

## MEMORANDUM OF UNDERSTANDING

Between  
[*Healthcare*]  
and  
[*Management Company – Property Name*]

This is an agreement between [*Healthcare*] hereinafter called Party A and [*Management Company – Property Name*] hereinafter called Party B.

WHEREAS, [*Healthcare*] desires to engage with residents at [*Property Name*] by partnering with the site to provide space and access to residents as a clinical site for the gerontology and/or community health nursing curriculum for baccalaureate nursing students;

WHEREAS, [*Management Company – Property Name*] is willing to promote this program to the residents the terms and conditions set forth herein;

NOW, THEREFORE, [*Healthcare*] and [*Management Company – Property Name*], in consideration of the mutual promises and undertakings herein contained, agree as follows:

### I. PURPOSE AND SCOPE

The desired result is that residents would take a more active role in their healthcare and better understand and manage their health and that nursing students would have a mutual benefit to aid in their educational experience.

[*Healthcare*] nursing students will be working with families and individuals to link them up with health resources in the [*local*] community. They will simply be a referral source for our residents when comes to their health.. They will not actually be facilitating medical nursing procedures. They will also be providing health education workshops to residents on topics such as healthy eating, exercise, etc. [*Management Company*] staff will be responsible for coordinating the times that they will be on-site and the families/households with whom they will be working. The students will be supervised by a nursing professor or clinical instructor from [*Healthcare*] and he/she will meet regularly with [*Management Company*] staff to ensure that the students are on task.

### II. BACKGROUND

[*Brief background of Management Company*]

[*Brief background of Healthcare program*]

### III. [HEALTHCARE] RESPONSIBILITIES

[*Healthcare*] shall undertake the following activities:

- A. Provide nurse faculty members or preceptors who will be solely responsible for the instruction, supervision, and guidance of the Students whose clinical experience and instructions are to occur onsite at Party B. Nursing students will be working with

families and individuals to link them up with health resources in the [local] community. They will simply be a referral source for residents when it comes to their health. Faculty or preceptors from Party A will communicate and cooperate with Party B in interpreting the Student clinical program and understanding practices. Students and faculty or preceptors from Party A will share with staff from Party B on a regular basis about progress made with residents and will make referrals to Party B for follow-up services when it is deemed appropriate or necessary.

#### **IV. [MANAGEMENT COMPANY – PROPERTY NAME] RESPONSIBILITIES**

[Management Company – Property Name] shall undertake the following activities:

- A. Designate personnel to collaborate with [Healthcare] faculty or preceptors in planning for the Student's clinical experience onsite at Party B facility. Designate, schedule, and make available to the [Healthcare] faculty or preceptors and Students those clinical cases and matters which shall be the subject of the learning experiences in clinical nursing, which shall be the responsibility of Party B before and after the consideration of requests made by [Healthcare]'s faculty members as to hours, place (including classrooms), and type of clinical experience. It is the intention of Party B to provide those clinical experiences which will be meaningful in the education process for the Students involved and consistent with patient welfare.

#### **V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

##### **1. Mutual Terms and Conditions.**

- A. **Terms of Agreement.** The Term of Agreement shall be one (1) year beginning on the Effective Date. Notwithstanding the foregoing, both parties may mutually agree to terminate this Agreement at any time; and either party may terminate this Agreement by giving written notice of termination to the other party at least ninety (90) days prior to the date of termination specified in such notice.
- B. **No Discrimination.** When carrying out this Agreement, each party agrees not to discriminate on the basis of religion, race, creed, and national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability, status as a veteran, Title IX of the Education Amendments of 1972, and other applicable laws.
- C. **Applicable Law.** The laws of Pennsylvania shall govern this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules, and regulations as they may be amended from time to time. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or terms as required to bring the entire Agreement into compliance.

**VI. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of authorized officials from Party A and Party B. It shall be in force from \_\_\_\_\_ (Date to be finalized with Lease-Up) to \_\_\_\_\_ (Date to be finalized with Lease-Up). Parties A and B indicate agreement with this MOU by their signatures below.

**Party A**

**Party B**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NOTE:** *Signatures above signify only intent to enter into a Memorandum of Understanding (MOU) and is subject to further edits and legal review.*