

NORTH CAROLINA

GUILFORD COUNTY

## Memorandum of Understanding

**This Amended and Restated Memorandum of Understanding (“MOU”)** is entered into by and between The Moses H. Cone Memorial Hospital Operating Corporation d/b/a Greensboro Area Health Education Center (“GAHEC”) and the Guilford County Board of Education, d/b/a Guilford County Schools (“GCS”).

GAHEC has applied for and received grants from multiple sources (which amounts shall be collectively referred to herein as the “Grant”) to continue and expand its school-based telehealth program to increase access to comprehensive health care for children in GCS public schools (the “Program”). The Program currently serves children at Bessemer Elementary School, Cone Elementary School and Washington Montessori School, but the parties wish to expand the school-based telehealth clinics to forty-eight GCS locations. The Program is a school-based telemedicine network to allow students in Guilford County to benefit from receiving health care where they spend a large portion of their days—at school. The primary objective of the Program is to overcome the barriers to accessing health care services for school-age children living in the community by building upon the current network of school-based health care providers, school nurses, school administrators, principals, teachers, staff and community members through a telemedicine program. Comprehensive school-based health services including acute care and connecting students to primary care, will be provided at the participating schools.

The purpose of this MOU is to outline the relationship between GAHEC and GCS and the process for the provision of services to GCS students. The parties to this MOU agree and understand that the provision of resources specified in this MOU is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this Program as provided to GAHEC from the Grant.

GAHEC and GCS enter into this MOU as follows:

**1. Responsibilities of GAHEC. GAHEC agrees to:**

- Serve as the primary financial center for the Program; all expenses, invoices, and costs will be paid through GAHEC in accordance with the applicable Grant rules and regulations. This includes:
  - Purchase and install portable telemedicine equipment at schools selected by GCS in partnership with GAHEC utilization and incidence data.
  - Provide marketing materials to communicate the concept of the Program to GCS teachers, school administrators, staff and parents/caregivers.

- Provide over-the-counter medications that can be used at the school following a student's virtual visit until such time as the prescription for the student (as prescribed by the provider pursuant to the virtual visit) is ready.
- Coordinate access to pediatric providers via telemedicine; provided that GCS acknowledges and agrees that the pediatric providers may not be affiliated with The Moses H. Cone Memorial Hospital Operating Corporation d/b/a Cone Health.
- Coordinate access of parents/caregivers who have children enrolled in GCS and wish to join the video consult with their child via phone or video technology as long as all additional costs and hardware (if any) is covered by the interested parent/caregiver.
- To the extent funded by the Grant, provide appropriate clinical personnel at each site to direct patient care and facilitate the virtual visits between the student, parent and provider.
- Train selected GCS school nurses to facilitate virtual visits at their assigned schools.
- Oversee and make final approvals related to the marketing and communications of the Program (web, social media, videos, press) and Program information to deploy to local families, faculty and healthcare providers.
- Through the Program Director, participate in and lead an advisory committee to consist of GCS staff, a provider, a school registered nurse and a parent/caregiver
- Maintain weekly statistics on virtual clinic utilization, number of students who remained at school, number of reduced early dismissals, number of parents who did not have to come to school to care for a child, number of students who did not have to go to the emergency department and number of children who have a new primary care physician (the "Utilization Report"). This data will be de-identified in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA"), and such de-identified, aggregate data will be shared with GCS.
- Provide a quarterly virtual clinic newsletter to inform parents of shared goals of reduced absenteeism and decreased need for parents to travel to school.
- Share quarterly cost reduction/avoidance report with the North Carolina Department of Health and Human Services (the "Medicaid Report" and together with the Utilization Report, the "Reports"). GAHEC acknowledges that such report shall only contain information that has been de-identified in accordance with HIPAA and FERPA.
- Collaborate with the North Carolina Department of Public Instruction to validate reduction in early dismissal and absenteeism numbers by comparing these to demographically matched schools .
- Arrange for the provision of virtual visits to students of GCS. The parties acknowledge and agree that prior to the provision of professional services to students of GCS who are under the age of eighteen (18), GAHEC shall obtain permission from the student's parent/legal guardian prior to providing any professional services to the student.
- Confirm with treating provider that all prescriptions have been sent electronically, in the event the patient receives a prescription following the virtual visit.
- Provide an after-visit summary to each student to provide to the student's parent/caregiver.
- Confirm that all proper documentation of the visit is placed in the patient's medical file.
- Direct all communication and press requests regarding the Program to John E. Jenkins or his designee.

