

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on December 12, 2019 (the "Effective Date"), by and between Terri Huntington located at 615 Elsinore Pl Ste 901, Cincinnati, Ohio 45202 (the "First Party"), and Kathy Reutman located at 8000 Spruce Drive, Florence, Kentucky 41042 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

### **1. MISSION**

The project on which the Parties are intending to collaborate, has the following intended mission in mind:

Heimlich Heroes' Mission: Prepare people to recognize and respond to a choking emergency with the Heimlich Maneuver.

### **2. PURPOSE AND SCOPE**

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

### **3. OBJECTIVES**

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for teaching students in Boone County Schools how to Prevent, Recognize the signs of, and Respond to a choking emergency using the Heimlich Maneuver, and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

### **4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

Any Party may decide not to proceed with the project contemplated herein for any reason or no reason. A binding commitment with respect to the project described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the project.

Terri Huntington shall render and provide the following services that include, but are not limited to:

providing and delivering three Heimlich Maneuver training dolls, the leader's packet including script and best practices for facilitation, all needed student materials, and two Heimlich Maneuver Posters to each Boone County Middle School: Jones, Ockerman, Gray, Ballyshannon, Camp Ernst, and Conner Middle Schools, for the 2019-2020 school year.

Kathy Reutman shall render and provide the following services that include, but are not limited to:

Identifying a school nurse or health teacher (or other) who will facilitate the video driven Heimlich Heroes' Heimlich Maneuver training in each building. Complete the trainings by the end of the 2019-2020 school year with all students in grades 6,7,8.

Will consider repeating this training each year with all students in one of the above grade levels (ex. every subsequent year all 6th graders go through the Heimlich Heroes training program), ensuring that everyone learns this life-saving method as they come through the middle school.

### **5. TERMS OF UNDERSTANDING**

The term of this Memorandum shall be for a period of 7 months from the Effective Date and maybe extended upon written mutual agreement of both Parties.

### **6. CONFIDENTIALITY**

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

## **7. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities in Kentucky. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

## **8. LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

## **9. NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing. Communication may also be given via emails listed below.

## **10. GOVERNING LAW**

This Memorandum shall be governed by and construed in accordance with the laws of the State of Ohio.

## **11. AUTHORIZATION AND EXECUTION**

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Terri Huntington and Kathy Reutman and shall be effective as of the date first written above.

  
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Terri Huntington  
615 Elsinore Place, Ste 901  
Cincinnati, OH 45202  
thuntington@deaconess-cinti.com

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12/13/2019  
(Date)

\_\_\_\_\_  
Kathy Reutman  
8000 Spruce Drive  
Florence, KY 41042  
kathy.reutman@boone.kyschools.us

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(Date)