**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Boone County Schools**

**And   
Summit Medical Group, Inc. dba St. Elizabeth Physicians**

This Memorandum of Understanding (“MOU”), effective on this 15 day of July , 2021

(“Effective Date”), is entered into and between Boone County Schools and Summit Medical Group, Inc. dba St. Elizabeth Physicians (“SEP”);

**WHEREAS**, the School desires that SEP perform telehealth services for its students and faculty;

**WHEREAS**, SEP employs physicians and advanced practice providers who are qualified through training and experience to provide telehealth services (“Providers”) to School’s students and faculty upon certain terms and conditions;

**WHEREAS**, the parties agree that utilization of such telehealth services will provide the School medical coverage and assist in addressing current health needs for participant students and faculty but not intended to serve as the sole primary care provider;

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and conditions, the parties hereto agree as follows:

**RESPONSIBILITIES OF SEP:**

1. SEP shall provide the School with health-based services via a telehealth platform by Providers in a timely manner during the hours of 7:30am and 4:00pm on scheduled school days. Health-based services in this context are limited to acute illnesses and chronic illness management for enrolled students and specifically excludes, without limitation, vaccinations, behavioral health services, and wellness visits.
2. In the event that telehealth consultation is unavailable in a timely manner, either due to equipment or connection problems, or due to Provider time constraints, SEP shall provide telephone communication as appropriate and provide guidance to the School nurse/telepresenter to determine the next steps.
3. SEP shall ensure that the School nurse/telepresenter is appropriately trained in the telehealth platform.
4. SEP shall maintain, own and be the sole custodian of its records generated by this Agreement, including, patient records, data and information. SEP shall be responsible for complying with all state and federal laws pertaining to patient confidentiality. Records of patients that are owned and maintained by SEP are not student records and are not subject to FERPA.
5. SEP shall bill insurance or any other applicable health care coverage program or a participate for the cost of care provided by SEP.

**RESPONSIBILITIES OF THE SCHOOL**:

1. The School shall ensure that each student and faculty member who participates in a telehealth service has completed the required Consent and SEP paperwork and it has been submitted to SEP. Required forms are attached as Exhibit A (“Required Forms”).
2. The School shall supply the necessary hardware and network connectivity to enable use of the telehealth platform. The hardware and technical requirements are set forth on the attached Exhibit B.
3. The School nurse/telepresenter shall facilitate the telehealth service, including operation of the telehealth platform and obtaining the Required Forms.

**TERM**:

The term of this MOU is one year. Either party may terminate this MOU at any time for any reason upon 30 days’ of written notice to the other party.

**MISCELLANEOUS:**

1. The Parties acknowledge and agree that SEP's relationship to the School is that of an independent contractor and that SEP shall provide the services to School and participants using SEP’s independent skill and judgment. Nothing herein will be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto. Neither Party has any authority to bind or obligate the other Party in any manner whatsoever. This MOU does not constitute either Party as an agent of the other Party. Neither Party shall be responsible in any way for any obligation or liability incurred or assumed by the other Party. Neither Party shall hold itself out to any third Party as a partner of, joint venture with, agent of, or in any other capacity with regard to the other Party except as specifically described in this Agreement.
2. Consistent with and limited by the protections of Kentucky law of governmental and/or sovereign immunity, which generally limit claims against a public school district, the School shall indemnify, defend, and hold harmless SEP and its affiliates, directors, officers, agents and employees from any and all claims, demands, actions, suits and other proceedings, whether civil, criminal, administrative, investigative or otherwise, together with all judgments, damages, fines, losses, costs, expenses and other amounts, including reasonable attorneys' fees due to losses arising or alleged to have arisen out of any breach of this Agreement, negligent or unauthorized act, willful misconduct, violation of law, or error or omission by School or its directors, officers, employees or agents related to or resulting from the performance of the duties and responsibilities of School pursuant to this Agreement. Should any claim be made against SEP based upon the alleged breach of this Agreement, negligent or unauthorized act, willful misconduct, violation of law, or error or omission by School or its directors, officers, employees or agents related to or resulting from the performance of the duties and responsibilities under this Agreement, SEP agrees to immediately notify School and School shall have the right, but not the obligation, to defend against such claims in civil, criminal, administrative, or investigative venue(s).
3. Both parties agree they will comply with all applicable federal, state and local laws, rules and regulations.
4. The parties warrant that they are not engaged in a joint enterprise or joint venture, and that the benefits and obligations arising under this MOU inure exclusively to the School and SEP and that there are no third party beneficiaries, intended or unintended, under this Agreement. Neither party may assign the benefits or obligations under this MOU.
5. SEP agrees to hold harmless and indemnify the School from any third party claims, damages, complaints, or actions from the services in this agreement provided by SEP to the School. The School agrees to hold SEP harmless from any third party claims, damages or complaints arising from the maintenance or safety of the space provided by the School and School procedures related to the operation of the school based health center.
6. Neither party waives any legal defenses conferred to them under either state or federal law, including defenses of legal immunity.
7. This Agreement shall be governed and construed under the laws of the Commonwealth of Kentucky, with jurisdiction lying in the Kenton County Circuit Court.

**Summit Medical Group, Inc. dba St. Elizabeth Physicians** **Boone County Schools**

BY: BY:

Name: Name: Dr. Maria Brown

Title: Title: School Board Chairperson

Date: Date: July 15, 2021

Exhibit A – Required Forms

1. School Based Telehealth Parental Consent From
2. New Patient Packet – Viewable [here](https://www.stelizabeth.com/docs/default-source/default-document-library/new-patient-packet-2015-1-3-18-online.pdf?sfvrsn=930f1172_2)

Exhibit B – Hardware and Technical Requirements

1. Laptop/Desktop/Chromebook with working Camera and microphone and USB ports
2. Telehealth provided through Microsoft teams
   1. Must be able to download the Microsoft teams app

Exhibit C – School Locations

Boone County High School Stephens Elementary

Conner High School Thornwilde Elementary

Cooper High School Yealey Elementary

Ryle High School R.I.S.E. Academy

Ignite Institute Preschool Achievement Center

Ballyshannon Middle School

Camp Ernst Middle School

Conner Middle School

Gray Middle School

Ockerman Middle School

Jones Middle School

Burlington Elementary

Collins Elementary

Erpenbeck Elementary

Florence Elementary

Goodridge Elementary

Kelly Elementary

Longbranch Elementary

Mann Elementary

New Haven Elementary

North Point Elementary

Ockerman Elementary

Steeplechase Elementary