

Memorandum of Understanding
Between
COMPANY
And
The Nemours Foundation

This Memorandum of Understanding (hereinafter "MOU") is entered into between The Nemours Foundation, a Florida not-for-profit corporation ("Nemours") and COMPANY ("COMPANY").

This MOU shall consist of this document and **Attachment A** (Duties and Responsibilities).

I. OVERVIEW AND PURPOSE

The "Navigating the Healthcare System" (NTHS) health unit was created by Nemours' Division of Health and Prevention Services, a division of The Nemours Foundation that works with families and community partners in Delaware to help children grow up healthy and to effect long-term changes in policies and practices that promote child health. NTHS is a research-based health unit that provides participants with opportunities to attain the skills, knowledge, and abilities they need to be successful in becoming a health self-advocate and successful in the navigation of the health care system. More than 2,000 adolescents in Delaware schools have participated in piloting and evaluating of the health unit, which provides educational information on how to effectively manage health care needs. Topics include scheduling doctor appointments, acquiring and using health insurance, the importance of having a healthcare provider, knowing their personal and family medical history, and navigating a doctor's appointment.

COMPANY desires to utilize the NHTS health unit.

Nemours' National Office of Policy & Prevention is working with the Division of Health and Prevention Services to scale the health unit nationally. The National Office of Policy & Prevention will serve as the COMPANY's primary point of contact related to the work of this MOU.

This MOU describes the intention of COMPANY and Nemours to collaborate on implementation of the NTHS. Specifically, this MOU:

- Documents the collaboration between COMPANY and Nemours.
- Identifies broad, agreed upon roles and goals between COMPANY and Nemours that will enable COMPANY, Nemours and the community to receive the greatest value in return for the investment of time and resources in this collaboration.
- Enables COMPANY to receive the information and support it needs from Nemours to advance its mission.

- Enables Nemours to receive the information and support it needs from COMPANY to help fulfill its mission.

II. REPRESENTATIONS

Nemours and COMPANY agree that:

1. The collaboration under this MOU shall be conducted in good faith.
2. There is no requirement that COMPANY utilize any Nemours services or otherwise make any referrals to or generate business for Nemours as a condition for entering into and performing under this MOU.
3. All parties will carry out the activities and responsibilities described in **Attachment A**, attached hereto and incorporated herein by reference.

III. TERM AND TERMINATION

The term of this MOU shall commence on [DATE] and shall continue for a period of [2 years, typically]. Either party may terminate this MOU at any time with or without cause upon thirty (30) days' written notice to the other party.

IV. COMPLIANCE WITH THE LAW

Each of the parties agrees to perform its obligations under this MOU in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of the Agreement.

V. GOVERNING LAW AND JURISDICTION

This MOU shall be construed and enforced in accordance with the laws of the State of Delaware. In the event of any dispute or claim arising out of or relating to this MOU, each of the parties consents and agrees to the jurisdiction of any state or federal court sitting in New Castle County, in the State of Delaware.

VI. INELIGIBILITY

COMPANY represents and warrants to Nemours that COMPANY and COMPANY's representatives are not (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) under investigation or otherwise aware of any circumstances which may result in COMPANY or any of COMPANY's representatives being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and COMPANY shall immediately notify Nemours of any change in the status of the representation and

warranty set forth in Section. Any breach of this Section shall give Nemours the right to terminate this Agreement immediately for cause.

VII. INDEMNIFICATION

Each party shall indemnify the other party, and its officers, directors, employees and agents, from and against any and all losses and liabilities that may be claimed against or incurred by either party arising out of the other party's performance or failure to perform under this Agreement.

VIII. NOTICES

Any and all notices and other communications required or permitted to be given hereunder shall be made in writing and effective upon receipt. Such notices shall be personally delivered, sent by registered or certified mail, by a nationally recognized overnight delivery service or sent by facsimile or electronic mail with confirmation, addressed as follows, unless such address is changed by written notice hereunder.

As to Company:

Name]

[Street Address]

[City, State Zip Code]

Attn: [Name]

Email: [Email address of contact person]

As to Nemours:

The Nemours Foundation
2200 Concord Pike, 6th Floor
Wilmington, DE 19803
Attn: National Office of Policy & Prevention /
Allison Gertel-Rosenberg
Email: agrosenb@nemours.org

With a copy to:

The Nemours Foundation
Office of Contract Administration
10140 Centurion Parkway North
Jacksonville, FL 32256
Fax Number: (904) 697-4070
Email: oca@nemours.org

IX. MISCELLANEOUS

Nothing other than an express written agreement signed by both parties may modify any term of this MOU. Paragraph headings used in this MOU are for

convenience only and are not intended to expand or restrict the scope or substance of the provisions of this MOU. Wherever used in this MOU, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. It is specifically understood and agreed that the parties are operating as independent entities, and this MOU shall not be deemed to create any other form of relationship between the parties, including, but not limited to, employment, a partnership or a joint venture.