- Provide virtual visit equipment (laptop, desktop, video unit and peripherals) and maintain such virtual visit equipment, including routine service and troubleshooting.

**2. Responsibilities of GCS. GCS agrees to:**

- Provide a key contact or project lead to work closely with GAHEC.
- Actively participate in Program implementation activities, including providing staff to sit on the advisory committee.
- Assist GAHEC in determining additional schools to participate in the Program as funding permits.
- Provide a secure and private location in each school for the equipment to be utilized and for telemedicine visits to occur.
- Provide a telephone with a speaker.
- Cover overhead expenses such as lighting, heating, and cooling and provide broadband access at each school for telehealth connectivity.
- Provide technical support for accessing internet in cooperation with telemedicine equipment set-up. Optimize data network for video visits to ensure high quality medical diagnostic care.
- Distribute Program enrollment forms and other information to parents, staff and administrators.
- Collect returned enrollments and deliver to GAHEC.
- GCS shall allow GAHEC to market the Program at all GCS-sponsored events, including but not limited to open houses, orientations, staff members, parent-teacher conferences and similar events.
- Assist GAHEC in securing the consent of a student's parent/legal guardian prior to the provision of telehealth services.
- In preparation for a virtual visit, GCS will use reasonably available means to assist the GAHEC personnel in contacting the correct parent/legal guardian to participate in a virtual visit.
- GCS will share available data to assist GAHEC in preparing the Reports subject to the data confidentiality requirements described further in this MOU.

**3. Nature of Relationship between GAHEC and GCS. GAHEC is being allowed to provide services on the property of GCS through virtual technology. GAHEC is not being retained by GCS to provide services. GAHEC is not entitled to any payments for services from GCS. Nothing herein will be construed to require that GCS comply with any Grant agreement .**

- a. **No Authority -** The parties acknowledge and agree that neither is an employee or agent of the other. GAHEC has no authority to obligate GCS by contract or otherwise and GCS has no authority to obligate GAHEC by contract or otherwise.
- b. **No Joint Venture.** – GAHEC acknowledges that at all times it is operating to further its own purposes and is acting as an independent contractor. By permitting GAHEC access to students during the instructional day, GCS is not acting in concert with GAHEC, and the activities of GAHEC are not a joint venture between GAHEC and GCS. Any reference by either party to this Program as a partnership or to each respective party as a “partner” is not an accurate description of the legal relationship of the parties.

4. **Insurance.** During the term of this MOU, GAHEC at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this MOU. As a minimum, GAHEC shall provide and maintain the following coverage and limits:

- a. Worker's Compensation – GAHEC shall provide and maintain Workers' Compensation Insurance, if required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of GAHEC's employees who are engaged in any work under this MOU. If any work is subcontracted, GAHEC shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under this MOU.
- b. Commercial General Liability - General Liability Insurance on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c. Professional Liability – GAHEC shall maintain Professional Liability Insurance which shall protect GAHEC from claims which arise from operations or activities performed under this MOU, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.
- d. GAHEC will maintain all necessary malpractice insurance and other documentation required for a direct enrolled provider with the NC Division of Medical Assistance.

The parties acknowledge and agree that GAHEC shall not be obligated to provide any insurance coverage for the providers actually providing the virtual visits to the students and that such provider shall be solely obligated to provide all insurance covering the provider's services. Providing and maintaining adequate insurance coverage is a material obligation of GAHEC and is of the essence of this MOU. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina or from a policy of self-insurance meeting the limits set forth herein. GAHEC shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this MOU. The limits of coverage under each insurance policy maintained by GAHEC shall not be interpreted as limiting GAHEC's liability and obligations under this MOU. Certificates of such insurance shall be furnished by GAHEC to GCS. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this MOU and shall be grounds for immediate termination of this MOU.

5. **Confidentiality and Release of Student Information.**

- a. Consent - Each party is responsible for obtaining informed, written consent prior to disclosure of any confidential information protected by law, including but not limited to, personally identifiable information from education records protected by FERPA, 20 U.S.C. 1232g, any information protected by the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C 1232h, and any information protected by HIPAA, 29 U.S.C.1181, et. seq. All such confidential information related to students and/or patients is referred to herein as "Data." Each party shall comply and shall assist the other party in compliance, in all material respects, with applicable laws and regulations. GCS will not release personally identifiable information from education

records of students except as consented to by the parents or guardians of students. GAHEC will not release confidential information to GCS unless an appropriate release has been executed.

- b. Confidentiality - The Data disclosed to GAHEC will be used exclusively for the purposes of this MOU and the Grant. Except as provided herein, GAHEC shall not disclose any Data to any other party for any reason: without the prior written consent of (a) the affected person or student (or parent of an affected student) or (b) as permitted by applicable law, including but not limited to HIPAA; or (c) unless required by statute or upon entry of an order of a court of competent jurisdiction; provided that GAHEC notify GCS and provide it an opportunity to object prior to such disclosure.
- c. Storage of Confidential Information - Each party is responsible for taking sufficient steps to protect the confidentiality of student and patient information, wherever stored. GAHEC has full and final responsibility for the security of all Data provided by GCS that is in its possession while it is in possession of such Data. GAHEC agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. GAHEC should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
- d. Destruction of Data - Upon termination or expiration of this MOU, or at such point that the Data is no longer needed for the purpose referenced in this MOU and except as otherwise set forth in the immediately following sentence, the Data must be: (i) returned to GCS, (ii) destroyed or erased, or (iii) de-identified. The parties acknowledge and agree that nothing herein requires GAHEC to return to GCS or to destroy any Data which becomes part of a patient's medical record and such medical record shall be maintained in accordance with the laws, rules and regulations applicable to GAHEC.
- e. Training - Any officers or employees of GAHEC who have access to student data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.
- f. Breach Notification Costs and Expenses – GAHEC shall be required to notify GCS of any breach of security resulting in an unauthorized access to the Data. GAHEC shall be responsible for any costs and expenses required to remedy such breach.

6. **Criminal Background for GAHEC Employees.** GAHEC shall obtain a complete North Carolina statewide criminal background investigation for all employees who will provide services to students, covering a period for the last seven (7) years. In the event that the employee is from out of state, the criminal background investigation shall be broadened to include the employee's home state, as well as the state of North Carolina as outlined above. All costs associated with these criminal background checks is the responsibility of GAHEC. Any individual with the following criminal convictions or pending charges will NOT be permitted to provide services to students under this MOU:
- a. Child Molestation or Abuse or indecent liberties with a child;
  - b. Rape;
  - c. Any Sexually Oriented Crime;
  - d. Drugs: Felony use, possession or distribution;
  - e. Murder, manslaughter or other death related charge; or;

