

# MEMORANDUM OF UNDERSTANDING

between

**U.S. Department of Health and Human Services,  
Office of Intergovernmental and External Affairs**

and

**National Hispanic Medical Association**

## **I. Purpose**

The U.S. Department of Health and Human Services (HHS), acting through the Office of Intergovernmental and External Affairs (IEA) and the National Hispanic Medical Association (NHMA) share common goals of promoting the health and wellbeing of the Hispanic community in the United States. Both institutions foresee benefits from a joint effort to address barriers that limit full and equal participation for Hispanic communities and individuals seeking to enroll or access Federal benefits, services or programs and to become aware of Federal resources and education. For this reason, HHS and NHMA enter into this Memorandum of Understanding (MOU) to form a public-private partnership to exchange information and ideas and work collaboratively in order to ensure equal access to health and human services and promote the health and wellbeing of the individuals and communities served by NHMA. As used herein, the term “Participant” shall mean HHS or NHMA individually, and “Participants” shall mean HHS and NHMA, collectively.

The purpose of this MOU is to set forth the understandings and intentions of the Participants with regard to how they will work together regarding the aforementioned shared objectives.

## **II. Background**

On January 20, 2021, President Biden signed Executive Order 13985 on “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government,”<sup>1</sup> calling for a comprehensive approach for the Federal Government to transform itself—for fairness and equity to become not just ideals, but principles embedded in the daily practices by which Government serves its people. This partnership demonstrates HHS’ commitment to these values and this initiative.

In furtherance of EO 13985, HHS released the Equity Action Plan<sup>2</sup> in April 2022, which seeks to address barriers that limit full and equal participation for underserved communities and individuals seeking to enroll or access Federal benefits, services or programs, particularly through:

- Allocating Federal Resources to Advance Fairness and Opportunity
- Promoting Equitable Delivery of Government Benefits and Equitable Opportunities
- Engagement with Members of Underserved Communities

<sup>1</sup> <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/>

<sup>2</sup> <https://www.hhs.gov/sites/default/files/hhs-equity-action-plan.pdf>

Established in 1994 in Washington, DC, the National Hispanic Medical Association (NHMA) is a 501c6 non-profit association representing the interests of 50,000 licensed Hispanic physicians in the United States. NHMA is dedicated to empowering Hispanic physicians, health care associates, residents and medical students to be leaders who will help eliminate health disparities and improve the health of Hispanics. NHMA is a membership organization focused primarily on Advocacy for the Federal government as well as California, Texas, Florida and New York. NHMA programs include educational campaigns aimed at physicians with bilingual information for their patients and other Hispanics and underserved individuals.

### **III. Authority**

Pursuant to 42 U.S.C. § 300u-3, the Secretary is authorized to provide health information to consumers. IEA has delegated authority to act pursuant to 42 U.S.C. § 300u-3 and serves as the Department and Secretary's primary liaison to external non-governmental organizations and corporations. IEA's core function is to communicate, build relationships and form partnerships with relevant stakeholders to foster cooperation and exchange information with outside parties to further the Department's priorities. IEA will serve as the primary office within HHS for this public-private partnership.

NHMA has the full power and authority to enter into and perform this Agreement, and the individual signing this Agreement on behalf of NHMA has been properly authorized and empowered to enter into this Agreement.

### **IV. Objectives**

This MOU is made and entered into by NHMA and HHS to further each organization's efforts in areas of mutual interest. Such efforts may include facilitating outreach and educational initiatives, such as providing assistance to families in need of health education and emphasizing engagement and good health care information to those in underserved communities. This MOU is intended to assist NHMA and HHS in developing a cooperative working relationship for planning and accomplishing mutually beneficial projects and activities with the goal of improving the health and wellbeing of individuals in the local chapters and the communities NHMA serves. Through this MOU, NHMA and HHS express their intent to build a working relationship in areas of mutual interest during the next five years.

### **V. Roles and Responsibilities of Parties**

NHMA and HHS recognize that there are many possible areas where enhanced cooperation would be mutually beneficial. NHMA and HHS may agree to work to enhance cooperation in other areas without amending this MOU. Over the partnership's anticipated duration of up to five years, each party intends to conduct the following activities:

- a) Develop national activities that will be sponsored jointly by HHS and NHMA (e.g. National Mental Health Awareness Month; other themed months and events related to priority issues among NHMA constituencies);
- b) IEA will encourage HHS officials and program offices to collaborate and work with NHMA experts in mutual key areas of interest, in accordance with HHS policy and guidance;

- c) Identify opportunities to provide appropriate support to NHMA as allowed by law, including sponsorship of conferences and other NHMA events relevant to the mission of HHS;
- d) Establishing an ongoing exchange of publicly available information and training materials through HHS programs and initiatives pertinent to public health and human services matters, to educate Hispanic health professionals (including but not limited to physicians, health care associates, residents) and the communities they serve.

