, including but not limited to N.J.S.A § 9:6-8.10a and the Health Insurance Portability and Accountability Act (HIPAA). Parties reserve the right to require that individual agents of other parties sign confidentiality agreements as requested, but the affirmative obligation of such agents to maintain the confidentiality of information shall not be dependent upon the signing of any such document.

VII. AMENDMENTS

Suggested language:

This MOA may be amended by the written request of a Signatory Party. Any proposed amendment or modification shall be submitted by one Signatory Party to the other Signatory Party prior to formal discussion or the negotiation of the issue. Any amendment to this MOA must be set forth in writing and such amendment must be signed by all parties to the MOA in order to become effective and to modify or change this MOA.

VIII. DISPUTE RESOLUTION

Suggested language:

If there are disputes between the Signatory Parties concerning this MOA, the signatories agree to involve the heads of their respective entities in the settlement of disputes, and the Signatory Party Heads or their duly authorized representatives agree to confer to resolve the dispute.

Parties agree that the safety of children is of paramount concern, and will not allow delays, service interruptions, or other disruptions resultant from disputes to create a risk of harm to children.

IX. ENTIRETY OF AGREEMENT

Suggested language:

This MOA, consisting of ___ pages, represents the entire and integrated agreement between the Signatory Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

X. NOTICES

Suggested language:

Whenever, under the terms of this MOA, written notice is required to be given, it shall be directed to the Signatory Party at the address specified in Article I, and to the attention of the persons indicated below with their respective titles, unless written notice of change of address or individual is provided by a Signatory Party. All notices and submissions, except as otherwise expressly

provided herein, shall be sent with an acknowledging return receipt requested. Said notice may be delivered by overnight delivery. Notices required under Article III may be sent by regular mail.

XI. RENEWAL OF AGREEMENT AND TERMINATION

Suggested language:

This MOA shall terminate on Month/Date/Year, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration dates.

OR

This MOA shall terminate one year after execution, but will be automatically renewed for a period of one year unless such extension is objected to by any party to the MOA. This MOA shall continue to automatically renew for no more than three one year periods, absent objection from any party, on the date one year after the prior renewal. The maximum duration of this MOA shall be _____ years from the date of initial execution.

This MOA may be terminated by either Signatory Party upon ____ months prior written notice to the other Signatory Party.

XI. SIGNATORY AUTHORITY

By the signatures below, the Signatory Parties agree to the terms of this MOA.

NJ Department of Children and Families

XXXXXXXXXXXXXXXXXXXXX(other party 1)

By _____
Name

By _____
Name

Title: _____

Title: _____

Date: _____

Date: _____

NJ Department of Children and Families
Office of Budget and Revenue (as needed)

xxxxxxxxxxxxxxxxxxxxxxxxxx(other party 2)

By _____
Name

By _____
Name

Title: _____

Title: _____

Date: _____

Date: _____

CC
DCF Office of Policy and Regulatory Development
All signatories