

# Compendium of Sample Agreements and Policies

The following examples related to partnerships, collaborations, and mergers were sourced from various NFPRHA members. Because every organization differs in its policies and procedures, it is important to note that these are merely examples to guide an organization to develop its own documents. Further, leadership is encouraged to consult with legal and financial experts to ensure that agreements and policies comply with federal, state, and local regulations and funding requirements.

Materials have been adapted for clarity and anonymity. If you are interested in sharing an agreement from your organization with NFPRHA, please contact Melissa Kleider at [mkleider@nfprha.org](mailto:mkleider@nfprha.org) or 202-293-3114 ext 209.

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## **Sample Agreement with a Primary Care Provider**

This sample agreement outlines referral terms and communication expectations between a family planning organization and a primary care provider. This agreement meets some of the coordination and communication requirements of NCQA's patient-centered specialty practice recognition – see NFPRHA's [A Framework for Quality Improvement: Family Planning and Patient-Centered Specialty Practice Toolkit](#) for more information.

[FAMILY PLANNING ORGANIZATION LOGO]

[PRIMARY CARE PROVIDER LOGO]

### **Referral Agreement**

#### **Between [FAMILY PLANNING ORGANIZATION] and [PRIMARY CARE PROVIDER]**

[FAMILY PLANNING ORGANIZATION] agrees to collaborate in the provision of comprehensive services to women, men, and their families residing in the communities we serve.

[FAMILY PLANNING ORGANIZATION] provides comprehensive reproductive health services. Patients can access through this provider (their own physician, nurse practitioner, or midwife) prenatal care, family planning services: birth control methods including IUD and Nexplanon insertions, GYN services, STI screening and treatment, HIV counseling, and testing, walk-in pregnancy testing, and referrals for specialty services at the partner hospital. Patients have access to a social worker as needed and can receive short-term mental health counseling. Males are seen for STI screening and treatment and HIV counseling and testing. Related health education is available for the patients and the surrounding community. [PRIMARY CARE PROVIDER] will refer patients to [FAMILY PLANNING ORGANIZATION] for these services.

In the collaboration with [FAMILY PLANNING ORGANIZATION], [PRIMARY CARE PROVIDER] will provide primary outpatient medical care including, but not limited to, care for hypertension, diabetes, obesity as well as other specialty referrals as required for the patient's care.

#### **Coordination and communication with [FAMILY PLANNING ORGANIZATION] and [PRIMARY CARE PROVIDER]**

The entity providing services will obtain signed consent from the patient or caregiver to coordinate care and share relevant information between [PRIMARY CARE PROVIDER] and [FAMILY PLANNING ORGANIZATION].

We both agree to same-day access for urgent referrals and to have a medical provider available on site for consults as needed. We each will utilize our agencies' consult form to request services between the two offices and agree to send the form back with the requested information, confirmation of receipt and acceptance of referral, and date and time of patient appointment additional information required for patient care coordination will be communicated via secure email or telephone. Consult forms should include patient demographics, reason for referral, urgency of referral, and clinical information.

The provider of services will send a referral summary to the referring agency within two weeks of the patient appointment; the summary will include information, including but not limited to: test results, selection of birth control method, and clinical information, that is pertinent to the provision of sexual and reproductive health services.

**Communication and Coordination with Patient/Caregivers**

Tests results, treatment options, and care plans will be discussed with patients/caregivers by the provider of services during the appointment or within 48 hours of receipt of lab results. Communication with patients/caregivers is to be documented in the medical record; any changes in the care plan related to sexual and reproductive health will be communicated to the patient/caregiver by [FAMILY PLANNING ORGANIZATION].

[Name] \_\_\_\_\_  
[Signature] \_\_\_\_\_ [Date] \_\_\_\_\_  
[FAMILY PLANNING ORGANIZATION]

\_\_\_\_\_  
[Name] \_\_\_\_\_  
[Signature] \_\_\_\_\_ [Date] \_\_\_\_\_  
[PRIMARY CARE PROVIDER]

## **Sample Agreement for Shared Family Planning Resources**

This sample agreement is between a public health department and a non-profit Title X family planning provider. The collaboration includes the provision of facilities, supplies, and additional staffing as needed by the health department, and operation of a family planning clinic by the non-profit Title X funded agency.

