

TELEHEALTH SERVICES AGREEMENT

This Agreement (hereinafter “Agreement”) is made and entered by and between the **COSHOCTON CITY SCHOOL DISTRICT BOARD OF EDUCATION** (the "District"), 1207 Cambridge Road, Coshocton, OH 43812 and **MUSKINGUM VALLEY HEALTH CENTER** (the “Provider”), 716 Adair Avenue, Zanesville, OH 43701 with the District and the Provider being collectively referred to as the “Parties”.

I. Background Information.

1. The Parties desire to enter into this Agreement to outline the terms and conditions under which the Provider will support the District’s efforts to create an accessible, connected community of care around each student to keep them in class and learning, with a focus on improving the rate of chronic absenteeism in the School as that metric is tied directly to both health and academic outcomes as well as highly correlated with long-term student success (e.g. increased graduation and lower dropout rates) (the “Program”).
2. The Parties further agree that the purpose of this Agreement is to assist both Parties in building a telehealth-based care delivery model that is the best fit for their community and may be used to target additional resources that the Parties determine.
3. As part of this Agreement, the District desires to have the Provider share certain data with the District so that the District can evaluate the effectiveness of its Program.

II. Provisions.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Provider Responsibilities.** The Provider agrees to the following:
 - a. Provider will provide the student health, telehealth, and/or other health or support services (“Services”) as described in the attached Exhibit A.
 - b. Provider will ensure that the individuals providing the Services are appropriately licensed, trained, and qualified as required by federal and state law, regulation, and/or policy.
 - c. Provider will ensure that the individuals providing the Services have undergone criminal background checks consistent with the governing law, including but not limited to Ohio Revised Code Section 3319.392 and the District’s policies and procedures.
 - d. Provider will ensure that its staff members who are on-site within the District will comply with the District’s policies and procedures.
 - e. Provider shall obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing the Services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Provider will name the District as an

additional insured on this policy of insurance and shall furnish evidence of such insurance to the District upon request.

- f. Provider will provide information and data needed to carry out the terms of this Agreement, and to assess the effectiveness of the District's program. All data will be maintained in a manner compliant with both HIPAA and FERPA, when applicable.

2. District Responsibilities. The District agrees to the following:

- a. The District will secure appropriate parental consent for the Provider to provide services for the Program and as necessary for the Provider to share Program data to assist in the evaluation of the Program.
- b. The District shall procure the necessary telehealth platform and equipment through a separate agreement with the Muskingum Valley Educational Service Center Governing Board ("MVESC"). This Agreement is expressly conditioned on, and subject to, the District entering such an agreement with MVESC. If the District fails to enter such an agreement within thirty (30) days of execution of this Agreement, this Agreement shall be null and void.
- c. The District will ensure all staff who will assist in the provision or administration of the Services within its buildings are appropriately trained on the equipment and platform, and on the provision of telehealth services.
- d. The District is responsible for ensuring the Provider's services are being fully utilized and the telehealth platform and equipment are routinely and regularly used for such purposes.

3. Compensation. Both Parties agree that the Program is a voluntary collaboration between the Parties and except as other identified herein, the Provider is supporting the Program at no cost to the District and any costs associated with the work performed hereunder is at each Party's expense. Notwithstanding the foregoing, this provision is not intended to foreclose the Provider from seeking appropriate compensation provided through insurance or Medicaid programs for the participating students.

4. Data Sharing. Provider expressly agrees it will cooperate with the District to provide usage and outcome data related to the provision of services set forth in this Agreement. In doing so, the Parties shall cooperate with one another as necessary for both parties to fully comply with FERPA, HIPAA, their state counterparts, and all rules and regulations thereunder, including without limitation, the execution and delivery of Business Associate Agreements, or any other documentation either party determines is necessary for such compliance. In the event that the parties are unable to agree upon a compliance issue or either party is unable or unwilling to execute any document which the other party deems necessary for compliance, then either party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice.

5. Term. This Agreement is effective on the last date signed below and shall be effective until June 30, 2023 or until terminated by either Party.

6. Termination.

- a. For Convenience: The District may terminate this Agreement, in whole or in part, at any time and for any reason by providing written notice to the Provider.
- b. For Breach: If this MOU is breached, the non-breaching Party may suspend or terminate this MOU immediately upon written notice to the breaching Party. If the breach can be cured, the non-breaching Party may provide in writing to the breaching Party the ability to cure the breach within thirty (30) business days. The breaching Party must provide the non-breaching Party evidence that it has sufficiently cured the breach.
- c. MVEESC Agreement: In the event the District's agreement with MVEESC for the provision of telehealth equipment is terminated, this Agreement shall automatically terminate.

7. Indemnification. Provider shall indemnify, defend and save harmless the District, its agents, and employees, from any claims, demands, suits, actions, proceedings, losses, costs and damages, and attorney fees arising out of the actions or omissions of the Provider, its employees and/or agents or contractors, in the provision of services under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement. Provider shall notify the District immediately upon commencement of any actions brought against the Provider whose outcome may affect the rights of the District granted under this Agreement. In the event suit is instituted by the District for any default on the part of the Provider, and the Provider is adjudged by a court of competent jurisdiction to be in default, the Provider shall pay to the District all costs and expenses expended or incurred by the District and reasonable attorney's fees.

8. Force Majeure. If because of force majeure either Party is unable, in whole or in part, to perform under this Agreement, this shall not be considered a breach of contract while the inability to perform continues. Rather, the Party shall remedy with all reasonable dispatch such cause preventing the other party from carrying out the obligations under this Agreement. Except as otherwise provided herein, neither Provider nor the District shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure.

