**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the Missouri Hospital Association (MHA), the MHA Health Institute (MHI), the Authorized Representative[[1]](#footnote-1) and MHA Staff Liaison for the XXXXXXXXXXX, an unincorporated professional membership group (PMG) organized under MHI. MHA, MHI, PMG and MHA Staff Liaison are referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, PMG is a membership organization of MHI, a majority of whose members are employees of MHA-member institutions or who provide services to the hospital industry;

WHEREAS, MHA and MHI wish to promote and encourage the success of PMG and can provide services to PMG in realizing that end; and

WHEREAS, PMG has as its primary goal networking and the creation of educational programs for its members.

THEREFORE, the parties agree to provide mutual support and services in accordance with the following terms and conditions.

I. Structure

A. Authorized Representative and MHA Staff Liaison understand and recognize that PMG is an affiliated group of MHI that operates under MHI’s tax exempt status as a 501(c)(3) corporation, and PMG is not a separate legal entity. Due to the conditions under which PMG exists, PMG is prohibited from engaging in the following activities:

1. Opening bank accounts in the name of PMG;

2. Entering into contractual relationships or other legal arrangements, including affiliation agreements with national organizations of a similar purpose without permission from MHI (MHI, as the signatory, will enter into such arrangements on behalf of PMG when requested by PMG and approved by MHI);

3. Engaging in litigation or any other legal, quasi-legal or judicial process in the name of PMG;

4. Using its funds for any purpose other than charitable or educational activities or in any manner that inures to the benefit of a private individual;

5. Engaging in independent lobbying activities;

6. Filing federal or state tax documents or incorporation documents with the Missouri Secretary of State without written authorization from MHI;

7. Hiring employees or independent contractors, whether part-time or full-time (MHI will engage in such activities on behalf of PMG when appropriate);

8. Buying insurance in the name of PMG; and

9. Renting or leasing residential or business realty in the name of PMG.

B. PMG may establish operating guidelines to manage the operations of PMG and its membership. Such operating guidelines may establish officers and directors to provide leadership for PMG. However, PMG and MHA Staff Liaison understand and recognize that the officers and directors of PMG have no authority to create any legal obligation on behalf of PMG, including but not limited to, entering into legally binding contracts or arrangements. PMG and MHA Staff Liaison further understand and agree that the officers and directors of PMG are not covered under MHI’s Directors and Officers Liability insurance policy, although activities carried out in accordance with this MOU are subject to the terms and conditions of coverage under the general commercial liability insurance of MHA and its affiliated organizations.

II. Representation and Advocacy

A. MHA’s highest priority is representation and advocacy on behalf of its members before the executive, legislative and judicial branches of the Missouri and federal governments and other forums as necessary. MHA recognizes that PMG from time to time may have interests in or expertise concerning issues of interest to MHA.

B. MHA agrees to seek input, as appropriate, from PMG members concerning subjects of advocacy and representation; however, PMG recognizes the necessity of the hospital industry speaking with one voice to eliminate confusion and misunderstandings. Therefore, PMG recognizes it is primarily an educational organization and will defer to MHA’s leadership on such issues. In the event disputes arise, these will be resolved according to Article VIII of this Agreement prior to PMG taking any independent action. Because PMG is a 501(c)(3), it cannot sponsor or engage in any lobbying activities, although its members may individually petition government on their own behalf.

III. Educational Programs

A. If requested by PMG, MHI will be responsible for developing, planning and presenting PMG’s educational programs, the cost of which is covered by registration fees set by MHI. MHI will work in coordination with the MHA Staff Liaison concerning subjects, presenters, dates, potential audiences and general locations of educational programs.

B. MHI will be responsible for administrative details of planning such educational programs including, but not limited to, setting a reasonable registration fee that will cover the costs of the program, at a level designed to ensure the program does not lose money. MHI will assume the financial risk associated with conducting an education program for PMG and will be entitled to keep any revenue over expenses realized from the event. However, PMG may subsidize the registration fee from its own funds to reduce the fee.

C. Because it is assuming financial risk, MHI reserves the right, after full consultation with PMG, to cancel an education program to protect itself from financial loss.

D. After consultation with MHI staff, MHI may provide support in organizing trade shows, in conjunction with educational programs, subject to the same requirements applicable to the educational program, if MHI has determined it is appropriate to do so. In making its determination, MHI will consider the needs of PMG, the amount of MHI staff time needed for support, the availability of staff, and the financial implications to MHI.

E. PMG may request from MHI assistance for coordination of webinars and virtual events. The base cost of a single hour webinar or virtual event is $500 and additional fees may apply for webinars or virtual events that extend past one hour. This fee is exclusive of any applicable speaker fees. PMG may request MHI’s support for a webinar or virtual event by first completing the Speaker Information Form and submitting the form to the executive assistant of Education no less than ten weeks prior to webinar or virtual event. This timeframe allows MHI to create and edit promotional materials and broadly market the webinar or virtual event. Speaker Information Forms received less than ten weeks in advance of the webinar or virtual event will limit MHI’s ability to promote such webinar or virtual event. A minimum of four weeks is required to process and market events. If PMG will be paying a speaker fee, PMG must also obtain a completed W-9 form from such speaker and submit the W-9 to MHI no later than XXX weeks prior to the webinar or virtual event.