X. COUNTERPARTS AND ELECTRONIC SIGNATURE

This MOU may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile transmission or PDF will be as effective as delivery of a manually signed counterpart.

WITNESS the following signatures:

COMPANY

The Nemours Foundation through its
National Office of Policy & Prevention

EIN#

By: _____
Name: _____
Title: _____

By: _____
Name: Allison Gertel-Rosenberg
Title: Operational Vice President,
National Prevention & Practice

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
ATTACHMENT A**

ROLES AND RESPONSIBILITIES

A. Nemours shall:

- a. Provide necessary program materials in electronic format
- b. Provide materials in electronic format for video-based training and/or facilitate web-based training coordinated by COMPANY Provide technical assistance as necessary and agreed upon between the two parties
- c. Provide access to web-based demographics data form to be completed by COMPANY
- d. Retain ownership of data submitted by COMPANY
- e. Upon COMPANY'S request, co-brand program materials by adding the COMPANY's logo

B. COMPANY shall:

- a. Recruit all sites, instructors and participants/students associated with use of the NTHS health unit within this MOU
- b. Serve a liaison / point of contact for all sites associated with use of the NTHS health unit within this MOU
- c. Coordinate and facilitate video-based training for all instructors presenting the NTHS health unit and/or coordinate web-based training presented by Nemours
- d. Coordinate presentation of NTHS sessions with sites and instructors
- e. Enter and submit demographic data to Nemours once every three months, at minimum.
- f. Have the right to modify the approach and content used for training instructors and presenting Navigating the Health Care System modules to participants/students. Navigating the Health Care System is an evidence-based, research informed health unit. Should COMPANY opt to modify the approach or content of Navigating the Health Care System, COMPANY is strongly encouraged to ensure that modifications are reflect current research and best practice. COMPANY is advised that the positive results of Nemours' evaluation were generated through use of the approach and content provided, and that modification may result in different outcomes.

PUBLICATIONS AND CITATIONS

Any publication related to COMPANY's use of the NTHS health unit will only occur once a formal, written agreement is made between all parties reflecting the ownership, authority and other circumstances under which said publication may occur. All communication/promotion related to the publication needs to be approved by Nemours.

For citations/public reporting purposes, the following language should be used as part of any presentations and publications related to COMPANY'S use of Navigating the Health Care System: "Navigating the Health Care System is a four-module health unit created by the Nemours Children's Health System to engage, educate and empower adolescents to be their own health care advocates. For more information please email Kate Blackburn at Kate.Blackburn@nemours.org or call 302-289-7604."

If modifications have been made to approach or content of the Navigating the Health Care System the presentation or publication should include clearly and consistently indicate that a modified version of the health unit was utilized.

Navigating the Health Care System Data

Please complete the information below.

* Required

Email address *

Your email

1. Your Name *

Your answer

2. Today's Date *

Date

mm/dd/yyyy

3. Start date for data being submitted *

Date

mm/dd/yyyy

4. End date for data being submitted *

Date

mm/dd/yyyy



5. Name of Partner Organization (Enter the name of the organization that has the signed agreement with Nemours to use the NTHCS curriculum. If you are unsure or do not know, enter N/A.) *

Your answer

6. Name of Site (Enter the site where the sessions you're reporting on were presented. If all sessions were taught on site at the organization named above, enter N/A.) *

Your answer

7. City *

Your answer

8. State *

Your answer

9. Community Type *

Urban

Suburban

Rural

10. Type of site *

- School
- Community Center
- Community-based Organization
- Other:

11. Number of classes/groups taught during this reporting period (Provide the unduplicated number of classes/groups- meaning that each class/group participating in NTHCS should only be counted once in total, not once for each time a teacher presented a lesson to them.) *

Your answer

12. From the classes/groups reported above, the number of students who attended NTHCS sessions during this reporting period (Provide the unduplicated number- meaning that each student should only be counted once for the entire reporting period, not once for each session he/she attended.)

Your answer

13. Were any new teachers/presenters trained during this reporting period? *

- Yes
- No

13a. If yes, how many new teachers/presenters were trained?

Your answer

13b. If yes, what types of people were trained to present? (You may choose more than one response.)

- Health Teacher
- Community Educator
- Health Science Teacher / Career Technical Education Teacher
- School Nurse
- School Health Center Provider
- Other:

13c. If yes, how were the new teachers/presenters trained? (You may choose more than one response.)

- Videos provided as part of NTHCS materials
- In-person training, presented by a colleague
- In-person training, presented by Nemours staff
- Webinar
- Other:

14. Comments- Please use this box to share success stories, challenges, suggestions, etc. related to your site's use of the NTHCS curriculum. For time-sensitive items please email Kate Blackburn directly: kate.blackburn@nemours.org.

Your answer

Send me a copy of my responses.

SUBMIT

Never submit passwords through Google Forms.

reCAPTCHA
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