### **AGREEMENT FOR OPERATION OF FAMILY PLANNING CLINIC**

**THIS AGREEMENT**, entered into this [DAY] of [MONTH], [YEAR] by and between the [COMMUNITY-BASED ORGANIZATION], a [STATE] non-profit corporation, hereinafter referred to as "CBO" and the [COUNTY HEALTH DEPARTMENT], hereinafter referred to as "CHD".

**WHEREAS**, CBO operates family planning clinics for the residents of southern [STATE], which clinics are funded by a grant from Health and Human Services (Title X) through the [Title X GRANTEE] and operated in accordance with the guidelines of Title X; and

**WHEREAS**, CHD provides certain health care services for the residents of [COUNTY]; and

**WHEREAS**, the parties agree that the Family Planning program operated by CBO can be more effective with additional services, staff, and equipment to be provided by CHD.

**NOW, THEREFORE**, it is agreed between the parties as follows:

**CHD hereby agrees and shall do the following:**

1. Donate adequate space in county facilities in which CBO's monthly family planning clinic can be located.
2. Donate adequate staff time of nurses and clerks to conduct and assist the physician or nurse practitioner in CBO's monthly Family Planning clinic.
3. Donate necessary supplies and equipment for the performance of hematocrits/hemoglobins (as needed).
4. Prepare and submit to CBO, or enter the information online at [WEBSITE], such reports as may be required by CBO, including, but not limited to, in-kind vouchers, statistical information, CVR reports, and inventories, which are to be submitted on a monthly basis by the 5<sup>th</sup> of the month. This does not interfere with any other reporting requirements.
5. Perform community out-reach, contact patients for appointments and needed follow-up care and initiate new patient visits.
6. Insure that the donated staff of nurses and clerks will spend an adequate number of hours per month to provide quality care.
7. Arrange for local nurse practitioners or physicians to provide clinic services on at least a monthly basis.
8. Provide all required family planning services as set forth by DHHS (Department of Health and Human Services) in the "Program Guidelines for Project Grants for Family Planning Services," as revised January 2001 or as thereafter amended and;
9. Provide services in accordance with [TITLE X GRANTEE]'s Clinical Service Plan.

Initials: \_\_\_\_\_

**CBO hereby agrees and shall do the following:**

1. Provide contraceptive supplies necessary for the routine operation of the clinics, including birth control pills, Depo Provera injectable contraceptives, diaphragms, foam and condoms.
2. Pay for laboratory expenses to do Pap smear screening and shall provide all supplies needed to do Pap smears, if not available through the cytology lab.
3. Provide pregnancy test kits.
4. Provide clinic supplies such as drape sheets, paper capes, speculums, gloves, and table paper needed to provide the family planning clinic.
5. Allow inclusion in discount purchasing of other needed clinic supplies, either directly through CBO or through our Title X distributor.
6. Ability to participate in family planning training at a free or reduced rate.
7. Ensure access to current guidelines, regulations, instructions and program related materials from [TITLE X GRANTEE] and Title X guidelines.

Initials: \_\_\_\_\_

**IT IS FURTHER JOINTLY AGREED** between the parties as follows:

1. CBO may, from time to time, request changes in the scope of services to be donated by CHD because of changes in the funding provided to CBO. Such changes must be mutually agreed upon between the parties and shall be incorporated in a written amendment to the Agreement.
2. All funds and donations received by CHD as a result of or related to the services performed in the CBO Family Planning clinic shall be retained by CHD and utilized for purposes related to the family planning clinic, such as, but not limited to, postage expenses, overhead expenses and supplies not previously mentioned in this Agreement.
3. CBO and its related funding agents will have access to family planning patient charts for annual compliance monitoring visits.
4. CHD agrees to indemnify and hold CBO Family Planning, its staff members, agents, employees and volunteers harmless from any and all liability to any patient, and from all costs and damages, including CHD, its staff members, agents, employees and volunteers.
5. Either party may terminate this Agreement at any time, with or without cause, upon giving thirty (30) days' written notice of said termination to the other party.

