

PARTNERSHIP AGREEMENT BETWEEN THE MIHOW PROGRAM AND **NAME OF ORGANIZATION**

This agreement is intended to establish the terms between **Name of Organization** and Vanderbilt University, by and through its **Vanderbilt School of Nursing (VUSN)**, for the furtherance of the **Vanderbilt Maternal Infant Health Outreach Worker Program (MIHOW)**, effective **July 1, 2014**.

The purpose of the partnership is to improve family health and early child development through parent-to-parent education and support to pregnant women, new mothers, and their children 0 to 3 years of age living in low-income communities.

Name of Organization agrees to:

1. Embrace the MIHOW mission to enhance family health through a strength-based approach to family support that improves parenting skills, self-advocacy and self-sufficiency.
2. Recruit, train, and supervise MIHOW outreach worker(s).
3. Provide monthly home visits for at-risk families beginning as early as possible during pregnancy and continuing through the child's 3rd year of life.
4. Collaborate with other health and social service agencies to improve families' access to needed services.
5. Assure that MIHOW site leader and outreach workers attend all regional and national MIHOW functions, including introductory training, regional trainings, MIHOW Conferences, and site leader's meetings.
6. Utilize the MIHOW program model and materials in planning and implementing home visits, including the MIHOW Administrator's Manual, Home Visit Guides, Standards of Practice, and REACH[®] guide for a home visit.
7. Submit Monthly Program Reports to Chrystal Fizer at chrystal.fizer@vanderbilt.edu and mihow@vanderbilt.edu.
8. Participate in the MIHOW Evaluation System by maintaining Research on Human Subjects training requirements, acquiring consent from participants, and entering evaluation data into REDCap.
9. Obtain written permission for the reproduction or distribution (electronic, photocopying, recording, or otherwise) of MIHOW materials (educational and promotional). All MIHOW material is trademarked. VUSN has exclusive rights to the name and logo. (Trademark registrations #2,461,2034 and #2,461,222 from the U.S. Patent and Trademark office).
10. Obtain written permission for the use of MIHOW or Vanderbilt University names or logos in any advertising, promotional material, press release, publication, public announcement, or through other public media, written or oral. All MIHOW material is trademarked. VUSN has exclusive rights to the name and logo (Trademark registrations #2,461,2034 and #2,461,222 from the U.S. Patent and Trademark office).
11. Actively work toward accreditation by VUSN or, if already accredited, work toward re-accreditation, under standards established by the MIHOW program.
12. Pay an annual fee of **Specified Amount** to VUSN for participating in the MIHOW program.

Vanderbilt MIHOW agrees to:

1. Provide MIHOW manuals for program start-up including one *MIHOW Administrators' Manual*, one set of Home Visit Guides, one *MIHOW Way 2nd Edition*, and one *MIHOW Safety Guide* (additional manuals available for a fee). VUSN will also provide existing continuing education materials (e.g. Standards of Practice and REACH[®] Recipe for a home visit) as well as new materials as they are developed.

2. Provide technical consultation and support in the management of MIHOW program activities.
3. Provide training on topics including maternal and child health and development, home visiting, research skills, use of outcome data, and other topics as needed through regional training gatherings and network-wide conferences.
4. Provide training and technical assistance in use of REDCap, including provision of printable data collection forms, data analysis, and reports which summarize outcomes.

Participating site agrees that if it fails to meet the accreditation or reaccreditation goals of the program, or in any other way fails to provide the high quality training and community service identified with the MIHOW program, upon written notice from VUSN, within thirty days, it shall cease using the name MIHOW in its advertising, materials and any other ways, and shall no longer hold itself out as a MIHOW participating site unless the site has cured its failure(s) to the satisfaction of the MIHOW administrators. Either party can terminate participation for any reason upon 90 days written notice. In the event of termination of participation, all MIHOW materials will be returned to VUSN and no further use will be made of the name MIHOW.

The parties agree and acknowledge that in providing MIHOW services to community women and children, the participating site will be wholly responsible for its services, advice and interactions with community people and will indemnify and protect from harm Vanderbilt, VUSN and MIHOW administrators from any and all liability or claims of liability that may arise from acts or omissions of the site personnel providing services to the community. Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other, including but not limited to the provision of compensation and any employee benefits.

The parties agree that the initial term of this Agreement is one year from the Effective Date, and this Agreement will be renewed annually upon receipt of the annual participation fee, unless terminated by either party, or pursuant to breach as above stated.

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, programs, or activities; its admissions policies; other programs; or employment.

The parties agree that the benefits to either party hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or other arrangement for the provision of any item or service reimbursed under Medicare or Medicaid/TennCare.

The parties agree that this Agreement shall be construed, interpreted and governed by the laws of the State of Tennessee.

Unless directed differently, all correspondence and notices given under this Agreement shall reference the assigned reference number VUMC35437 and be in writing to the representatives of the parties as indicated below.



For **Name of Organization:** **Executive Director**
Name of Organization
Street Address
City, State Zip
Phone: 555-123-4567

Site Leader
Name of Organization
Street Address
City, State Zip
Phone: 555-123-4567

For VU:
Please send agreement to: Tonya Elkins, MIHOW Program Director
Vanderbilt University,
1400 18th Ave. South
Nashville, Tennessee 37212
Phone: 615-322-4184

On All Business Matters: Office of Grants and Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869
Phone: 615-322-7401
Fax: 615-322-7405

This Partnership Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter herein and supersedes any other Agreements. This Partnership Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto. Neither this Agreement nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by Square One without VUSN's prior written consent.

Representative Printed Name
Vanderbilt School of Nursing

Representative Signature/Date

Executive Director Printed Name
Name of Organization

Executive Director Signature/Date

Site Leader Printed Name
Name of Organization

Site Leader Signature/Date