

## School Health Services Agreement

This School Health Services Agreement ("Agreement") is entered into effective as of the 1<sup>st</sup> day of September 2023, between Children's Hospital Medical Center of Akron ("Children's") and Mid-Ohio Educational Service Center ("School").

Whereas, School desires to enter into an arrangement with Children's whereby Children's will provide certain professional services to the School for its students;

Whereas, Children's employs or otherwise retains a School Based Social and Emotional Learning, Trauma, and Resiliency Coach who is qualified and trained to furnish certain professional services to School ("Provider") and is willing to make the Provider available to School.

Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

### Article I. Children's Obligations

**1.1 Services.** In exchange for the payments made to it by School pursuant to Section 2.1 Children's agrees to make Provider available to furnish the following services to School:

- Serve as an outside consultant for school buildings to provide ongoing training, specific classroom planning, and support for teachers and school administrators;
- Provide group professional development that will build staff understanding of the social and emotional needs of students and the evidence-based practices that can increase student engagement, reduce negative student behaviors, and improve staff satisfaction; and
- Develop close, confidential relationships and build capacity among teachers and administrators through regular individual and small group sessions that include identification of individual staff needs and goals, informal observations, incorporating evidence-based content and materials in the academic curriculum, and introducing and modeling practical classroom strategies

Services will be provided at the School at such location as agreed upon by the parties. Children's shall provide qualified staff to provide Services for the school year as follows:

Expense	Cost
School Based Social and Emotional Learning (SEL), Trauma, and Resiliency Coach	\$80,000

**1.2 Periodic Meetings.** The parties agree that representatives from School and Children's will meet from time to time to discuss the efficient administration of the Services provided hereunder.

**1.3 Children's Employees.** The parties understand and agree that the Provider shall be and will remain throughout the term of the Agreement Children's employee. As such, Children's will be solely responsible for the Provider's wages, Medicare, workers compensation, unemployment compensation and any other required deductions. Further, Children's shall have sole authority regarding the direction and discipline of the Provider and any benefits, and regarding all employment policies, procedures and practices.

**1.4 Compliance.** Children's shall ensure that Provider meets the School standards and policies and procedures applicable to the provision of Services.

## **Article II. School Obligations**

**2.1 Consideration.** School will pay Children's the amount of Seventy Thousand Dollars (\$70,000 ) (the "Fee") in exchange for Children's making Provider available to furnish the Services to the School. The parties each acknowledge and agree that the Fee is based on Children's cost to hire and maintain the Providers assigned to School, including Children's obligation to pay the Provider's salary, provide benefits, and maintain insurance coverage, which costs are incurred by Children's regardless of whether the School is operating. School acknowledges and agrees that the Fee shall be due and payable regardless of School closure or other Force Majeure Event (defined in Section 5.7 below).

Payment will be made in two equal installments, due on the first day of September and the first day of January in each applicable school year. For the 2023-2024 school year, School will pay Children's in two equal installments of thirty-five thousand dollars (\$40,000), due on September 1, 2023 and January 1, 2024. In the event Children's is unable to make Provider available on September 1, 2023, the first installment shall be prorated based on the date Children's makes Provider available to furnish the Services. On each yearly anniversary of this Agreement, the Fee will increase by three percent (3%). Invoices are due and payable upon receipt, net thirty (30) days.

**2.2 Services.** School shall provide all facilities, services, equipment, and supplies necessary for the provision of Services by Provider hereunder.

**2.3 No Hire Covenant.** School agrees that it shall not, during the term of this Agreement and for a period of eighteen (18) months following the termination of this Agreement for any reason, directly or indirectly hire, employ, retain or otherwise engage any Provider who at any time provide Services hereunder.

**2.4 Signage.** School agrees to permit Children's to post signage at the School stating that Services are furnished by Children's. School and Children's shall mutually agree on the location of the signage. Except as specifically provided herein, neither party shall use the name, trademark, or logo of the other party in any advertising, publicity, endorsement, or promotion unless the other party has provided prior written consent for the particular use contemplated.

## **Article III. Insurance**

Each party shall retain liability for, and shall provide for insurance against, acts and omissions related to the services provided by such party's employees and in addition, in the case of Children's, for any of the Providers or any party with whom they contract to provide services on behalf of such party. Each party may provide such liability insurance through a program of self-insurance in such amounts and under such terms as determined in the discretion of each party, but in no event shall such insurance coverage be less than One Million Dollars (\$1,000,000.00) per incident and Three Million Dollars (\$3,000,000.00) annual aggregate.

## **Article IV. Term and Termination**

**4.1 Term of Agreement.** The term of this Agreement shall be for one year commencing on September 1, 2023, and ending on August 31, 2024, and will automatically renew for consecutive one (1)

year terms unless either party provides notice of intent not to renew at least ninety (90) days in advance of the expiration of the then current term.

**4.2 Termination for Cause.** Either party may terminate this Agreement if the other party materially breaches this Agreement. Termination will be effective after alleged breaching party has received written notification from the non-breaching party describing such alleged breach in detail and the alleged breaching party has not cured such breach within thirty (30) days from the receipt of such notice.

