

Memorandum of Understanding – Care Coordination

Community Family Clinic PLLC, a Kentucky company located at 784 HWY 36, Frenchburg and Menifee County School System located at 202 Back Street, Frenchburg (individually, “Party”, and collectively, “Parties”), are entering into this memorandum of understanding (“MOU”) as of the effective date below.

Whereas, Community Family Clinic PLLC is an authorized primary care center and federally qualified health center that provides high-quality physical, mental, and dental health care services; and

Whereas, Menifee County School District operates public schools and desires to improve and expand access to primary health care services for its students; and

Whereas, the Parties believe that the provision of primary health care services by COMMUNITY FAMILY CLINIC PLLC on the campus of School District’s facilities will improve access to health care and health outcomes of School District’s students and, consequently, improve the student’s educational circumstances and environment; and

Therefore, in consideration of these mutual covenants, the Parties agree as follows:

Term of MOU, The term of this MOU shall commence on July 1, 2025 and end on June 30, 2026. This agreement may be terminated by the Board or by Community Family Clinic for any reason or for no reason upon 60 days advanced written notice of termination delivered to the other party.

1. Responsibilities of the Parties

The Parties understand that each should be able to fulfill its responsibilities under this MOU in compliance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or the operating procedures of either Party. If at any time either Party is unable to perform its functions under this MOU consistent with such Party’s statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

Community Family Clinic PLLC. will:

1. Provide primary health care services, including physical and mental services, (“Services”) within its capability and capacity.
2. Develop a schedule in which Services shall be made available during the hours in which school is in session.
3. Develop, in cooperation with Menifee County School District, such policies and procedures necessary to perform the Services in a manner that promotes quality, efficiency, and compliance.
4. Develop and maintain a quality assurance program and cooperate with Menifee County School District regarding any on-site surveys.
5. Provide any materials, supplies, equipment, and other items for the provision of Services.
6. Be responsible for the maintenance of all health care equipment utilized for Services.
7. Provide administration and oversight to Services in accordance with this MOU and coordinate with School District, as necessary, so that School District may comply with any applicable Medicaid program participation requirements from the Kentucky Department of Education (KDE) or the Kentucky Department for Medicaid Services (DMS), including cooperating with reviews and surveys.

B. School District will:

1. Determine when and how a student may be presented to COMMUNITY FAMILY CLINIC PLLC for Services during the hours in which school is in session, which may include providing physical assistance to students in receiving Services for any student requiring such physical assistance.
2. The School District agrees to provide a private and confidential space on a consistent basis for clinicians to utilize for both the provision of in-person and telehealth services to students. Due to confidentiality standards and HIPPA no other personnel may access said space without Community Family Clinic's permission.
3. Share student information with COMMUNITY FAMILY CLINIC PLLC, as necessary, for the provision and administration of Services to the extent allowable and in accordance with governing state and federal laws and regulations.
4. Obtain written consent for the health care services to be rendered by COMMUNITY FAMILY CLINIC PLLC on a form provided or approved by COMMUNITY FAMILY CLINIC PLLC, on behalf of each student who may receive Services by COMMUNITY FAMILY CLINIC PLLC and provide COMMUNITY FAMILY CLINIC PLLC copies of the written consent as a precondition to COMMUNITY FAMILY CLINIC PLLC providing Services to any student.

