

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the 12th day of September, 2017 ("Effective Date") by and between The Cleveland Clinic Foundation ("CCF"), an Ohio nonprofit corporation with its principal place of business at 9500 Euclid Avenue, Cleveland, Ohio 44195, and Lakewood City School District Board of Education ("School District"), an Ohio public school district with its principal offices located at 1470 Warren Road, Lakewood, Ohio 44107. CCF and School District shall also be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, CCF has as part of its charitable mission to provide patient care and improve the health of its community; and

WHEREAS, CCF and School District both have an interest in the health and wellbeing of the community, including School District students and employees; and

WHEREAS, CCF and School District both seek to ensure School District students, School District employees, and certain established CCF patients have access to patient care.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to create a framework through which CCF may provide on-site primary health care services to students enrolled in the School District ("Students"), employees of the School District ("School District Employees") (Students and School District Employees shall be collectively referred to herein as "District Patients"), and established CCF behavioral health patients ages nineteen (19) years old and younger in a designated space on School District property at Lakewood High School, located at 14100 Franklin Boulevard, Lakewood, Ohio 44107 ("Site") and in accordance with this MOU. On or prior to June 1, 2018, the Parties agree to assess the scope of CCF's use of the Site.
2. Schedule and Location(s) of Services. CCF may render primary health care services as described in Appendix A ("Services"), attached hereto and incorporated herein. The CCF clinic shall be located at Site and available to provide Services to District Patients on a schedule as mutually agreed upon by the Parties, during the term of this MOU.
3. Delivery Model.
 - a. Phase 1 - Assessment: An assessment of the health needs of Students will be conducted prior to the initiation of Services to the School District. This assessment phase can include, but is not limited to, interviews with principal(s) and teachers, nurses, psychologists, occupational therapists, physical therapists, speech-language pathologists, and other School District personnel, with the approval of the Lakewood High School Principal, which shall not be unreasonably withheld; surveys sent from the School District to Students and families; and direct observation. The assessment phase is intended to understand the medical, mental

health, wellness, and health literacy needs of Students and identify the known barriers to accessing existing care through family health centers, main campus or other clinic resources. This information will be shared with School District and school leadership as the basis for proposed Services and model of delivery of services for Students within that school.

- b. Phase 2 - Pilot: For Services that are new for the School District, there will be a pilot phase of one (1) academic school year to verify necessity of the Services; address operational issues; establish enrollment, consent, and ability to bill for services rendered; and ensure that sufficient operational data is available to establish a case for sustainability. CCF will work with School District leadership and nurses to educate School district personnel, Students, and Students' parents/legal guardians on the available program/services; obtain Students' parental/legal guardian consent/authorization or if Student has reached the age of majority and his/her parent does not have legal guardianship, consent/authorization will be obtained from Student; establish a mechanism for referral to the clinic; develop a system for scheduling clinic visits for District Patients, including during Students' class time as needed; communicate to Students' parent/legal guardian when needed; and, at CCF's discretion, communicate with the School District's Director of Student Services pursuant to a valid authorization signed by the District Patient or Student's parent or legal guardian, or by Student if he/she has reached the age of majority and his/her parent does not have legal guardianship. CCF and School District will establish a mutually agreed upon schedule for providing the Services.
- c. Phase 3 - Implementation: Following the Pilot Phase, a review of outcomes will take place at which time the Parties can mutually agree to continue, add, or eliminate Services, and/or modify hours of operation. Termination of Services shall occur pursuant to Section 8 of this MOU. If both Parties agree to a defined list of Services, then the CCF Services will continue as defined.

4. CCF's Services and Obligations.

- A. Medical Staff. CCF shall provide, in CCF's sole discretion, any combination of a medical doctor, CCF family medicine or pediatrics medical resident, CCF sports medicine fellow, or nurse practitioner who may provide any or all of the Services. School District shall not exercise control or supervision over the medical judgment of any provider.
- B. Medical, NP, and PA Students. CCF may place M.D. or D.O. medical students, nurse practitioner students, and/or physician assistant students in the On-Site Clinic to assist with the Services and/or certain defined programs, as permitted by law and applicable rules and/or regulations and pursuant to CCF's supervision.
- C. Background Checks. CCF shall conduct background checks per its standard procedure on all CCF employees and/or workers performing Services under this

MOU. In addition, CCF shall cause by request BCI and FBI background checks to be performed at least every five (5) years on all CCF employees and/or workers who, as part of the Services pursuant to this MOU, work directly with Students on a regular basis or who have unsupervised access to Students. Such checks shall also be caused to be performed by CCF for any newly assigned CCF employees and/or workers who as part of the Services pursuant to this MOU, work directly with Students on a regular basis or who have unsupervised access to Students; such check shall be done upon their assignment to School District or shortly thereafter and every five (5) years thereafter. CCF agrees that, if the background investigations set forth above reveal that a CCF employee and/or worker who works directly with Students on a regular basis or who has unsupervised access to Students has been convicted of or pleaded guilty to any of the crimes listed or referenced in Ohio Revised Code § 3319.39(B), CCF will not assign such individual to work directly, or will remove such individual from working directly, with Students as part of the Services pursuant to this MOU.