**4.3 Termination without Cause.** Either party may terminate this Agreement without cause during the term of this Agreement by providing ninety (90) days advance written notice to the other party.

**4.4 Consequences of Termination.** Upon termination of this Agreement for any reason, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination and obligations that are expressly made to extend beyond the term of this Agreement, including, without limitation, the obligation of School to compensate Children's for Services provided through the date of termination in accordance with Section 2.1.

## **Article V. Miscellaneous**

**5.1 Amendments.** This Agreement may not be amended except by a written amendment executed by both of the parties hereto.

**5.2 Entire Agreement.** There are no other agreements or understanding, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement.

**5.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**5.4 Severability.** Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is rendered illegal, invalid or unenforceable by a federal or state law, rule or regulation, or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

**5.5 Headings.** Headings are used herein solely for the convenience of the parties and are not part of this Agreement.

**5.6 Waiver of Breach.** The waiver by a party of a breach of or default under any term or provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or default under the same or any other term or provision of this Agreement by that party.

**5.7 Force Majeure.** Neither party shall be liable to the other party for any failure or delay in performance of its respective obligations (other than a payment obligation) under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, war, civil or military disturbances, riots, acts or threats

of terrorism, sabotage, strikes, labor disputes, plagues, epidemics, pandemics, outbreaks of disease, or any other public health crisis or emergency, including quarantine, lockdown, or other employee restrictions, or any other event or cause, whether similar or dissimilar to any of the foregoing and whether such event or cause existed on and continued after the Effective Date or arose after the Effective Date (each of the foregoing, a "Force Majeure Event"); provided, however, that in the event of such a failure or delay, the affected party or parties shall use its or their reasonable efforts to ameliorate the effects of any such failure or delay, provided further, however, that School (i) acknowledges and agrees that Children's has the right, in its sole discretion, to allocate its resources for nursing services as Children's deems necessary in response to such Force Majeure Events, and (ii) agrees to comply with any policies, procedures, restrictions, or guidelines, Children's may implement in response to such Force Majeure Events.

**5.8 No Third Party Beneficiaries.** None of the provisions of this Agreement are for the benefit of or are enforceable by any third party.

**5.9 Student Health Records.** All student health records shall be the sole and exclusive property of School, subject to any access and copying rights as provided by law. Children's may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. To the extent that Children's has access to education records under this Agreement, it is deemed a school official, as each of these terms are defined under FERPA. Children's will have reasonable access to such books, records and other materials and information as necessary to perform Services under this Agreement, develop qualitative and quantitative measures to evaluate the Services, and for other lawful purposes both during and after the term of this Agreement. School will retain all books, records and other materials developed and maintained hereunder for the time periods required by applicable law and generally accepted record keeping practices. School and Children's shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical and education records.

**5.10 Anti-discrimination Clause.** Acceptance of this Agreement is evidence of each party's intent to comply with Title VI-VII of the 1964 Civil Rights Act, Section 504 of the Rehabilitation Act and all similar laws which prohibit discrimination because of race, color, national origin, disability, age, sex, religion, and political affiliation in any fact of a party's operation except where such discrimination is a bona fide, documented business necessity.

**5.11 Compliance with Section 952 of Omnibus Budget Reconciliation Act of 1980.** To the extent applicable, until the expiration of four years after the furnishing of services pursuant to this Agreement, Children's shall make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, the agreements and books, documents, and records of Children's that are necessary to verify the nature and extent of the cost of providing such services. To the extent Children's carries out any of its duties through a subcontract with a related organization with a value of \$10,000 or more over a twelve (12) month period, the subcontract shall contain a comparable clause requiring the related organization to provide access to its books, documents and records.

**5.12 Privacy of Protected Health Information.** In performing its obligations under this Agreement, each party will comply, and will cause its affiliates, employees and agents to comply, with the

requirements of all applicable laws, rules and regulations that pertain to the confidentiality of patient information. Without limiting the foregoing, each party agrees to timely comply with the Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time. Each party will take such actions as are reasonably requested by the other party to achieve HIPAA compliance relative to this Agreement.

**5.13 Excluded Entities.** Each party represents and warrants that it, and any individual providing services on its behalf hereunder, is not currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program (as defined under 42 USC §1320a-7b(f), and hereinafter referred to as “Federal Health Care Program”). No party shall employ, contract with, or otherwise use items from, or the services of, any individual or entity whom it knows or should have known, (i) has been convicted of a criminal offense related to healthcare (unless the individual has been reinstated to participation in Medicare and all other Federal Health Care Programs after being excluded because of the conviction), or (ii) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program. Each party shall indemnify, defend and hold the other harmless from any liability whatsoever, including, without limitation, any monetary penalties, resulting from the indemnifying party’s breach of any representation, warranty or covenant made by it pursuant to this Section.

In Witness Whereof, School and Children’s have caused this Agreement to be executed effective as of September 1, 2023.

**Children’s Hospital Medical Center of Akron**

By: \_\_\_\_\_  
Brian Dinger

Title: Vice President, Primary Care Services and School Health

Date: \_\_\_\_\_

**School: Mid-Ohio Educational Service Center**

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

Title:

Date: \_\_\_\_\_