



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into this ____ day of _____, 2021 by and between **Pikeville Medical Center, Inc.** (“PMC”) of 911 Bypass Road, Pikeville, Kentucky 41501 and the **Floyd County Board of Education** (“Board”) of 442 Ky. Rt. 550, Eastern, Kentucky 41622.

WHEREAS, the Board desires to have telehealth services available in some or all of its schools for the improvement and maintenance of the health and wellbeing of students, faculty, and staff; and

WHEREAS, PMC is a regional healthcare system with the capabilities of and interest in providing telehealth services in the Board’s schools;

WHEREAS, the parties desire to work collaboratively toward the development of a telehealth program for the Board’s schools with services provided by PMC and to memorialize their mutual understanding and intent related thereto;

NOW, THEREFORE, in consideration of and for the above-stated premises and the mutual covenants between the parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Collaboration and Negotiation: The parties will collaborate and negotiate in good faith concerning mutually agreeable terms of a detailed agreement (the “Definitive Agreement”) setting forth the terms and conditions and the rights and responsibilities of each party related to PMC’s provision of telehealth services in the Board’s schools. The Definitive Agreement is expected to contain provisions addressing:
 - a. The schools at which telehealth services will be provided;
 - b. The space, equipment, and supplies that will be utilized;
 - c. The staff of PMC and the schools that will be utilized and their roles and responsibilities;
 - d. Any training that will be provided to the schools’ staff;
 - e. The scope of services to be provided;
 - f. Information to be collected and transmitted at telehealth visits;
 - g. Medical records and the confidentiality thereof
 - h. PMC’s billing of patients and third party payers for the services provided at telehealth visits;
 - i. Any exclusivity rights;

- j. Methods of informing the community about the services available;
 - k. Insurance and liability issues; and
 - l. Such other matters that the parties mutually deem necessary or advisable.
2. Confidentiality: In the course of the parties' collaboration and negotiation of the Definitive Agreement, one party may determine that it is necessary or desirable disclose to the other party certain information that is proprietary, sensitive, or otherwise not for re-disclosure by the other party. It is the responsibility of the disclosing party to mark or otherwise reasonably designate any such information as confidential (the "Confidential Information"). The party receiving Confidential Information shall not further disclose such Confidential Information except (i) as required by law; (ii) with the advance written consent of the disclosing party; or (iii) to its attorneys or other external advisors providing services related to the subject of this Memorandum of Agreement and only then if such attorneys or other advisors agree to maintain the confidentiality of the information.
3. Term & Termination: This Memorandum of Agreement will continue in effect until replaced by the Definitive Agreement or terminated by one of the parties. Either party may terminate this Memorandum of Agreement by providing written notice to the other party at the address listed on the first page hereof. Notice to PMC shall be sent to the attention of the Chief Executive Officer and notice to the Board shall be sent to the attention of the Superintendent.

Pikeville Medical Center, Inc.

Floyd County Board of Education

Donovan Blackburn, CEO and VP of
Board of Directors

Danny Adkins, Jr., Superintendent

Date: _____

Date: _____