

## MEMORANDUM OF UNDERSTANDING

Between  
St. Louis Children's Hospital  
and  
St. Louis Language Immersion School

This Memorandum of Understanding ("MOU") is entered into on November 29, 2017 ("Effective Date") by and between St. Louis Children's Hospital ("SLCH"), a nonprofit public benefit corporation, and St. Louis Language Immersion School ("School"). IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS SET FORTH BELOW AND THOSE CONTAINED IN ANY EXHIBIT, THE PROVISIONS SET FORTH BELOW SHALL GOVERN.

### RECITALS

- A. School is a charter school sponsored by the University of Missouri-St. Louis ("UMSL");
- B. SLCH has developed and operates the "Healthy Kids Express" ("HKE") program which provides registered nurses and health services to schools to better enable students' access to health care services at no cost to students or students' parents or guardians ("HKE Health Program");
- C. SLCH and School desire to make available the HKE Health Program to School's students;
- D. SLCH and the University of Missouri-St. Louis ("UMSL") are in the process of applying for a five (5) year grant ("Grant") from the Missouri Foundation of Health, as set forth in a separate Memorandum of Understanding between the parties, to facilitate and fund the provision of the HKE Health Program by SLCH to USML-sponsored charter schools, including this School, such program to include, (1) SLCH's provision of a school nurse to provide full-time health services on School's campus; and (2) development and implementation of a coordinated school health program for the School; and
- E. The parties acknowledge and agree that the terms and conditions of this MOU are contingent upon the approval of the Grant, and if the Grant is not approved, this MOU shall be deemed null and void; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM OF MOU.** The initial term of this MOU shall be for a period beginning on the Effective Date and continuing through the end of the 2023 school year, unless earlier terminated as set forth in Section 4 below ("Term"). Each school year shall commence on July 1 and end on June 30.

2. **SLCH SERVICES/OBLIGATIONS.**

A. **Services.** SLCH shall provide the nursing services and develop and implement a coordinated health program described hereunder (collectively, the "Services"); provided, however, that, upon the approval of the Grant, the parties shall be obligated further establish the terms and conditions of the Services and responsibilities of the parties in detail, which shall be documented in a subsequent agreement between the SLCH and School. The Services shall only be provided to School students ("Students"), at no cost to the Students or Students' parents/guardians. In performing the Services, SLCH and its employees shall follow applicable federal, state and local laws and regulations, the professional standards then prevailing in the community, and shall not discriminate on the basis of race, color, creed,



religion, sex, national origin, disability, sexual orientation, pregnancy, marital or parental status when providing the Services.

**B. Nursing Services.** SLCH shall provide to School one (1) licensed registered nurse ("Nurse") to provide the full-time professional clinical nursing health services on School's campus ("Nursing Services"). The Nurse shall work cooperatively with School personnel to establish a regular schedule and will work in accordance with Students' class schedules when establishing times for the provision of the Services to Students. If the Nurse is unavailable, due to such occasions such as vacation or illness, SLCH shall make reasonable efforts to provide a substitute nurse to provide the Services hereunder.

**C. Coordinated School Health Program.** SLCH shall develop and implement a coordinated school health program for School ("Health Program Services"), for provision of additional health services, such as, but not limited to, immunizations and health screenings, such program to be customized based on School's needs. To better assess and identify School's needs, SLCH shall enter into a separate MOU with the Missouri Department of Health and Senior Services ("DHSS") to provide consultative and training services in DHSS's "TEAMS" (Training, Education, Assistance, Mentorship, Support) Project which will enable SLCH to better identify issues, goals, strategies and objectives needed in the development and implementation of the Health Program Services.

**D. Prior to School Year.** SLCH shall assess existing School policies, set up the School nursing clinic, and review Student records prior to the beginning of each school year.

### **3. SCHOOL OBLIGATIONS.**

**A. Facilities.** School shall ensure and provide adequate space for Nurse, equipment, clinical and office supplies, including but not limited to telephone and internet connectivity, needed for the provision of the Services.

**B. Access to Students.** School shall provide regular, appropriate access to Students who wish to participate in the Services at times mutually determined by SLCH, Nurse, and School.

**C. Inclusion/Training.** School shall include Nurse and other SLCH personnel as appropriate in applicable School team meetings, trainings, student care conferences and similar events. School shall provide to Nurse and other SLCH personnel as appropriate training related to (1) School's reporting requirements and computer system usage; (2) mutually agreed upon times during staff meetings for mandatory school health trainings; (3) the rights and responsibilities as "school officials" as that term is defined under FERPA if applicable; and (4) other inclusions and trainings as deemed appropriate by School and SLCH in order to enhance the Services provided under this MOU.

**D. Notices/Release of Information Forms.** School shall be responsible for obtaining parent/guardian consent where by required by law or School policies for all Services provided by SLCH to Students, and presenting SLCH with such consents. School shall provide parents with notice of services provided under the Health Program Services and the results of any health screenings or other services. School shall present SLCH with a copy of ROI consent forms if needed.

**E. Payment Structure.** School shall pay SLCH an increasing percentage of the overall budget allocated for the HKE Health Program over the Grant period, with the remaining percent being funded by the Grant. Commencing with the final year of the Grant period, School shall be responsible for payment of one hundred percent of the budget allocated for the HKE Health Program. Percentages of the budget shall be paid by School as follows:

<u>Year</u>	<u>Percentage of Allocated Budget Paid by School</u>
2018-2019	20%
2019-2020	40%
2020-2021	60%
2021-2022	80%
2022-2023	100%

**4. TERMINATION.** With the exception of Section 4.D below, all rights of termination under this section are subject to the terms and conditions of the Grant, if approved.

**A. Termination of MOU.** Either party, with or without cause, may terminate this MOU upon sixty (60) days' prior written notice to the other party.

**B. Termination of Services.** Either party may, with or without cause, terminate one or more specific obligations of the Nursing Services and/or Health Program Services.

**C. Termination for Breach.** In the event of a material breach by the other party, provided the non-breaching party first delivers written notice to the other party identifying the breach, together with the effective date of such termination if such breach is not cured. The breaching party shall have an opportunity to cure such breach within ten (10) days of Notice.

**D. Non-Approval of Grant.** This MOU shall automatically terminate upon the non-approval of the Grant, or withdrawal of Grant funds for any reason.

**5. INSURANCE.** Throughout the term of this MOU, each party will either self-insure or carry the following insurance covering its activities and its employees under this MOU:

**A. Workers' Compensation** shall be provided at statutory limits and Employer's Liability limits as illustrated above or as the limits necessary to schedule such Employers Liability limits under the Umbrella policy, as follows:

<u>Worker's Compensation/Employer's Liability</u>	<u>Statutory Limit</u>
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each
employee	\$500,000 policy limit

**B. Professional Liability/Medical Malpractice** (as applicable) will be provided as follows:

Per Occurrence	\$1,000,000.00
Aggregate	\$3,000,000.00



C. **General Liability** shall be provided as follows:

Per Occurrence/Bodily Injury/Property Damage	\$1,000,000.00
Aggregate	\$3,000,000.00

D. **Certificates of Insurance.** A certificate of insurance evidencing the aforementioned insurance requirements is required to be provided to either party upon written request. Said certificate is to include a thirty (30) day advance notice prior to any change, termination, or cancellation of the insurance coverage.

The indemnification obligation under this contract does not in any way waive, revoke, limit or otherwise modify the protection afforded SLCH under the Missouri Worker's Compensation Act.

6. **CONFIDENTIALITY OF INFORMATION.**

A. **Confidentiality.** School and SLCH shall respect the privacy of health information and, accordingly, shall maintain the confidentiality of School's student health information in accordance with applicable state and federal law and regulations governing its use and disclosure. SLCH shall maintain all required and appropriate records for its Services and maintain exclusive control over such records.

B. **Federal/State Regulations.** Both parties shall keep all information confidential in accordance with all federal and state regulations and statutes, including, but not limited to, with FERPA, ADA, NSLP and HIPAA, as applicable.

7. **MUTUAL INDEMNIFICATION.** To the extent permitted by law, School shall indemnify, defend and hold harmless SLCH and SLCH's affiliates, and their directors, officers, employees, and agents against any and all liability, claims, damages, losses, costs and expenses (including without limitation attorneys' fees and related defense expenses) incurred by or imposed upon them in connection with any claims, actions, suits or demands for damages arising out of School's responsibilities under the MOU or the School's failure to act or the negligent acts or failure to act of its directors, officers or employees in connection with the subject matter of this MOU, provided however, that SLCH shall not be entitled to such indemnification to the extent caused by its own acts or omissions of its officers, employees, or agents. SLCH shall indemnify, defend and hold harmless School and its directors, officers, employees, and agents against any and all liability, claims, damages, losses, costs and expenses (including without limitation attorneys' fees and related defense expenses) incurred by or imposed upon them in connection with any claims, actions, suits or demands for damages arising out of the Services provided by SLCH under the MOU or SLCH failure to act or the negligent acts or failure to act of its directors, officers or employees in connection with the subject matter of this MOU, provided however, that School shall not be entitled to such indemnification to the extent caused by its own acts or omissions of its officers, employees, or agents.

8. **NOTICE.** Any notice required to be given pursuant to this MOU shall be deemed to have been given when delivered in person, or sent by certified mail, return receipt requested, all charges prepaid and addressed to:

**SLCH**

St. Louis Children's Hospital  
One Children's Place  
St. Louis, MO 63110  
Attn: President

**School**

St. Louis Language Immersion School

\_\_\_\_\_  
Attn: Superintendent



Copy to:

BJC Senior Vice President and General Counsel  
4901 Forest Park Ave, 12<sup>th</sup> floor  
St. Louis, MO 63108

**10. PUBLICITY.** Neither party shall use the name(s), trademark(s), or trade name(s), whether registered or not, of the other party in publicity releases or advertising or in any other manner without the prior written consent of the other party.

**11. INDEPENDENT CONTRACTOR.** In performing Services under this MOU, SLCH, its employees and agents are independent contractors with respect to School, and nothing in this MOU is intended nor shall it be construed to create between SLCH and School and/or their employees or agents an employer/employee relationship, a joint venture relationship, a principal/agent relationship, or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this MOU.

**12. MISCELLANEOUS PROVISIONS.**

**A. Entire Agreement/Amendment/Waiver.** This MOU, including any referenced Exhibits hereto, all which are hereby incorporated by reference and made a part of this MOU, constitutes the entire agreement between the parties and supersedes all other agreements, whether written or oral. This MOU shall not be modified or amended except by a writing signed by the parties. No term or provision of this MOU shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver or a breach or violation of any provision will not be a waiver of any subsequent breach of the same or any other provision. It is recognized that the provisions of this MOU shall be construed in accordance with the laws of the State of Missouri.

**B. Severability/Change in Laws.** If any law or regulation enacted or amended or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the Effective Date of this MOU (collectively "Change of Laws") materially affects or impacts upon the reasonable expectations of either party under this MOU, renders any provision of this MOU illegal and/or unenforceable, or materially affects the ability of any party to perform their obligations under this MOU, then the provision determined to be illegal or unenforceable shall be deemed omitted and the remaining provisions shall remain in full force and effect. Either party may request an amendment to remedy any Change in Law affect upon the MOU.

**C. Exclusion from Government Programs.** Each party to this MOU represents that: (1) it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare, Medicaid and TRICARE/CHAMPUS; and (2) it has never been subject to any sanctions by any of the aforementioned programs. Each party shall notify the other of any imposed exclusions or sanctions covered by this representation, and the notified party reserves the right to terminate the MOU upon receipt of such notice.

**D. Signatures.** The parties acknowledge and agree that this MOU shall not be deemed valid and in effect until School's board has approved and the MOU has been co-signed by the School's Board President.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by duly authorized representatives to be effective as of the day first set forth above.