Initials: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first written above.

[COMMUNITY-BASED ORGANIZATION]  
[ADDRESS]

[COUNTY HEALTH DEPARTMENT]  
[ADDRESS]

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

## Sample Financial Operating Policy

In this example, a five-county consortium was created to administer Title X, Title V, and other federally funded health programs. Each county became the lead agency for one of the multi-county programs to reduce administrative cost. This policy outlines the financial responsibility between the county health department in charge of family planning administration and a family planning health care delivery site.

### **Financial Operating Policy for Family Planning Administration at [FAMILY PLANNING HEALTH CARE DELIVERY SITE]**

1. Family planning revenues, including payments made by the state, will be received by [COUNTY HEALTH DEPARTMENT]. They will be passed through to [FAMILY PLANNING HEALTH CARE DELIVERY SITE] when checks are dispersed by [COUNTY HEALTH DEPARTMENT] monthly.
2. [FAMILY PLANNING HEALTH CARE DELIVERY SITE] will bill private insurance, Title XIX, [STATE] Family Planning Network and other payers for services provided by Family Planning Program. The revenues will be remitted to [COUNTY HEALTH DEPARTMENT]. A state expenditure report will be prepared by [FAMILY PLANNING HEALTH CARE DELIVERY SITE] monthly and sent to [COUNTY HEALTH DEPARTMENT]. [COUNTY HEALTH DEPARTMENT] will then submit the expenditure report with a voucher for Maternal/Child Health and Family Planning expenses each month to the [STATE DEPARTMENT OF PUBLIC HEALTH]. The family planning administrative assistant will do the billing and prepare the expenditure reports. The family planning coordinator or the [FAMILY PLANNING HEALTH CARE DELIVERY SITE] director will sign all vouchers and expenditure reports.
3. Line of Responsibility at [FAMILY PLANNING HEALTH CARE DELIVERY SITE]

[FAMILY PLANNING HEALTH CARE DELIVERY SITE] Chief Financial Officer

|

[FAMILY PLANNING HEALTH CARE DELIVERY SITE] Director

|

[MULTI-COUNTY AGENCY] Family Planning Program Coordinator

|

[MULTI-COUNTY AGENCY] Family Planning Administrative Assistant

|

[MULTI-COUNTY AGENCY] Family Planning Coordinators

4. The five county agency coordinators with their staff are responsible for providing [FAMILY PLANNING HEALTH CARE DELIVERY SITE] with client visit records, service logs, super-bills, yearly insurance consents, and information for private insurance and Title XIX eligible billing. Nursing visit sheets and exam sheets are also provided to [FAMILY PLANNING HEALTH CARE DELIVERY SITE] for specific billing procedures as instructed.
5. General accounting principles are used.
6. [FAMILY PLANNING HEALTH CARE DELIVERY SITE] business office, under the supervision of the chief financial officer, keeps the general ledger, prepares monthly reports, pays the vouchers once a week as submitted by [FAMILY PLANNING HEALTH CARE DELIVERY SITE] and assures that audits are conducted.

## Sample Memorandum of Understanding

This sample MOU is between a family planning services provider and a community college that outlines the need for partnership, provides an overview of the project, and defines roles in the collaboration.

### **Memorandum of Understanding between [FAMILY PLANNING HEALTH CENTER] and [COMMUNITY COLLEGE] in [COUNTY]**

**Project Need:** In 2007 [COUNTY] experienced an increase in teen pregnancies after years of steady decline. According to the 2007 data, the overall teen pregnancy rate increased by 8%, this increase was largely due to a dramatic increase of the 18–19 year old population.

In fact, two thirds of teen pregnancies are to 18–19 year olds. In an effort to increase knowledge and access to reproductive health care, [FAMILY PLANNING HEALTH CENTER] and [COMMUNITY COLLEGE] will partner to link students to quality health care. According to national data, nearly half (48%) of community college students have ever been pregnant or gotten someone pregnant. Unplanned pregnancies increase the risk of dropping out or stopping college—61% of women who have children after enrolling in community college fail to complete their degree, which is 65% higher than the rate for those who didn't have children. The partnerships between a [FAMILY PLANNING HEALTH CENTER] and [COMMUNITY COLLEGE] will be crucial to reduce drop out and prevent unplanned pregnancies in [COUNTY].

**Project Overview:** [FAMILY PLANNING HEALTH CENTER] a medical facility with the ability to offer health care including family planning, will begin working on the [COMMUNITY COLLEGE] campus one day per week. [FAMILY PLANNING HEALTH CENTER] will be present on campus during a day and time that is determined at a later date to sufficiently meet the needs of the freshman students but will remain consistent each week.

[FAMILY PLANNING HEALTH CENTER] will provide a staff member one day per week to be available to students in regards to their health needs. [FAMILY PLANNING HEALTH CENTER] will develop outreach strategies for freshman specifically and will prioritize the 18–19 year old population in their outreach strategies. [FAMILY PLANNING HEALTH CENTER] will promote the importance of utilizing their services especially in regards to family planning and will offer services that are affordable and “friendly” to the adolescent patient. [COMMUNITY COLLEGE] will provide space and time that is high traffic for freshman students, and provide opportunities on campus (via student activities and/or courses) for [FAMILY PLANNING HEALTH CENTER] to increase awareness of services in [COUNTY NAME].

Each of the individuals included below indicate via their signature an understanding of their participation in the project. The individual will be responsible for providing support on site to the program indicated above, which includes aiding in the logistical planning and execution of evaluation of students for programming purposes, implementation of the curriculum, and

participation in events as outlined above. The dates are subject to change with one week's notice to the indicated individuals below for their respective locations. Participation is crucial in the success of this project and represents a commitment to this project and to young people in their community.

Name of Organization	Title	Signature	Date
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# Sample Certificate of Merger

An example of a legal document to finalize the merger between a federally qualified health center and a county family planning health center.

**CERTIFICATE OF MERGER FOR**  
**[FEDERALLY QUALIFIED HEALTH CENTER]**  
**AND**  
**[COUNTY FAMILY PLANNING HEALTH CENTER]**  
**INTO**  
**[FEDERALLY QUALIFIED HEALTH CENTER]**

Under Section 904 of the Not-for-Profit Corporation Law

Paragraph First: The names of each of the constituent corporations are [FEDERALLY QUALIFIED HEALTH CENTER] and [COUNTY FAMILY PLANNING HEALTH CENTER]. Neither constituent corporation has changed its name since formation. The name of the surviving corporation shall be [FEDERALLY QUALIFIED HEALTH CENTER].

Paragraph Second: The membership and holders of any certificates evidencing capital contributions or subventions, of the constituent corporation of [COUNTY FAMILY PLANNING HEALTH CENTER] is as follows:

Membership/Certificate Holders	Number	Classification
Voting Rights		

\_\_\_NONE\_\_\_\_\_

Paragraph Third: The membership and holders of any certificates evidencing capital contributions or subventions, of the constituent corporation of [FEDERALLY QUALIFIED HEALTH CENTER] is as follows:

Membership/Certificate Holders	Number	Classification
Voting Rights		

\_\_\_NONE\_\_\_\_\_

Paragraph Fourth: There are no amendments or changes to the certificate of incorporation of the surviving corporation to be effected by the merger at this time.

Paragraph Fifth: The effective date of the merger shall be the date of filing with the [STATE] Department of State, Division of Corporations.

Paragraph Sixth: The date of filing of the certificate of incorporation of constituent corporation [COUNTY FAMILY PLANNING HEALTH CENTER] with [STATE] State Department of State is [DATE].

Paragraph Seventh: The date of filing of the certificate of incorporation of constituent corporation [FEDERALLY QUALIFIED HEALTH CENTER] with [STATE] Department of State is [DATE].