9. Confidentiality and Family Educational Rights and Privacy Act (FERPA).

- a. Provider and District shall comply with all applicable provisions of Ohio and federal laws including the Family Educational Rights and Privacy Act (hereinafter "FERPA") or its state equivalent. FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement shall be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by either state or federal laws or regulations.
- b. As used herein, "confidential information" means all information provided in any form from one party to the other which is, by its nature, information that a prudent

businessperson would maintain as confidential. "Personal information," as described in 1347.01(E) of the Ohio Revised Code, includes personally identifiable student information or educational records defined by FERPA.

- c. Each party shall use confidential information only for purposes of completing the terms of this Agreement as set forth herein. Each party agrees to use reasonable efforts to safeguard confidential information. "Reasonable efforts" means efforts not less than those a party employs to protect its own confidential information and, in any event, efforts not less than those a prudent businessperson would take to protect his or her own confidential and proprietary information. No party shall, without the prior written approval of the other party, directly or indirectly, disclose confidential information to any person or business entity except its own employees and representatives, including attorneys, accountants, and financial advisors, on a need-to-know basis.
- d. If Provider experiences any breach of data security that exposes confidential information, that party shall bear all costs to notify every individual whose confidential information may have been compromised.

10. Confidentiality and the Health Insurance Portability and Accountability Act.

- a. Provider and District shall comply with all applicable provisions of Ohio and federal laws including the Health Insurance Portability and Accountability Act (hereinafter "HIPAA") or its state equivalent. HIPAA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapters 160 through 164 of Title 45 of the Code of Federal Regulations. Nothing in this Agreement shall be construed to allow either party to maintain, use, disclose, or share protected health information ("PHI") in a manner not allowed by either state or federal laws or regulations.
- b. As used herein, PHI means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto.
- c. Each party shall use PHI only for the terms of this Agreement as set forth herein. Each party agrees to use reasonable efforts to safeguard PHI and shall conform with the Privacy and Security requirements under 45 CFR 165 and 45 CFR 164 to protect the data.
- d. If Provider experiences any breach of data security that exposes confidential information, that party shall bear all costs to notify every individual whose confidential information may have been compromised.

11. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By way of example and not limitation, either Party's compliance with FERPA, HIPAA, and/or any state equivalent shall not create any right or benefit, or inure to the benefit of any third-party such that this Agreement may be enforced by said person(s).

12. Independent Contractor. It is expressly understood that Provider and District are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other. It is further understood that neither Provider nor its employees or agents are “employees” of the District and, therefore, are not eligible for vacation, medical insurance, sick leave, parental leave, leave of absence, tenure, bumping rights, retirement, or any other benefits or rights, which are incidents of public employment under the laws of Ohio. Moreover, Provider is responsible for compliance with any labor laws and contracts as it pertains to any union employees under its employment.
13. Records Maintenance and Access. Provider shall establish and maintain for at least six (6) years after the last day of the Term of this Agreement or earlier termination of this Agreement its records regarding this Agreement, including, but not limited to, financial reports, and all other information pertaining to Provider’s performance of its obligations under this Agreement. Provider also agrees that any records required by District with respect to any questioned costs, audit disallowances, litigation or dispute between District and Provider shall be maintained for the time needed for the resolution of such question or dispute. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Provider shall make available to District, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of Provider, including, but not limited to, financial reports, and all other information pertaining to Provider’s performance of its obligations under this Agreement. District, its agents and other appropriate State agencies and officials may review, audit, and make copies of such books and records. Any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with Provider’s normal business operations.
14. Adherence to State and Federal Laws, Regulations. Provider agrees to comply with all applicable federal, state, and local laws related to Provider’s performance and obligations under this Agreement. Provider accepts full responsibility for payments of all retirement benefit contributions, unemployment compensation, insurance premiums, workers’ compensation premiums, all income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Provider in the performance of the requirements of this Agreement.
15. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
16. Forum and Venue. All actions regarding this Agreement shall be filed in a court of competent subject matter jurisdiction in Coshocton County, Ohio.
17. Entire Agreement. This Agreement, including its exhibits, appendices and any other documents referred to herein, constitute the complete understanding of the parties and merge and supersede all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. This is not intended

to modify the systemic responsibilities or authority delegated to the Parties within their organizations or under law and is not intended to override or amend any unrelated agreement the Parties may already have.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
19. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for an amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification for such changes. Should the parties consent to modify the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement. The amendment must be signed by both parties to be effective.
20. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
21. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Provider without the prior express written consent of the District.
22. Electronic Signatures. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives on the last day set forth below.

**MUSKINGUM VALLEY
HEALTH CENTER**

By: _____
[NAME]

Its: _____

Date: _____

Provide notices to:

[NAME]

[ADDRESS]

[EMAIL]

[FAX]

**COSHOCTON CSD
BOARD OF EDUCATION**

By: _____
Dr. Jere Butcher, President

Its: _____

Date: _____

Provide notices to:

Dr. Dave Hire, Superintendent

1207 Cambridge Road

Coshocton, OH 43812

Dave.hire@coshoctoncityschools.com

(740) 623-5803

Acknowledgement of receipt of fully executed provider agreement from the District:

**MUSKINGUM VALLEY EDUCATIONAL
SERVICE CENTER GOVERNING BOARD**

By: _____

Date: _____

EXHIBIT A

Description of Services