**ST. LOUIS LANGUAGE  
IMMERSION SCHOOL**

**ST. LOUIS CHILDREN'S HOSPITAL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Malcom Berry

Title: Chief Development Officer

**APPROVED BY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



	2018	20%	2019	40%	2020	60%	2021	80%	
	May-Oct	Nov-Apr	May-Oct	Nov-Apr	May-Oct	Nov-Apr	May-Oct	Nov-Apr	
<b>Standard Program Costs</b>									
Black numbers denote 20% share									
Management Overhead .3 FTE 2.5% inf.	14,048	14,048	14,399	14,399	14,759	14,759	15,128	15,128	
Benefits	4,214	4,214	4,320	4,320	4,428	4,428	4,538	4,538	
Administrative Coordinator .3 FTE 2.5% inf.	5,264	5,264	5,396	5,396	5,531	5,531	5,669	5,669	
Benefits	1,579	1,579	1,619	1,619	1,659	1,659	1,701	1,701	
Phone \$70 per month	420	420	420	420	420	420	420	420	
Mileage 300 Miles per month @ .54	972	972	972	972	972	972	972	972	
Medical Director	3,000		1,500		1,500		1,500		
Form Development & Printing	6,000		2,000		2,000		2,000		
School Staff Training 150 x 2 x 12 = 3,600	3,600		3,600		3,600		3,600		
Parent/School Nurse School Meetings Incentives	3,000		3,000		3,000		3,000		
Nursing Conferences			5,000		5,000		5,000		
<b>Total Standard Costs</b>	<b>42,097</b>	<b>26,497</b>	<b>42,226</b>	<b>27,126</b>	<b>42,869</b>	<b>27,769</b>	<b>43,528</b>	<b>28,428</b>	
<b>Above costs broken down by school below</b>									
<b>St. Louis College Prep 325 to 405</b>									
Start-Up Costs	18,762								
Administration, Training, Planning & Oversight		8,832	14,075	9,042	14,290	9,256	14,509	9,476	
Annual Supplies			3,806		3,806		3,806		
Mileage 160 per month @ .54 per	432	518	518	518	518	518	518	518	
Phone \$70 per month	350	420	420	420	420	420	420	420	
RN Salary 2.5% inflation (5 months 1st period)	28,750	34,500	35,362	35,363	36,246	36,247	37,152	37,153	
Benefits	8,625	10,350	10,609	10,609	10,874	10,874	11,145	11,146	
<b>The Biome 120 - 240</b>									
Start-Up Costs	18,762								
Administration, Training, Planning & Oversight		8,768	13,115	8,977	13,358	9,192	13,578	9,408	
Annual Supplies			3,806		3,806		3,806		
Mileage	432	518	518	518	518	518	518	518	
Phone \$70 per month	350	420	420	420	420	420	420	420	
RN Salary 2.5% inflation (5 months 1st period)	28,750	34,500	35,362	35,363	36,246	36,247	37,152	37,153	
Benefits	8,625	10,350	10,609	10,609	10,874	10,874	11,145	11,146	
<b>St. Louis Language Immersion School 765</b>									
Start-Up Costs	18,762								
Administration, Training, Planning & Oversight		8,768	13,115	8,977	13,358	9,192	13,578	9,408	
Annual Supplies 3% inf.			3,806		3,806		3,806		
Mileage	432	518	518	518	518	518	518	518	
Phone \$70 per month	350	420	420	420	420	420	420	420	
RN Salary 2.5% inflation (5 months 1st period)	28,750	34,500	35,362	35,363	36,246	36,247	37,152	37,153	
Benefits	8,625	10,350	10,609	10,609	10,874	10,874	11,145	11,146	
<b>Totals</b>	<b>212,854</b>	<b>163,732</b>	<b>192,450</b>	<b>167,726</b>	<b>196,598</b>	<b>171,817</b>	<b>200,788</b>	<b>176,003</b>	
<b>Annual Program Cost with 3 schools</b>		<b>\$376,586</b>		<b>\$360,176</b>		<b>\$368,415</b>		<b>\$376,791</b>	
	<b>2018/19</b>		<b>2019/20</b>		<b>2020/21</b>		<b>2021/22</b>		
Off Set from School Payments		32,746	76,980	67,090	117,959	103,090	160,630	140,802	
% of payments		20%	40%	40%	60%	60%	80%	80%	
<b>Each school pays</b>		<b>10,915</b>	<b>25,660</b>	<b>22,363</b>	<b>39,320</b>	<b>34,363</b>	<b>53,543</b>	<b>46,934</b>	
Payments from the schools are due on June 30, 2019/2020/2021/2022									
First year RN salaries and benefits based on 11 months (June - April)									
Telemedicine Implementation Planning									Total
Manager 0.1 FTE			\$4,800	\$4,800	\$4,920	\$4,920	\$5,043	\$5,043	\$29,526
Benefits			\$1,440	\$1,440	\$1,476	\$1,476	\$1,513	\$1,513	\$8,858
Indirect			\$936	\$936	\$959	\$959	\$983	\$983	\$5,756
			\$7,176	\$7,176	\$7,355	\$7,355	\$7,539	\$7,539	\$44,140
	MFH			School					
	Investment			Investment		Total			
2018 Set-up May-Oct	\$212,854					\$212,854			
Indirects May-Oct on \$137,230	\$20,585					\$20,585			
2018/2019 Nov-Apr 20%	\$130,986			\$32,746		\$163,732			
Indirects on \$127,724 or 80% of \$159,655 Year 1	\$19,159					\$19,159			
2019/2020 40%	\$115,470			\$76,980		\$192,450			
	\$100,636			\$67,090		\$167,726			
Indirects on \$196,378 or 60% of \$327,297 Year 2	\$29,457					\$29,457			
2020/2021 60%	\$78,639			\$117,959		\$196,598			
	\$68,727			\$103,090		\$171,817			
Indirects on \$134,191 or 40% of \$335,477 Year 3	\$20,129					\$20,129			
2021/2022 80%	\$40,158			\$160,630		\$200,788			
	\$35,201			\$140,802		\$176,003			
Indirects on \$68,772 or 20% of \$343,860 Year 4	\$10,316					\$10,316			
Telemedicine Implementation Planning									
Manager 0.1 FTE Years 2 - 4	\$29,526					\$29,526			
Benefits Years 2 - 4	\$8,858					\$8,858			
Indirect Years 2 - 4	\$5,756					\$5,756			
<b>Totals</b>	<b>\$926,457</b>			<b>\$699,297</b>		<b>\$1,625,754</b>			

100%  
2019 2020 2021 2022 2023