Paragraph Eighth: The manner by which the merger was authorized by constituent corporation [COUNTY FAMILY PLANNING HEALTH CENTER] is as follows:  
[COUNTY FAMILY PLANNING HEALTH CENTER] Board of Directors voted in favor of this merger on [DATE].-----

Paragraph Ninth: The manner by which the merger was authorized by constituent corporation [FEDERALLY QUALIFIED HEALTH CENTER] is as follows:  
[FEDERALLY QUALIFIED HEALTH CENTER] Board of Directors voted in favor of this merger on [DATE].-----

Paragraph Tenth: That the approval of this merger by the [STATE] State Department of Health, as required by Section 404 of the Not-for-Profit law, is annexed hereto.

[COUNTY FAMILY PLANNING HEALTH CENTER]  
*Constituent Corporation*

Dated: [DATE] -----

By: [NAME]

Title: [TITLE]

STATE OF [STATE] COUNTY OF [COUNTY] } ss.:

Before me personally came [NAME], in his/her capacity as [TITLE] of [COUNTY FAMILY PLANNING HEALTH CENTER], to me personally known and known to me to be the same person in and who executed the within Instrument.

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Notary Public

[FEDERALLY QUALIFIED HEALTH CENTER]  
*Constituent Corporation and Surviving Corporation*

Dates: [DATE] \_\_\_\_\_

By: [NAME]

Title: [TITLE]

STATE OF [STATE] COUNTY OF [COUNTY] } ss.:

Before me personally came [NAME], in his/her capacity as [TITLE] of [FEDERALLY QUALIFIED HEALTH CENTER], to me personally known and known to me to be the same person in and who executed the within Instrument.

\_\_\_\_\_  
Notary Public

## Sample Reserved Powers

An example of a document detailing an organization's "reserved powers" related to a merger. Organizations that go through a merger have the right to reserve certain powers (typically related to governance) that will not fall under the authority of the new governing body.

### Reserved Powers

In addition to such \_\_\_\_\_ rights as are provided by law, the following rights and powers are reserved to [AGENCY NAME]:

- (a) To determine the number of Directors that will comprise the Board of Directors.
- (b) To nominate and elect the Directors of the Corporation.
- (c) To remove, with or without cause, or approve the removal, of any Director from the Corporation's Board of Directors, and to appoint the replacement of any such removed Director or to fill any other vacancy on the Board of Directors for the unexpired portion of the term.
- (d) To elect, re-elect, appoint, reappoint and remove all Officers of the Corporation and/or to approve the election, re-election, appointment, reappointment and removal of all Officers of the Corporation.
- (e) To amend, revise or reinstate the Corporation's Articles of Incorporation and Bylaws, provided, however, that the Members shall not amend, revise or restate Section \_\_\_\_ (Purpose) of the Bylaws or Article 3 of the Articles of Incorporation unless the Board of Directors has recommended and approved such amendment, revision or restatement, and to approve all amendments or revisions to the Corporation's Articles of Incorporation and Bylaws that may be proposed by the Corporation's Board of Directors before they become effective.
- (f) To adopt or change the mission, purpose, philosophy or objectives of the Corporation.
- (g) To dissolve, divide, convert or liquidate the Corporation, to consolidate or merge the Corporation with another corporation or entity, or to acquire substantially all of the assets of another corporation or entity.
- (h) To approve the annual capital and operating budgets of the Corporation and any amendment thereto.

- (i) To approve the incurrence of debt or capital expenditure by the Corporation in excess of [\$50,000] whether in a single transaction or a series of related transactions, if such debt or capital expenditure is not included in the Corporation's approved budgets.
- (j) To approve any transfer of the Corporations assets unless specifically authorized in the Corporation's approved budgets.
- (k) To select and appoint the auditors and legal counsel of the Corporation.
- (l) To initiate and approve the formation or dissolution of a subsidiary of the Corporation.
- (m) To initiate and approve strategic plans of the Corporation.
- (n) To initiate and approve investment policies.

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Signature

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Date

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Signature

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Date