F. PMG understands and acknowledges that if it chooses not to utilize the services of MHI for an educational program, it will not be entitled to any support whatsoever from MHA or MHI personnel for such activity, unless PMG compensates MHA or MHI for such services. Any such services desired by PMG must be clearly outlined and discussed with MHA or MHI in advance and compensation for such services must be determined before services are rendered.

IV. General Services

A. PMG may obtain support services from MHA and MHI as follows:

1. Routine services MHA and MHI will provide PMG at no charge:

a. Maintain financial records, provide audits and tax filings. PMG agrees to accept the financial accounting and reporting format utilized by MHI;

b. Maintain membership lists, membership applications and general membership information, prepare and mail dues statements and collect and process dues;

c. Maintain PMG files under supervision of MHA Staff Liaison;

d. Prepare necessary correspondence on behalf of PMG;

e. Prepare and mail newsletters; (newsletters must be approved by the MHA Staff Liaison and in final draft format, requiring minimal proofing, when submitted); and

f. Provide routine administrative organizational support for meetings and elections.

2. PMG will be charged for certain services in accordance with a rate schedule, which is attached to this MOU and made a part hereof. PMG agrees that MHA may revise the rate schedule on an annual basis and provide it to PMG. The most recent rate schedule will be the one in force at any given time. Those services include the following:

a. time for general office services including printing and collating;

b. photocopying;

c. cost of supplies and postage;

d. time for design and set up of brochures other than those for educational programs, which will be covered under Article III of this MOU;

e. newsletters not in final draft format, handbooks, manuals and other publications (all publications must be approved by MHA prior to dissemination);

f. conducting surveys;

g. the cost of administrative support provided by nonexempt MHA staff for any activities described in Article IV. 2 of this MOU as well as special projects beyond normal management activities; and

h. PMG website on the internet.

(i) MHA is supportive of PMG creating and establishing sites on the internet. However, this will be done solely at the expense of PMG. MHA is unable to provide computer hardware, software or staff support of any kind for such an endeavor.

 If PMG chooses to utilize a third-party vendor in establishing and/or maintaining a website, and is required to enter into an agreement for such services, PMG understands that MHI must first approve such agreements. PMG further understands that MHI will be responsible for executing such agreements on behalf of PMG.

(ii) PMG is an affiliate of MHA by virtue of its relationship to MHI, and MHA may suffer legal exposure for the activities of PMG with respect to its web presence. Therefore, in the event PMG establishes a website or social media account, an authorized representative of the PMG and MHA Staff Liaison will be required to sign a separate MOU with MHA acknowledging its intention to adhere to standards of acceptable conduct and web content. In so doing, MHA will include linkages to the PMG website directly from the MHA website. The Staff Liaison must be provided administrative rights to any website or social media account maintained by the PMG.

V. Expenditures

A. PMG must designate someone within its membership, typically the PMG President or Treasurer, to authorize expenditures of PMG funds and communicate the authorization of such expenditures to MHA.

VI. Communication

A. The parties to this MOU acknowledge that it is their intention to maintain full and open communication between them and to promote opportunities to accomplish this goal. The parties acknowledge that regular communication between PMG leadership and MHA Staff Liaison is essential to the proper provision of MHA and MHI services to PMG.

B. PMG shall be entitled to receive various MHA publications which may be relevant to its membership. MHA Staff Liaison shall be responsible for facilitating PMG’s receipt of MHA publications.

VII. MHA Annual Convention

A. PMG shall have the right to conduct meetings and educational programming at the MHA Annual Convention. This is a privilege, which results from PMG’s existence as a membership organization of MHI.

B. Programming at the MHA Annual Convention by PMG is the responsibility of the PMG, working with its MHA Staff Liaison. MHI does not provide educational support for programming in addition to the support PMG receives from MHA and MHA Staff Liaison.

C. MHA will provide $500 towards the PMG’s programming expenses at the MHA Annual Convention.

D. In the event the PMG schedules, then cancels, programming at the MHA Annual Convention, MHA will not provide funding towards the programming expenses, and the PMG will be responsible for any unavoidable charges incurred in connection with such programming.

VIII. Management of Conflict

A. When areas of disagreement occur, the parties agree to make sincere efforts to find grounds for resolution. The parties recognize the importance of isolating areas of conflict so as not to adversely affect areas of essential agreement.

