**Memorandum of Understanding**

**between**

**XXXX School of Pharmacy**

**and**

**XXXXX**

**Memorandum of Understanding** hereinafter referred to as "MOU" between The XXXX School of Pharmacy hereinafter referred to as "SCHOOL" and XXX Clinic hereinafter referred to as "SITE".

**WHEREAS,** the work contemplated by this MOU is of mutual interest and benefit to the SCHOOL and to the SITE, and will further the instructional, research, and service objectives of the SCHOOL.

**NOW, THEREFORE,** the parties hereto agree as follows:

1. **STATEMENT OF WORK.** The SCHOOL and the SITE agree to use reasonable efforts to perform the scope of work described in Schedule A of this MOU.
2. **SCHOOL OF PHARMACY FACULTY PRECEPTOR.** The SCHOOL faculty preceptor is XXXX, an employee of the SCHOOL. If, for any reason, he/she is unable to continue to serve as faculty preceptor and an acceptable successor to both SCHOOL and SITE are not available, this Agreement will be terminated as provided in Article 6. The faculty preceptor assigned to provide clinical pharmacy services at the SITE shall meet the following requirements:
3. Licensing. The faculty preceptor will at all times maintain a license to practice pharmacy in the State of {INSERT STATE}. The SCHOOL shall provide SITE with proof of such license on request.
4. HIPPA Training. The faculty preceptor shall successfully complete a HIPPA training course.
5. Compliance with Legal and Professional Standards. The faculty preceptor shall perform all duties in conformity with applicable State and federal law.
6. **PERIOD OF PERFORMANCE.** The work described in Schedule A will be conducted during the period of XX months beginning XXX through XXX, and will be automatically renewed.
7. **CONSIDERATION.** The SITE will provide a workspace to the faculty preceptor including, but not limited to a desk and other office furnishings as needed to complete the work described in Schedule A, a telephone a computer with Internet access, and secure storage space. See Schedule A for additional considerations.
8. **INDEMNITY/INSURANCE**.
9. The SCHOOL agrees to indemnify and hold harmless the SITE and its directors, trustees, officers, and employees from and against all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the acts or omissions of the SCHOOL's faculty preceptor in connection with their duties under this MOU.
10. The SITE agrees to indemnify and hold harmless the SCHOOL, the faculty preceptor and its directors, trustees, officers, and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of conduits existing at the SITE or arising out of the acts or omissions of the SITE's employees, or agents in connection with their duties at the SITE under this agreement.
11. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification as set forth above.
12. **TERMINATION**. This agreement may be terminated by either party upon 30 days written notice to the other party.
13. **FORCE MAJEURE.** SCHOOL will not be liable for any failure to perform as required by this Agreement, to the extent that such failure to perform is caused due to circumstances reasonably beyond the SCHOOL's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any government approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdown, material shortages, disease, or other such occurrence.
14. **ASSIGNMENTS.** This Agreement may not be assigned by either party without the prior written consent of the other party.
15. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of {INSERT STATE}.
16. **INDEPENDENT CONTRACTOR.** SCHOOL and SITE are not (and nothing in this Agreement may be construed to constitute them as) partners, joint ventures, agents, representatives, or employees of the other, nor is there any status or relationship between them other than that of independent contractors. Neither party has any responsibility nor liability for the actions of the other party except as specifically provided in the Agreement. Neither party has any right nor authority to bind or obligate the other party in any manner nor make any representation or warranty on behalf of the other party.
17. **ENTIRE AGREEMENT.** This Agreement, together with the attached Schedule embodies the entire understanding between the SCHOOL and the SITE, and any prior or contemporaneous representations, either oral or written are hereby superseded. No amendments or changes to this MOU, including without limitation, changes in the statement of work, period of performance, will be effective unless made in writing and signed by the authorized representatives of the parties.

The parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

SCHOOL

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Professor and Chair, Department of Pharmacy Practice

XXXX School of Pharmacy

Acknowledged by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean, School of Pharmacy

SITE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

XXXX

**Schedule A**

**Goal**

To maintain a collaborative relationship between the XX Clinic and The XXXXX School of Pharmacy for the purposes of (1) developing, implementing, coordinating, and evaluating innovative pharmacy services and (2) providing clinical training experiences to SCHOOL trainees.

**SITE responsibilities**

The SITE will allow the SCHOOL faculty preceptor and trainees access to the SITE's patients, medical records, and clinical information systems as needed to complete the scope of work described below. The SITE also agrees to allow the faculty preceptor to: (a) gather and analyze de-identified data for research purposes; (b) to report data in aggregate for quality assurance purposes or to assess the health impact of the services, and/or (c) perform observational studies that are approved by the SITE and the SCHOOL Institutional Review Board (IRB).

The SITE agrees to provide the SCHOOL faculty preceptor and trainees appropriate space, including patient consultation/examination rooms, at the SITE as needed to complete the scope of work described below. The SITE agrees to schedule and track appointments for clinical pharmacy services.

**SCHOOL Responsibilities**

The SCHOOL agrees to provide approximately 16 hours per week of clinical pharmacy services at the SITE. Scheduling of services will be arranged in cooperation with the SITE and the faculty preceptor according to the needs and limitations of the faculty preceptor's schedule. The activities listed below are broadly described in order to allow flexibility for the faculty preceptor at the SITE. Medication distribution services will not be provided by the faculty preceptor.

The faculty preceptor will work collaboratively with physicians, nurses, and other providers at the SITE to optimize patient care by:

* Educating patients, clinicians, and trainees at the SITE regarding patient self-management including the appropriate use of medications, healthy lifestyle behaviors, and preventive health services.
* Documenting patient-specific health information in the SITE's medical records and information systems.
* Making recommendations to physicians and other prescribers at the SITE regarding drug choice, dose, route, and monitoring.
* Answering drug information questions posed by physicians, nurses, and other providers at the SITE.
* Precepting SCHOOL trainees and/or pharmacy residents who are granted access to the SITE to complete clinical training experiences offered by the school.