C. Obligations Applicable to Both Parties

1. Neither Party shall be entitled to receive any compensation from the other Party, nor shall any fees be charged, for referrals made or accepted in performance of this MOU.
2. Nothing in this MOU shall require School District to make a patient referral or COMMUNITY FAMILY CLINIC PLLC to accept a referred patient.
3. Neither Party shall unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, sexual orientation, gender identity, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, citizenship status, physical or mental disability or any other legally protected classification or group or because of actual or perceived association with such classification or group in the implementation of this MOU.
4. A patient's financial status or ability to pay for services rendered shall not be a factor in determining whether a Party should make or accept a patient referral.
5. Compliance with Privacy Laws. Each Party agrees that the collaboration expected from this MOU may implicate the exchange of information ("Information") that is considered confidential pursuant to federal and state privacy laws ("Privacy Laws"). The Parties agree that the exchange of Information consistent with this MOU are for purposes permitted under Privacy Laws, including for treatment, care coordination, operations, and payment purposes. Each Party shall be responsible for ensuring that performance of its obligations and exercise of its rights under this MOU complies with all applicable Privacy Laws. In the event believes that performance of this MOU is, or could be, inconsistent with the requirements of any Privacy Laws: (a) the Parties agree in good faith to discuss amending this Agreement to comply with such Privacy Laws, and (b) the Parties agree to execute and deliver any documents required to comply with such Privacy Laws.

2. Termination.

- A. Without Cause. This MOU may be terminated by either Party at any time without cause upon ninety (90) days' written notice to the other Party.
- B. Breach. If either Party believes the other Party has breached any term or condition of this MOU, the alleging Party shall provide reasonable notice of the allegation of breach to the other Party and shall allow an opportunity to cure the breach within fifteen (15) days of receiving notice of the breach or violation. The alleging Party may terminate this MOU immediately if the other Party does not cure the breach or end the violation within the time specified herein.
- C. Either Party may immediately terminate this MOU, with notice to the other Party, if the other Party breaches a material term of this MOU and cure is not possible or if the breach creates a risk of violating federal or state laws and regulations.

3. Legal Purposes.

The Parties acknowledge that this MOU has been entered after arms' length negotiation in furtherance of legal purposes. If at any time it is determined by either Party's legal counsel that any provision of this MOU could be deemed inconsistent or illegal, notice shall be provided to the other Party of the need to modify such provision(s) in a manner designed to eliminate such inconsistency or illegality; after which the Parties shall promptly discuss whether and how any modification may be addressed.

4. Regulatory Compliance.

- A. Compliance with Laws, Regulations, and Accreditation. The Parties believe and intend that this MOU complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f)) Fraud and Abuse laws (including the Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "Laws"). Should either Party have a good faith belief that this MOU creates a material risk of violating any such Laws, or any revisions or amendments thereto, that Party shall give written notice to the other Party regarding such belief. The Parties shall then make a good faith effort to reform the MOU to comply with such Laws, and, to the extent possible, to carry out the original intention of the Parties. If within ninety (90) days of either Party first providing notice to the other Party of the need to amend this lease to comply with the Laws, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this MOU to meet the requirements in question, or (ii) alternatively, the Parties determine in good faith that amendments or alterations to the requirements are not feasible, then either Party may terminate this MOU upon ninety (90) days prior written notice.
- B. Exclusion from State or Federal Health Care Programs. Each Party represents and warrants to the other that it is not excluded from participating in any Federal Health Care Programs; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each party further represents and warrants that to the Party's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion.

Each Party shall notify the other in writing upon the commencement of any such exclusion or investigation within seven (7) business days of receiving first notice of such exclusion or investigation. Each Party shall have the right to terminate this MOU immediately upon learning of any such exclusion and shall be kept informed of the status of any such investigation.

- C. No Inducement to Refer. Neither Party shall be obligated or required to refer any patients to the other Party, or to purchase any health care related services or products. Neither Party is entering into this MOU with an expectation that any unlawful patient referrals will occur or develop between the Parties.

5. Relationship of the Parties.

The Parties hereto expressly acknowledge that Menifee County School District and COMMUNITY FAMILY CLINIC PLLC are “independent contractors,” and that nothing in this MOU shall be construed to create an employment, partnership, or agency relationship between COMMUNITY FAMILY CLINIC PLLC and Menifee County School District. In performance of any and all obligations hereunder, each Party shall be acting on its own behalf and not as an employee, partner or associate of the other Party. No Party shall hold itself out in any capacity as an agent or representative of the other Party.