B. In the event a conflict occurs, the parties agree to adhere to the following procedure:

1. The party that first identifies an area of conflict should take the initiative to resolve the issue as quickly as possible;

2. An attempt should be made to resolve any conflict by the people responsible for the subject matter of this conflict;

3. If the conflict cannot be resolved at the level at which it is first identified, the matter should be referred to the appropriate officers of each organization for further discussion as soon as possible;

4. If complete resolution of the conflict is not possible, areas of compromise on the part of each organization should be examined; and

5. If compromise cannot be reached, each party will agree to disagree and develop a strategy for handling the conflict so as to minimize any negative effect on each organization that might result from the conflict. Each organization shall assist in developing a mutually agreeable explanation for the disagreement prior to acting on the issue that led to the disagreement.

IX. Dissolution

PMG may be dissolved after MHI, MHA Staff Liaison and PMG’s then existing leadership have consulted regarding dissolution and determined it is in the best interest of PMG and MHI for PMG to dissolve. Upon dissolution of PMG, all remaining assets of PMG, after payment in full of all its debts, obligations, and necessary final expenses, or after the making of adequate provision therefore, shall be distributed to: 1) MHI or 2) such tax-exempt organization (with purposes similar to those of PMG), as chosen by the then existing leadership of PMG.

X. Miscellaneous

A. Term and Termination. This MOU shall be effective May 1, 2021, and shall terminate on April 30, 2022. Thereafter this MOU shall automatically renew on a month-to-month basis until a new MOU is executed. The parties intend to execute a new MOU upon termination of this MOU, and thereafter on an annual basis.

B. This MOU may be modified through mutual agreement in writing among all the parties.

C. This MOU may be terminated with or without cause by any party upon 60 days’ written notice.

D. This MOU supersedes all existing MOUs between the parties described above, as well as any previously executed affiliation agreements between MHA, PMG and MHI.

[SIGNATURE PAGE TO FOLLOW]

**MISSOURI HOSPITAL ASSOCIATION MHA HEALTH INSTITUTE**

Herb B. Kuhn Herb B. Kuhn

Date Date

**AUTHORIZED REPRESENTATIVE MHA STAFF LIAISON**

Signature Signature

Printed Name Printed Name

Date Date

mth/ts

PROFESSIONAL MEMBERSHIP GROUP WEB PRESENCE GUIDELINES

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021, between the MHA Health Institute (MHI) and the Missouri Hospital Association (MHA), affiliated Missouri not-for-profit corporations with offices located in Jefferson City, Missouri, the MHA Staff Liaison, and XXX, an unincorporated professional membership group (PMG) organized under MHI.

WITNESSETH:

1. PMG has developed or intends to develop a web presence to provide better service to its members and wishes to link its website or social media account(s) to that of MHA to make known its affiliation with MHA.
2. MHA and MHI are interested in ensuring that PMG websites and social media accounts are operated in accordance with policies consistent with those of MHA and MHI.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set out hereinafter, the parties agree:

1. PMG’s website or social media account(s) must:

a. explain the relationship between PMG, MHI and MHA;

b. establish a link to MHA’s website at *https://web.mhanet.com*;

c. be in good taste;

d. be fully accessible by PMG’s MHA Staff Liaison by providing the MHA Staff Liaison with all existing administrative credentials granting access to any aspect of any website or social media account of the PMG;

e. avoid violations of state and federal laws and regulations;

f. promote materials, information and activities that comply with MHI’s tax-exempt purpose;

g. avoid copyright violations by taking certain precautions including, but not limited to, obtaining written consent before placing copyrighted materials on the PMG’s site (such as slide decks) and appropriately referencing the source of those materials; and

h. avoid posting images or videos of an individual without his or her express permission, obtained through a signed Consent and Release for Use of Likeness.

1. MHA and MHI reserve the right to monitor the web presence of the PMG, including websites and social media accounts, and request changes in content that they believe appropriate. Any such changes shall occur in a timely fashion and in no event take longer than three business days to occur. If it is in the best interest of MHA or MHI to immediately remedy a web presence issue, the MHA Staff Liaison may utilize his or her administrative credentials to the website or social media account at issue to effectuate any necessary changes.
2. The parties agree that, in the case of a dispute regarding the requested removal of information from PMG’s website or social media account, the parties will use their best efforts to discuss the issues involved in the dispute and attempt to reach an amicable solution.
3. PMG may utilize a third-party vendor to program, develop, host, maintain, support, or otherwise service PMG’s website or social media account(s). Prior to initiating such service, PMG must first provide to MHI for legal review any agreement or statement of work with such third-party vendor. MHI will review such agreement or statement of work, negotiate any necessary changes, and execute the agreement or statement of work in a timely manner. PMG, pursuant to the MOU between the parties, is prohibited from signing any agreements or otherwise contractually obligating PMG or MHI.

**MISSOURI HOSPITAL ASSOCIATION MHA HEALTH INSTITUTE**

Herb B. Kuhn Herb B. Kuhn

Date Date

**PMG AUTHORIZED REPRESENTATIVE MHA STAFF LIAISON**

Signature Signature

Printed Name Printed Name

Date Date

mth



1. The Authorized Representative is the most senior officer of the PMG, who is elected or appointed and acting as such in accordance with the PMG’s operating guidelines. [↑](#footnote-ref-1)