- D. Patient Registration Materials. CCF shall not provide Services to a District Patient until the District Patient completes the registration materials as required by CCF. CCF shall not provide Services to a Student until it receives the School-Based Healthcare Enrollment Packet developed by CCF, including a signed valid consent to treat form, completed and signed by the Student's parent or legal guardian or if the Student has reached the age of majority and his/her parent does not have legal guardianship, completed and signed by the Student. CCF reserves the right to decline and/or discontinue providing the Services altogether or to any particular individual, for any reason, in its sole discretion, in accordance with the law, including, but not limited to, for reasons relating to safety and/or non-compliance. If CCF declines and/or discontinues Services, it shall notify the School District within a reasonable time period, so that the School District does not schedule additional Service appointments for that particular District Patient.
- E. Medical Waste. CCF shall be responsible for arranging for disposal of all Medical Waste in accordance with all applicable laws. For purposes of this Paragraph 4(D), "Medical Waste" shall include the following: any potentially infectious materials; blood and other body fluids in any form (including, without limitation, lab specimens); any material contaminated by potentially infectious materials or by blood or other body fluids; needles and syringes, gloves and linen; uniforms or laundry; and cleaning equipment or materials used to clean any of the foregoing.
- F. Security of Records and Medication. CCF shall be responsible for securely storing all records and medication maintained in the On-Site Clinic.
- G. Telephone Service. CCF shall provide for its own telephone system and installation. Notwithstanding the foregoing, School District shall provide cabling that extends existing telephone lines into the On-Site Clinic.

5. Compensation/Payment. Each Party shall be responsible for its own expenses to undertake its responsibilities under this MOU. CCF may bill the District Patient, the appropriate governmental payor, and/or third party payors directly for Services provided by CCF hereunder. CCF will perform insurance verification for each District Patient and will complete the financial clearance process, as appropriate. CCF may offer assistance to District Patients, or parents/legal guardians, as appropriate, to enroll District Patients in an appropriate insurance program or other appropriate financial assistance program per CCF practices. If School District receives funding for the type of services hereunder, School District shall notify CCF and the parties shall negotiate a written amendment to this Agreement to reflect compensation, if any, between the Parties.

6. School District's Services and Obligations.

All CCF On-Site Clinic operations will be liaised with a School District contact as identified by the School District, in addition to the School District nurse for matters related to clinical care. School District personnel will be the liaison between a school's regular clinic, parents/legal guardians, and the classroom.

- A. School District shall provide CCF with a location in a safe environment with adequate and appropriate space to provide Services at the Site as further detailed in Appendix B ("On-Site Clinic"). CCF may also use the On-Site Clinic to provide certain services to established CCF behavioral health patients aged nineteen (19) years old and younger at CCF's sole discretion. Such location shall be equipped with the appropriate equipment and supplies as needed by CCF to provide Services at On-Site Clinic. The On-Site Clinic will only be accessible to CCF providers, staff, and contractors providing services related to this MOU, and will have its own entrance separate from the general Site entrance.

- B. Scheduling.

- a. Students. The School District Nurse shall work with the Student's parent, where necessary based on the Student's age or guardianship status, to schedule a CCF On-Site Clinic appointment when needed. Such appointments can only be scheduled after the School District receives its authorization for the release of Student information and CCF receives the School-Based Healthcare Enrollment Packet, including a signed valid consent to treat form, completed and signed by the Student's parent or legal guardian or if the Student has reached the age of majority and his/her parent does not have legal guardianship, completed and signed by the Student. The Parties shall mutually explore whether a process can be developed whereby a Student's parent (or Student, if he or she has reached the age of majority and his/her parent does not have legal guardianship) can schedule Services at the On-Site Clinic directly through CCF.
- b. School District Employees. School District Employees shall call the CCF On-Site Clinic directly to schedule an appointment and will indicate they are a School District employee. Upon check-in for the appointment, School District Employees will provide School District employee identification and

will complete and sign registration materials as required by CCF. CCF may accept walk-in appointments with School District Employees as the schedules and staffing permit.

