MEMORANDUM OF UNDERSTANDING

between the [Health Center] and the [Project]

I. PURPOSE

[Brief project description and rationale].

Successful development, testing, evaluation, and deployment of these innovative [disease] management systems require expertise in measurement science and in the development of standards and partnerships with the community. The [Project] intends to take advantage of the significant capabilities that exists in these areas within the [Research Center] specifically in [Department], and the experience and knowledge of those who deliver health services in the community context, such as neighborhood health centers.

Therefore, wherever possible and when mutually beneficial, the [Project] and [Health Center] seek to collaborate on research, planning, and clinical activities, and share where appropriate facilities, personnel, and scientific information to meet the recruitment, retention, and evaluation goals of the [Project]. It is understood that primary responsibility and accountability for project-wide activities rests with the [Project] team, and that this document refers only to those areas where [Project] and [Health Center] activities overlap. For all intents and purposes, this area of overlap will involve the enrollment of [language]-speaking patients from [Health Center] into the [Project]. This Memorandum of Understanding (MOU) sets forth the basic principles and guidelines under which the parties will work together to accomplish these goals.

II. AUTHORITY

Authority for cooperation in areas of overlapping interests and responsibilities is directed by the [Project Name] team under the direction of [P.I. Name], [P.I. Title] at the [University]. [P.I. Name] is collaborating with [Clinician Name], [Health Center], [Clinician Title] and the [Health Center Administrator Title], [Health Center Administrator Name] in the success of the [Project – Health Center] portion of the project.

III. IMPLEMENTATION OF AGREEMENT

- (a) In order to enable close and effective collaboration, it is agreed that the scope of cooperative activity will be reviewed every six (6) months. The Principal Investigator [P.I. Name] and/or Her/His Project Director [Project Director Name], will update the [Health Center] staff regarding the implementation and evaluation of the project. The Project Director shall make himself available to meet with [Health Center] staff to discuss and direct activities conducted under the MOU.
- (b) The [Project] has obtained appropriate express written agreement [Date] by the Medical Director and Center Director on each significant activity to be undertaken pursuant to the [Project] -- including consensus on the scope of work; deliverables and delivery dates; anticipated products and outcomes; periods of performance; and resources to be provided for each activity by the parties; and any other appropriate and necessary aspects of mutual activities.

- (c) There will be no cost to [Health Center] associated with patients' participation, including equipment, laboratory, and office facilities. With the exception of those items described in III (d), resources will be provided through the [Project].
- (d) [Health Center] will make available a phlebotomist to draw blood on Monday mornings, Wednesday and Thursdays afternoons, and, to the extent possible, will make interview space available for [Project] staff 5 days a week. The [Health Center] blood draw days are in the morning of: Monday, Tuesday, Thursday, except 1st Thursday and Friday. Interview space will be made available to [Project] staff with advanced notice.
- (e) [Health Center] will assist with registration of patient visits. 5 days prior to any Group Medical Visit (GMV), the [Project Name] nurse (or staff member) will supply [Project Staff Member Name] (or a specified staff) with an upcoming patient list. All patients registering for the [Project] GMV will be registered under the [Project] provider's name. This list will facilitate patient registration and will clarify [Project] patient-provider encounters.

(f) Indemnification:

Both parties agree that [Health Center] can bill and collect upon the revenue and payment of the [Project] patient group medical visits at [Health Center].

(g) The managers shall seek to resolve any dispute concerning the MOU through good-faith discussions

IV. EFFECTIVE DATE

This MOU is effective upon signature of the parties and will remain in effect unless and until terminated as provided by either party.

V. AMENDMENTS

This MOU may be modified or amended by written agreement among the parties hereto. Additionally, any terms or conditions involving the [Project] not stated in this MOU but expressly agreed to in a future MOU must be signed by [P.I. Name], [Medical Director Name] and the Center Director, [Name].

VI. TERMINATION

This MOU will expire in a year (12) months from the date of execution unless renewed by mutual agreement of the parties. This MOU may be terminated at any time by mutual agreement of both parties.

| AGREED TO BY: | |
|---------------------------|---------------------------|
| [NAME] Center Director | [NAME] Medial Director |
| On this date | On this date |

| [NAME] | |
|------------------|------------------------|
| Project Director | Principal Investigator |
| On this date | On this date |