

Appendix Q: Sample Community-Based Care Partnership MOU

Health And Wellness Mobile Services Community Partnership Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is entered into between **[redacted]** a public body corporate and politic of **[redacted]** (hereinafter "University") **[redacted]** (hereinafter "Facility"). University and Facility shall be collectively referred to herein as "the Parties" and individually as "a Party".

In furtherance of their respective healthcare and public service missions, it is the intent of the Parties to work together to bring access to care to underserved, uninsured, and underrepresented individuals who would not otherwise be able to access care due to geographical or other mitigating factors. To that end, University owns and operates a Mobile Health and Wellness Unit (the "MHU") that will travel to Facility and will be used for the delivery of certain health care services (the "Services") by, without limitation, a University nurse practitioner (the "Practitioner") who will oversee and provide the Services at Facility's site(s) (the "Services Event"). The Services Event shall be no longer than one (1) day, and may be less than one (1) day. Facility has members, attendees, and participants ("Participants") who desire, and would benefit from, without limitation, various health care services, health screenings, and health education.

There are no fees or other charges payable by one Party to the other under this MOU. The operation of the **[redacted]**.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Responsibilities of University

- a. Assure that Practitioner and any other University **[redacted]** have met all applicable licensure and University eligibility requirements prior to the Services Event.
- b. Identify priority service areas to be addressed during the Services Event.
- c. Suggest primary services to promote during the Services Event.
- d. Assure that Practitioner shall abide by Facility policies and procedures, rules and regulations, including, without limitation, those pertaining to HIPAA compliance and any other confidentiality requirements of the Facility which are communicated to the University.
- e. Travel with the MHU to various locations **[redacted]**.
- f. Comply with all applicable state and federal laws.
- g. Participants will not be charged by the University for Services provided through the MHU.
- h. Communicate in advance with Facility regarding scheduling and logistics.

2. Responsibilities of the Facility

- a. Work collaboratively with University to schedule Service Events at mutually acceptable locations, dates, and times.
- b. Promote the Service Event in advance among the target population of Participants using the University-provided materials regarding services for the three (3) weeks immediately prior to the Services Event.

- c. Inform University of the Facility's policies, procedures, rules, and regulations with which Practitioner and other University personnel are expected to comply.
- d. Provide a secure parking space for the MHU during agreed-upon Service Event hours which can meet the following requirements:
 - i. Parking space must be at least 50 feet long and 30 feet wide, which includes the dimensions of the MHU (40 ft long and 10 ft wide) and a clinical patient waiting area directly outside of the MHU as weather permits (the MHU includes an attached outside awning that measures 20 feet by 20 feet).
 - ii. Must be in an area that is safe for the operation of a 15 KW gas generator, which powers the MHU.
 - iii. Facility shall obtain all required licenses and permits related to the Services Event and parking for the MHU.
- e. Communicate scheduling and logistical procedures to the University at least five (5) business days in advance of the Services Event.

3. Effective Date and Renewal

- a. This MOU shall become effective on or from the date of execution of this Agreement, whichever is later, and continue for one year, and thereafter shall automatically renew from year to year for a period not to exceed three (3) years, unless terminated earlier by either Party. The Parties agree to work together to schedule a maximum of four (4) Service Events per twelve-month period, with the first twelve-month period beginning on the effective date of this Agreement. Either Party may terminate this MOU for any reason upon ninety (90) days written notice to the other.

4. Insurance

- a. During all times relevant to this Agreement, each Party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits **[redacted]** per claim or occurrence and **[redacted]** aggregate. If services provided under this contract include any professional services, each Party shall also maintain professional liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of **[redacted]** per claim or occurrence and **[redacted]** aggregate. Each Party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Within seven days of request, a Party shall provide to the requesting Party a certificate of insurance evidencing the coverage required by this Article 4.

5. Liability

- a. Neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

6. General Terms and Conditions

- a. Non-discrimination. University and Facility agree to comply with all applicable federal and state nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations.
- b. Compliance. Both Parties agree to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority. Both Parties shall obtain (at their own expense) from third parties, including state and local governments, all applicable licenses, permissions, and accreditations necessary to maintain their respective operations.
- c. No Publication. Except for materials promoting the Services Event, neither Party shall use the name of the other in any oral presentation or written material, including but not limited to brochures, webpages, advertisements, letters, and circulars, without the prior written consent

of the other Party.

d. Third-Party Rights. Nothing in this MOU is intended to or shall create any rights or remedies in any third party.

e. Independent Contractor. The relationship of each Party to the other under this MOU shall be that of independent contractor, and not partners, joint venturers, or any similar common enterprise.

f. No Assignment. This MOU may not be assigned by either Party without the prior written consent of the other Party.

g. Claims against University. [redacted]

h. Notices. All notices required herein shall be in writing and shall be sent via registered or certified mail, return receipt requested, or by an overnight courier service to the addresses and persons listed below, or to such other person or addresses as may be specified in writing by a Party from time to time. A notice shall be deemed to have been given when received by the Party at the address set forth below: [redacted]

Entire Agreement. This MOU, attachments, and incorporated references shall constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said MOU. No modification, extension, or waiver of any of the terms of this MOU shall be binding upon either the Facility or the University unless reduced to writing in the form of a mutually written amendment and duly executed by both Parties. This MOU shall not be binding until signed by the duly authorized representatives of both Parties. This MOU may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

By:

Date: