



Memorandum of Understanding

This MOU is made and entered into as of August 19, 2021, by and between the Muskingum Valley Health Centers, 716 Adair Ave, Zanesville, Ohio 43701 (hereafter "MVHC") and Coshocton City Schools Board of Education, 1207 Cambridge Road, Coshocton, 43812 (hereafter "COSHOCOTON") in order to provide primary healthcare services for members of the greater Coshocton City School District community. The Parties anticipate that during the first year, the services delivered hereunder will be restricted to COSHOCTON students and staff, provided that the Parties may revisit this issue through an amendment to this MOU at any time.

1. COSHOCOTON CITY SCHOOL DISTRICT AGREES TO:

- Provide exam space in the High School Building (the "Building") on school property
- Renovate the exam space to include interior walls, paint, flooring, fire equipment, and a sink for exam rooms (all on an as needed basis)
- Maintain the exam space with repairs as needed
- Employ your existing school nurse(s)
- Provide after-hours janitorial services for the modular unit (sweeping, refuse removal)
- Assume the costs for utilities to operate the School-Based Health Center (the "Health Center").
- Provide supervision and transportation, if necessary, between District buildings during the school/work day to the Clinic for students/staff seeking care
- Assume the responsibility for student/staff security in the unit when student visits occur. A school employee will escort students to and from the Clinic after parental consent is received.
- Provide space in each school building for a Behavioral Health provider to administer care.

2. MVHC AGREES TO:

- Provide all needed medical/exam equipment to furnish all exam spaces.
- Staff the medical personnel needed to operate the Health Center (Primary Care and Behavioral Health). The Health Center staff will be employees of MVHC.

As such, MVHC will be responsible for supervising and evaluating the professionals employed at the Health Center, and will have sole discretion in regards to hiring and maintaining the staff. MVHC will ensure that individuals have undergone criminal background checks that are consistent with governing law for school personnel. MVHC will ensure that individuals providing services in the Health Center are appropriately licensed and credentialed. MVHC will ensure that its employees/contractors/agents will comply with COSHOCTON's policies and procedures while on District premises. *A Primary Care provider will be available five days each week through a combination of in-person and telehealth access. Hours of operation will be determined by MVHC with the approval of the Superintendent, which approval will not be unreasonably withheld. Preliminary dates and times include: August 1 each year through the last day of school each year. Hours of operation to include 8:00am-4:30pm, Monday – Friday.*

- Provide care for students/staff for illness and well health visits.
- Provide wellness opportunities/education to students and staff when requested
- Provide and maintain **Biohazard** containers
- Provide and maintain **Sharps** containers
- Work in partnership with the district to establish marketing communications to students and parents within the district.
- MVHC will be responsible for clinical documentation for medical services. All Health Center medical records will be confidential and maintained in accordance with accepted professional standards and government laws. Proper written authorization for the release of such protected health information shall be required by MVHC before such records are disclosed to any third parties including COSHOCTON School Staff.
- MVHC is solely responsible for operation of the Health Center and delivery of health care services to students and is not acting on behalf of COSHOCTON. No health care services, whether preventive, acute and chronic care medical, or dental services shall be provided to a student by MVHC without the written or verbal permission of his or her parent, or legal guardian. However, in a life or health-threatening emergency, employees of MVHC may provide life support services without written or verbal parent or guardian consent.
- MVHC shall maintain malpractice insurance in the amount of \$1 million/3 million to cover the services and activities of MVHC staff at the Health Center. Proof of this liability insurance will be provided to COSHOCTON upon request.
- MVHC shall be solely responsible for all billings to insurers/Medicaid for any and all services provided hereunder.
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3. TERM OF MEMORANDUM OF UNDERSTANDING:

This MOU will be effective the first day of school, 2021 for a calendar year. The MOU will be automatically renewed each year unless otherwise amended or terminated by either party with 90 days prior notice.

4. AMENDMENT:

This MOU will be amended only by an amendment in writing and signed by all parties.

5. SUBCONTRACTING:

When MVHC deems necessary to deliver services of the quantity and quality specified in this MOU, MVHC may subcontract with the express written approval of COSHOCTON as to the duties and obligations of the subcontractor. MVHC shall remain obligated to COSHOCTON for the performance of any services that may be performed by subcontractors. MVHC is responsible for making direct payment for such services to the subcontractor.

6. CONFIDENTIALITY OF EDUCATION RECORDS:

- The Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 C.F.R. Part 99 (hereinafter “FERPA”) and Ohio Revised Code Section 3319.321 protect personally identifiable information (“PII”) concerning a student from release without consent unless an exception applies. Accordingly, COSHOCTON will not provide MVHC with educational records or any PII contained therein unless COSHOCTON is provided with a valid consent as required by FERPA or one of the exceptions applies.
- One such exception is for the release of information in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. 34 CFR 99.36. This exception only applies when there is an articulable and significant threat to the health or safety of the student or other individuals and a party needs personally identifiable information from education records to protect the health or safety of the student or other individuals. Such situations are rare, do not justify the wholesale release of PII but simply that information necessary to abate the threat, and the exception does not extend beyond the period of the emergency.

7. FINANCIAL RECORDS:

MVHC shall maintain independent books, records, payroll documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state, local and COSHOCTON personnel. MVHC shall maintain and preserve all financial and service delivery documentation records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years following the end of this contract.

8. COMPLIANCE:

MVHC shall perform its obligations under this MOU in conformity with all applicable local, state and federal laws and regulations.

9. INDEMNIFICATION:

MVHC, its successors and assignees, will at all times indemnify and hold harmless COSHOCTON, its officers and members, employees, agents, and representatives, from and against any and all suits, claims, demands, costs, damages, counsel fees, charges, liabilities, and expenses whatsoever, which they shall or may at any time sustain or incur or become liable for, by reason or in consequence of, any actions or omissions of MVHC violating any agreements or contracts which MVHC may have entered into with COSHOCTON or of any actions or omissions of MVHC for which MVHC would otherwise be held liable under the provisions of federal or state law or regulations. MVHC specifically does not indemnify or hold COSHOCTON harmless for actions or omissions of the COSHOCTON staff or faculty or others not caused by or the fault or liability of MVHC, or for which MVHC would not be held liable under the provision of federal or state law or regulations. If both MVHC and COSHOCTON are found to be at fault or subject to liability regarding any acts or omissions of MVHC or COSHOCTON, each party shall be responsible for the costs and expenses of such liability to the extent, and in proportion to, the percentage assignment or imposition.

10. SEVERABILITY:

If any term or provision of this contract, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Every other term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

11. TERMINATION:

This MOU may be terminated by either party upon 30 calendar days' written notice to the other party. Upon the failure of either party to honor the terms of this MOU or related state, federal laws and local regulations, the other party may immediately terminate this MOU.

MVHC:

By: Dan Atkinson

Date

COSHOCTON CITY SCHOOLS:

By: Dr. Jere Butcher, Board President

Date