

MEMORANDUM OF UNDERSTANDING
BETWEEN

Newport Independent School District
And
HealthPoint Family Care

This Memorandum of Understanding (MOU), effective on this **1st day of August 2025** is entered into between Newport Independent School District (the School) and HealthPoint Family Care (HPFC).

WHEREAS, the School desires that HPFC perform student based health services which are of mutual interest and benefit to HPFC and the School.

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

RESPONSIBILITIES:

1. HPFC will supply an Advanced Practice Registered Nurse (APRN) a minimum of 1 day a week up to 4 hours for medical services. The days and hours may be expanded at the mutual agreement between both parties and may vary from time to time based on the need and volume of patients, as well as the time of year. The location of the services will be Newport High School, Newport Intermediate School and Newport Primary School. HPFC shall bill patient insurances, and for uninsured patients, the patient's guarantor directly. HPFC will not see any patient whose guardian has not completed an enrollment packet that includes consent to treat and bill, and accepts financial responsibility. The school will not be responsible for any fees.
2. The School will provide the physical space necessary for HPFC to operate, internet connectivity, a free standing refrigerator, free standing freezer, access to a defibrillator, eye wash station and a patient scale at the school's expense. (The free standing refrigerator and freezer are required for VFC vaccine program at the school).
3. A School Nurse will act as the VFC coordinator and complete required annual trainings and maintain the refrigerator and freezer temperature logs and safely store incoming vaccine deliveries in accordance with the State VFC Program Requirements. HPFC will administer and manage the VFC program.
4. The School will distribute enrollment packets to all students and encourage and assist parents to enroll for medical services annually; provide scheduling resources to make medical appointments for students in advance; act as a liaison with student families/school personnel as needed; facilitate student appointment time and access to students for services during school hours. HealthPoint will only see students who have a completed enrollment packet that includes consent to treat and bill.
5. HPFC shall provide all medical supplies necessary to treat patients under this MOU.
6. HPFC shall maintain, own and be the sole custodian of its records generated by this Agreement, including, patient records, data and information. HPFC shall be responsible for complying with all state

and federal laws pertaining to patient confidentiality. Records of patients are owned and maintained by HPFC are not student records and are not subject to FERPA.

7. By this agreement the School and HPFC acknowledge and agree that there does not exist between them the relationship of employer-employee, partner, principal agent, or master-servant, either expressed or implied, but that HPFC is strictly an independent entity.
8. HPFC agrees and acknowledges that it is the employer of its staff and is solely responsible for payment of its staff's salary and compensation, workers compensation, unemployment compensation and any benefits.
9. The School is responsible for providing all necessary liability insurance for all staff of the School working in the center except for those listed in number 8 above.
10. The term of this MOU is one school year and will auto renew each school year unless written notice is given by either party. Either party may terminate this agreement without cause at any time with 60 days written notice to the other party.

MISCELLANEOUS:

11. The APRN assigned to the School by HPFC will at all times be an employee of HPFC. At no time shall the APRN be considered an employee or agent of the School. At no time will the APRN function as the school nurse. All services rendered to students by the APRN shall be considered a billable visit.
12. Both parties agree they will comply with all applicable federal, state and local laws, rules and regulations.
13. 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 HPFC 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.
14. HPFC 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 HPFC to the School and provided by HPFC to any students. HPFC further releases, acquits and discharges the School's past, present and future board members, superintendents, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors in the interest(s), and any and all other persons, firms, or corporations with whom any of the former have been, are now or may hereinafter be affiliated, their representatives, agents, administrators, executors, personal representatives, successors in interest(s), heirs or assigns, and/or all of them, from any liability, claims, demands, controversies, damages, actions, causes of action on account of personal injuries, loss of services, affection, injuries, damage and from all other types of loss and damages, of every kind, nature and description, sustained by or hereinafter resulting from any activity or function performed under this MOU including student based health services, whether directly or indirectly, and from any and all other liability, claims, demands, controversies, damages, actions and causes of action whatsoever of any kind or description,

either in law or in equity, which HPFC, its administrators, successors, and assigns, or any student can, shall or may have by reason of or in any way relating to or resulting from the activities or functions performed under this MOU.

15. The School agrees to hold harmless and indemnify HPFC from any third party claims, damages, complaints or actions from the services in this agreement provided by the School to HPFC. The School further releases, acquits and discharges HPFC's past, present and future board members, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors in the interest(s), and any and all other persons, firms, or corporations with whom any of the former have been, are now or may hereinafter be affiliated, their representatives, agents, administrators, executors, personal representatives, successors in interest(s), heirs or assigns, and/or all of them, from any liability, claims, demands, controversies, damages, actions, causes of action on account of personal injuries, loss of services, affection, injuries, damage and from all other types of loss and damages, of every kind, nature and description, sustained by or hereinafter resulting from any activity or function performed by the School under this MOU; whether directly or indirectly, and from any and all other liability, claims, demands, controversies, damages, actions and causes of action whatsoever of any kind or description, either in law or in equity, which School, its administrators, successors, and assigns, shall or may have, by reason of or in any way relating to or resulting from the activities or functions performed by the School under this MOU.
16. Neither party waives any legal defense conferred to them under state or federal law, including defenses of legal immunity.
17. This Agreement shall be governed and construed under the laws of the Commonwealth of Kentucky.

CEO, HealthPoint Family Care

Date

Newport Independent District Signature & Title

Date