## **VI. Program Implementation and Management**

While HHS will leverage capacity and resources from across the Department, interactions between staff from HHS and NHMA will be facilitated via IEA, and this MOU represents an agreement between only HHS/IEA and NHMA.

HHS and/or IEA's collaboration and MOU does not imply an endorsement of NHMA, including but not limited to its views, products, services, or organization.

The parties agree that all purchasing or donation of goods or services to support NHMA's programming efforts will be handled by NHMA, and that HHS will not solicit or accept donated goods or services, nor will HHS utilize federal funds to implement NHMA's technical assistance, training and education efforts.

To the extent that NHMA engages in any fundraising to support its work in this initiative, or in support of that directly relates to this MOU, NHMA will make clear, in any solicitation for funds to cover its share of the costs that it, not HHS, is asking for the funds. NHMA will not imply that HHS endorses NHMA or any fundraising activities in connection with the event. NHMA will make clear to donors that any gift will go solely toward defraying the expenses of NHMA, not HHS.

Participants agree to provide one another three days advance notice in writing prior to publishing any materials related to the activities described in this MOU. In all publications that refer to activities that fall under this partnership, HHS and NHMA shall make best efforts to refer to one another as "partners" with respect to the subject matter of this MOU. NHMA may request to utilize HHS-produced materials to support this project and will request HHS's permission in advance to use, disseminate, or publish such materials in any way, including on social media platforms, via video and/or press releases. HHS agrees to consider and respond to such requests in a timely manner.

Participant shall not use any intellectual property, name, logo, etc. of the other Participant without first obtaining the other Participant's prior written consent with three days advance notice. Such written consent should specify the duration of time that such use is authorized. Otherwise, upon the termination or expiration of the MOU, Participants shall remove any posts or publications on their respective social media accounts or websites related to the activities of this MOU. Upon the earlier termination or expiration of this MOU, neither Participant shall use any of the intellectual property, name, logo, etc. of the other Participant without such Participant's prior written consent, provided, however, the Participants shall not be required to remove any posts or publications on their respective social media accounts or websites which were approved by Participants prior to the termination or expiration of this MOU.

## **VII. Designated Points of Contact**

Partner: National Hispanic Medical Association  
Individual's name: Elena V. Ríos, MD, MSPH, MACP  
Organization: NHMA  
Title: President and CEO  
Address: 1920 L St NW, Suite 200, Washington, DC 20036  
Telephone No.: 202-628-5895

Entity: Department of Health and Human Services  
Individual's name: Marvin Figueroa  
Organization: HHS  
Title: Director, Office of Intergovernmental and External Affairs  
Address: 200 Independence Avenue, SW, Washington, DC 20201  
Telephone No.: 202-690-6060

Each party may designate new liaisons at any time by notifying the other party's liaison in writing. If, at any time, an individual designated as a liaison under this agreement becomes unavailable to fulfill those functions, the parties will name a new liaison within two weeks and notify the other party through the designated liaison.

## **VIII. Term, Termination, and Modification**

This agreement will be effective for a period of one year when executed by both HHS and NHMA, and may be extended pursuant to the mutual agreement of the parties for up to 5 years. This MOU may be modified or terminated by mutual written consent by HHS and NHMA, or may be terminated by either party upon a 60-day written notice to the other party.

In the event of a disagreement under this MOU, the Participants agree to make best efforts to resolve the disagreement in good faith.

## **IX. Funding and Legal Effect**

The Participants further specifically acknowledge that this MOU does not, and is not intended to, create an obligation to provide funds, nor does it constitute a legally binding agreement of any Participant or commitment of any Participant to obligate funds or to perform any other function whatsoever.

This MOU does not commit HHS to any obligation or expenditure of Federal funds nor NHMA to any expenditure of Federal funds. Expenditures by HHS will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

This MOU does not create any legal or binding relationship between the Participants or create any rights in any third party.

This MOU is not intended to, and does not create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, HHS, its officers, employees, or agents, NHMA, its officers, employees, or agents or any other person. HHS shall not be responsible for any act or omission of NHMA or its employees.

IN WITNESS WHEREOF, the undersigned, acting through their duly authorized representatives, have caused this MOU to be signed in their names on the date set forth next to their signature.

APPROVED AND ACCEPTED FOR  
NATIONAL HISPANIC MEDICAL  
ASSOCIATION

*Elena Rios MD*

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Elena V. Rios, MD, MSPH, MACP  
President & CEO, National Hispanic  
Medical Association

9/26/23  
Date

APPROVED AND ACCEPTED FOR  
THE U.S. DEPARTMENT OF  
HEALTH AND HUMAN SERVICES

  
\_\_\_\_\_  
[Signatory]  
Director, Office of Intergovernmental and  
External Affairs

9/26/23  
Date

