



**MEMORANDUM OF UNDERSTANDING
TO ESTABLISH A
CONSORTIUM/CONTRACTUAL AGREEMENT BETWEEN
<ORGANIZATION>**

**AND
LA CLÍNICA DE LA RAZA, INC. (LA CLÍNICA)
FOR PROJECT _____
Request for Proposal (RFP) No. _____
Proposed Funding Agency _____**

[If this is a pre-award MOU, include the following] *In the event that La Clínica's grant funding requested is approved, this MOU will be replaced by a Subrecipient Agreement per the final conditions and requirements of the grant award. If the grant funding request is denied, La Clínica will notify <ORGANIZATION> in writing and the MOU will be immediately terminated.*

I. PURPOSE

This Memorandum of Understanding (the "MOU") is entered into by and between La Clínica de La Raza, Inc. (La Clínica) and <OTHER ORGANIZATION> ("_____"), with the intent of establishing a Consortium/Contractual Arrangement in the event that the RFP referenced above is successfully funded.

In consideration of the mutual agreement of the parties and subject to the terms and conditions set forth herein *as intended by the RFP submission*, the Parties hereto agree as follows:

II. SCOPE OF SERVICES

LA CLÍNICA:

La Clínica agrees to:

- 1.
- 2.
- 3.
- 4.

<OTHER ORGANIZATION>:

<OTHER ORGANIZATION> agrees to:

- 1.



- 2.
- 3.
- 4.

III. COMPENSATION

La Clínica agrees to the following terms of compensation/payment for the provision of services detailed in Section II, Scope of Services:

<Specify compensation/payment terms/schedule of payment/invoicing>

<OTHER ORGANIZATION> agrees to the following terms of compensation/payment for the provision of services detailed in Section II, Scope of Services:

<Specify compensation/payment terms/schedule of payment/invoicing>

IV. INSURANCE AND LIABILITY

La Clínica maintains professional, general liability and worker's compensation insurance and will furnish copies of its Certificate of Insurance, upon request.

La Clínica will indemnify <OTHER ORGANIZATION> against all liability, including liability for attorney fees and court costs, arising out of or in connection with La Clínica's performance of its duties under this MOU.

<OTHER ORGANIZATION> will indemnify La Clínica against all liability, including liability for attorney fees and court costs, arising out of or in connection with <OTHER ORGANIZATION>'s performance of its duties under this MOU.

Each party will give the other prompt notice of any demand, claim or suit against it.

V. PROJECT PERIOD

A. Term

This Agreement shall commence on _____ and shall continue through the length of RFP process *subject to awarded grant funding and final conditions outlined therein. In the event that funding is approved La Clínica will commence negotiation of the final terms and conditions of the funded Subrecipient Agreement.*

B. Termination of Notice



Either party may terminate this MOU at any time by giving thirty (30) days written notice to the other party.

VI. GOVERNMENT REGULATIONS

IF IT IS A FEDERALLY FUNDED PROGRAM:

A. Federal Grants

It is the intention of La Clínica and <OTHER ORGANIZATION> that the laws of the State of California and any applicable Federal regulations, including, but not limited to, OMB Circular A-133, shall govern the validity of this MOU, the constructions of its terms and the interpretation of the rights and duties of the parties.

It is understood that execution of any amendment or modification to this MOU shall comply with the requirements of any and all applicable statutes and regulations. It is additionally understood that the terms of this MOU shall not be construed to excuse compliance with existing statutes or regulations.

B. Federal Grant Pass-Throughs

As a subrecipient of a federal award <OTHER ORGANIZATION> attests that it has not been suspended or debarred by the federal government and is eligible to receive federal pass-through funding.

IF IT IS NOT A FEDERALLY FUNDED PROGRAM

A. Government Grants

It is the intention of La Clínica and <OTHER ORGANIZATION> that the laws of the State of California and any applicable Federal or local regulations, including, but not limited to, OMB Circular A-133, shall govern the validity of this MOU, the constructions of its terms and the interpretation of the rights and duties of the parties.

It is understood that execution of any amendment or modification to this MOU shall comply with the requirements of any and all applicable statutes and regulations. It is additionally understood that the terms of this MOU shall not be construed to excuse compliance with existing statutes or regulations.

B. Government Grant Pass-Throughs

As a subrecipient of a government award <OTHER ORGANIZATION> attests that it has not been suspended or debarred by any Federal, State, or local government agency and is eligible to receive pass-through funding from governmental sources.



VII. NOTICES

All notices pertaining to this MOU should be sent in writing addressed to:

<NAME>
Title
<ORGANIZATION>
ADDRESS
CITY, CA (ZIP CODE)

<NAME OF PLANNER>
Title
La Clínica de la Raza, Inc.
P. O. Box 22210
Oakland, CA 94623-2210

In witness whereof, the undersigned have executed this Memorandum of Understanding as of the dates set forth below:

<OTHER ORGANIZATION>

La Clínica de La Raza, Inc. (La Clínica)

By: _____
<NAME>
<TITLE>
Date: _____

By: _____
Jane García
Chief Executive Officer
Date: _____

DRAFT