6. Mutual Indemnification.

- A. To the extent authorized under Kentucky law Menifee County School District shall indemnify and hold harmless COMMUNITY FAMILY CLINIC PLLC from and against any and all claims, demands, liabilities, damages, penalties, expenses and attorneys’ fees and costs associated with any personal injury, property damage, or regulatory or programmatic non-compliance that is caused, or asserted to have been caused, by the actions or omissions of Menifee County School District, its representatives and agents, in performance of or in relation to this MOU.
- B. COMMUNITY FAMILY CLINIC PLLC shall indemnify and hold harmless Menifee County School District from and against any and all claims, demands, liabilities, damages, penalties, expenses and attorneys’ fees and costs associated with any personal injury, property damage, or regulatory or programmatic non-compliance that is caused, or asserted to have been caused, by the actions or omissions of COMMUNITY FAMILY CLINIC PLLC, its representatives and agents, in performance of or in relation to this MOU.

7. No Representations, Guarantees or Warranties.

COMMUNITY FAMILY CLINIC PLLC, its officers, directors, employees, agents and representatives, do not represent, guaranty or warrant, expressly or impliedly, directly or indirectly, the materials, equipment, or services offered in performance of this MOU.

8. Assignment.

In no event shall either Party assign any of its rights, powers, duties, or obligations under this MOU without the prior written consent of the other Party, and any attempt to do so shall be void.

9. Governing Law.

This MOU shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Kentucky, without regard to its provisions concerning conflicts of laws.

10. No Rights or Benefits to Third-Parties.

This MOU shall be enforceable only by and between the Parties subscribing this MOU. In all other respects this MOU is not intended, and cannot be construed, to create any rights or benefits to third-parties.

11. Construction.

If any language is stricken or deleted from this MOU, such language shall be deemed never to have appeared herein and no other connotation shall be drawn there from. The paragraph headings used herein are for convenience only and shall not be used in the construction or interpretation of this MOU.

12. Entire Agreement.

This MOU, including any attachments specifically referenced and incorporated herein, constitutes the sole and entire arrangement between COMMUNITY FAMILY CLINIC PLLC and School District and the MOU may be modified only by a written amendment or addendum executed by both Parties. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the performance of this MOU that is not expressly set forth in this MOU have no force or effect.

13. No Waiver.

No waiver of any of the terms of this MOU shall be valid unless it is in writing and signed by all Parties to this MOU.

14. Venue.

Any legal or administrative action in a judicial forum regarding the performance of this MOU shall be filed only in Menifee Circuit Court in Frenchburg, Menifee County, Kentucky.

15. Severability.

If a court of competent jurisdiction, upon exhaustion or lapse of any due process, determines that any provision within this MOU is invalid, illegal, or unenforceable for any reason, then the offending provision or language shall be severed from the MOU and the remainder of the MOU shall remain in full force and effect as if the offending provision or phrase was never part of the MOU.

16. Counterparts.

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute one and same instrument.

17. Signing Authority.

Each person signing this MOU represents that he or she is authorized to enter into this MOU on behalf of the Party for which he or she is signing.

18. Miscellaneous.

A. The Parties acknowledge that the services performed pursuant to this Agreement are performed in the capacity of an independent contractor. Nothing in this Agreement is intended, nor shall it be construed in any manner, to create an agency relationship between the Parties.

B. Both Parties shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this agreement.

C. Both Parties to this agreement shall comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and the Kentucky Equal Employment Act of 1978 (H.B. 683) KRS 45.550 to 45.640, and Americans with Disabilities Act, (ADA), (P.L. 101-336).

D. Community Family Clinic PLLC, certifies that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this agreement.

E. This agreement and any resulting disputes thereunder shall be interpreted under the laws of the Commonwealth of Kentucky.

F. In any provision of this agreement is found to be invalid, void, or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

MENIFEE COUNTY SCHOOLS BOARD OF EDUCATION:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COMMUNITY FAMILY CLINIC, PLLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective as of the date identified below and by the following representatives of each Party:

The Effective Date of this MOU is: _____