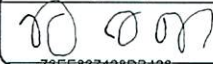
- f. Assault with a deadly weapon or assault with intent to kill.
7. **Compliance with Laws.** Each party will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, district, and local agencies having jurisdiction and/or authority. Each employee providing services to GCS students will have current, active licenses to perform all activities they will perform at the time of the service.
  8. **Term.** This MOU shall commence as of June 1, 2022 and shall continue for five (5) years.
  9. **Termination for Cause.** The parties agree to work together to resolve any conflict that may arise. If at any time, GCS is dissatisfied with the services provided by GAHEC or its compliance with the standards expected of medical providers or other terms outlined in this MOU and/or if the concern is so material that the continued participation by GAHEC interferes with the school's interests in safety and order and the educational process, GCS will contact GAHEC. If a resolution satisfactory to GCS cannot be reached, GAHEC will not be permitted to provide services described in this MOU. Notwithstanding, a party will not be relieved of any liability to the other party for damages sustained by the first party by virtue of any breach of this MOU.
  10. **Termination without Cause.** It is understood that either GCS or GAHEC may terminate this MOU for any reason at an earlier date than that specified in this MOU by providing the other party sixty (60) days prior written notice. Notwithstanding the foregoing, this MOU may be terminated immediately by GAHEC in the event the funding available under the Grant is terminated or no longer available. Notwithstanding, a party will not be relieved of any liability to the other party for damages sustained by the first party by virtue of any breach of this MOU.
  11. **Intentionally Deleted.**
  12. **Force Majeure.** Neither party will be liable under this Agreement for any loss or damage of any nature that is incurred as a result of any failure or delay in performance that is, in turn, caused by circumstances beyond its reasonable control. This includes, without limitation, any failures or delays in performance caused by lack of available production facilities, strikes, lockouts, labor disputes, fires, acts of God or the public enemy, riots, pandemics, interference by civil or military authorities, compliance with the laws, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, failures of communication facilities or sources of raw material, destruction of a party's relevant facilities, or any other condition beyond the party's reasonable control. This clause will not excuse, however, a party's obligation to pay money due hereunder to the other nor extinguish any obligations owed among the parties that arose prior to the event of force majeure.
  13. **Notice.** At any time notice is required under this MOU, it shall be made by a written communication as specified herein.

- a. To GCS:  
Dominick Robinson, Chief Student Services Officer  
120 Franklin Boulevard  
Greensboro, NC 27401  
E-mail:robinsd7@gcsnc.com
- b. To GAHEC:  
The Moses H. Cone Memorial Hospital Operating Corporation  
1200 N. Elm Street  
Greensboro, NC 27401  
Johne.jenkins@conehealth.com


- 14. **No Waiver.** Nothing contained herein is intended to be a waiver in any respect whatsoever of GCS's or the Guilford County Board of Education's right to assert under any circumstances whatsoever its claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.
- 15. **Entire Agreement.** This MOU represents the entire agreement between the parties and amends and restates in its entirety that certain Memorandum of Understanding dated February 9, 2021 by and between GAHEC and GCS.
- 16. **Choice of Law & Venue.** This MOU shall be governed by and construed in accordance with the substantive laws of the State of North Carolina without regard to choice of law principles and all disputes shall be subject to the jurisdiction of Guilford County, North Carolina.
- 17. **Modification of Terms.** The terms outlined above may be modified in particular instances provided that such modification is agreed to in writing specifically denominated as a modification hereto and signed by the parties.
- 18. **Multiple Counterparts.** This MOU may be executed and delivered in two or more counterparts, each of which when so executed shall be the original, but such counterparts together shall constitute but one and the same instrument.
- 19. **Electronic Signatures.** Copies of this MOU, when executed, may be transmitted by facsimile or Adobe Acrobat .pdf file and shall be considered to be fully binding to the same extent as a signed original.

IN WITNESS WHEREOF, the parties have executed this MOU as of the last date set forth in the signature boxes below.

**The Moses H. Cone Memorial Hospital Operating Corporation**

Name: Dereck Deleon  
Title: Chief Academic officer  
Signature:   
Date: 6/2/2022

**Guilford County Schools**

Name: Dominick Robinson  
Title: Chief Student Services Officer  
Signature:   
Date: 06/03/22