



Memorandum of Understanding (MOU)

Between

The Well Spring Community Network and Well Spring Community Network Board Members

1. This Agreement between the Well Spring Community Network and _____ (Sector and Member Name) shall be from _____ until terminated by mutual agreement.

SERVICES AND RESPONSIBILITIES

2. **The Well Spring Community Network** shall be responsible to:
 - (a) Set policies for staff and programs;
 - (b) Formulate goals and objectives in compliance with its funding source;
 - (c) Oversee the daily operation of its activities and programs;
 - (d) Direct any **Well Spring Community Network** staff and volunteers working on its activities and programs;
 - (e) Jointly set goals and objectives for staff and volunteers, and negotiate and approve their activities ;
 - (f) Create and follow its strategic plan within the requirements of its funding source; and
 - (g) **The Well Spring Community Network** will respect the right of _____ (Sector Name and Member Name) to their own opinions and beliefs.
3. _____ (Member Name) shall be responsible to:
 - (a) Attend or have representation in attending a minimum of four meetings annually;
 - (b) Participate in agreed upon committee activities;
 - (c) Attend, when possible, coalition sponsored trainings, seminars, and community-wide events;
 - (d) Participate in assessing and analyzing root causes of substance abuse problems in the community;
 - (e) Participate in on-going logic model development and strategic planning processes;
 - (f) Participate in on-going refinement of the coalition vision, mission, objectives, goals, and activities;
 - (g) Ensure clear communication between the sector member's organization and the coalition;
 - (h) Participate in the implementation of multiple strategies across multiple sectors to achieve community change;
 - (i) Work towards creating population-level change as evidenced by the four core measures;
 - (j) Participate in sustaining the coalition's vitality, involvement, and energy in the community; and
 - (k) Support the overarching principles of cultural competence and ensure its incorporation into the coalition's comprehensive approach.

CONFIDENTIALITY

Both parties agree that they shall be bound by and shall abide by all applicable Federal and State statues or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent of guardian.

AMENDMENT

This agreement may be amended by mutual consent of both parties, however such agreements MUST BE in writing and signed by both parties.

FIDUCIARY DISCLOSURE

Well Spring Community Network Co-Chair

Well Spring Board Member

Date

Date

WellSpring Community Network Annual Member Declaration

Background

State law requires that every Community Public Health and Safety Network sign “an annual declaration under penalty of perjury or a notarized statement that clearly, in plain and understandable language, states whether or not he or she has a fiduciary interest. If a member has a fiduciary interest, the nature of that interest must be made clear, in plain understandable language, on the signed statement.”

The definition of fiduciary interest is contained in RCW 70.190.010, below.

RCW 70.190.010 Definitions. Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(9) “Fiduciary interest” means (a) the right to compensation from a health, educational, social service, or justice system organization that receives public funds, or (b) budgetary or policy-making authority for an organization listed in (a) of this subsection. A person who acts solely in an advisory capacity and receives no compensation from a health, educational, social service, or justice system organization, and who has no budgetary or policy-making authority is deemed to have no fiduciary interest in the organization.

Declaration of Fiduciary Interest

(check all that apply)

_____ I do have a fiduciary interest in the health, educational, social service, or justice system because:

_____ (a) I have a right to compensation as an employee, manager, paid board member or other role from a health, educational, social service or justice system organization that receives public funds;

And/or

_____ (b) I have budgetary or policy-making authority for a health, educational, social service or justice system organization that receives public funds.

Please specify the organization and position you hold within that organization that qualifies you as having a fiduciary interest.

Declaration of Non-Fiduciary Interest

_____ I do not have a fiduciary interest in the health, educational, social service or justice system.

Please describe any context that should be considered as a part of understanding your non-fiduciary status (optional)_____

Declaration

I declare under penalty of perjury under the laws of the State of Washington that the foregoing statement(s) regarding fiduciary interest is a true and accurate representation.

Signature

Date

Network