- C. Provide Access to Students. School District, with CCF input and assistance, shall inform parents of CCF's presence and availability in the school. School District shall allow Students to leave their classrooms to seek services from the CCF On-Site Clinic, but only after School District receives its authorization for the release of Student information and CCF receives the School-Based Healthcare Enrollment Packet provided by CCF, including all signed valid consent forms, completed and signed by the Student's parent or legal guardian or if the Student has reached the age of majority and his/her parent does not have legal guardianship, completed and signed by the Student.
- D. Provide Access to Facilities. School District will make its premises and appropriate physical facilities available to the CCF staff during agreed upon times in order to conduct programs in an accessible, comfortable and quiet environment that allows appropriate confidentiality for District Patients.
- E. Provide Access to Select Equipment and Services.
 - a. School District shall provide three (3) reserved parking spots for CCF staff, vendors or contractors, patients, and patients' parents/legal guardians. Such parking spots shall be available at the Site and in close proximity to the On-Site Clinic. CCF staff, vendors or contractors, patients, and patients' parents/legal guardians may utilize other parking spots at Site as available.
 - b. School District Nurses will provide Student demographics or information defined as Student information to CCF staff as needed and to the extent permitted by law, including, but not limited to, schedule, attendance, home address, parent/guardian information, summary of clinical School District services rendered, and immunization records.
 - c. In connection with this MOU, School District shall provide the On-Site Clinic with access to School District's standard utility and related services (including, but not limited to, electricity, natural gas, water, and sewer) and a generator in the event that a power outage occurs. School District shall be responsible for the cost of such utility and related services and generator services used by CCF. School District agrees to provide immediate notice to CCF in the event of a power outage at Site pursuant to a process mutually agreed upon by the Parties.
 - d. School District shall provide secure access to School District's wireless internet for CCF staff who are working remotely at Site.
 - e. School District shall be responsible for providing, installing, and maintaining a security system and services with swipe access for CCF's staff and workers only, and School District shall be responsible for the cost of such equipment, installation, maintenance, and services. Notwithstanding the foregoing, School District's building security staff assigned to Site and the Lakewood High School Principal shall have access to the On-Site Clinic as authorized by CCF for emergency purposes only.

Upon request by CCF, School District shall provide CCF with access to security camera footage relating to On-Site Clinic, if available, and swipe access reports for the On-Site Clinic.

7. Health Issue Determination. For all emergent medical concerns or issues, School District and/or School District staff shall follow School District's emergency protocol for District Patients. Emergent medical concerns or issues may include, but are not limited to, bone fractures, lacerations or other conditions requiring suturing, treatment for anaphylactic reactions, stroke, and heart attack. For Students, all acute issues must first be seen by the School District Nurse who will then determine if a CCF Services visit would be beneficial to the Student. In such cases where a visit is determined to be beneficial and the issue is not emergent, the School District Nurse shall work with the Student's parent, when necessary based on the Student's age or guardianship status, to schedule an appointment with the CCF On-Site Clinic. Such appointments can only be scheduled after the School District receives its authorization for the release of Student information and CCF receives the School-Based Healthcare Enrollment Packet, including a signed valid consent to treat form, completed and signed by the District Patient or Student's parent or legal guardian or if the Student has reached the age of majority and his/her parent does not have legal guardianship, completed and signed by the Student. For treatment of non-emergent health problems as outlined in Appendix A, Section B, School District Employees will call the On-Site Clinic directly to schedule an appointment and any release of School District Employee health information will be directly between the School District Employee and CCF.
8. Term and Termination.
 - a. Term. This MOU shall commence as of the Effective Date and shall continue in full force and effect for three (3) years, unless terminated sooner as provided herein.
 - b. Termination for Cause. Either Party may terminate this MOU if the other Party materially breaches this Agreement by providing written notice of such breach. The non-breaching Party shall notify the breaching Party in writing of the specific nature of the breach. If the breaching Party fails to cure the breach within thirty (30) days of such notice, then the non-breaching Party may immediately terminate this MOU.
 - c. Termination at Will. Either Party may terminate this MOU at any time for any reason upon forty-five (45) days' prior written notice to the other Party.
 - d. Notice to Patients of Termination. In the event this MOU is terminated, CCF shall provide advance notice to all District Patients or parents/legal guardians, as appropriate, that On-Site Clinic appointments scheduled to occur after the date of termination have been canceled.
9. Compliance with Laws. The Parties agree to comply with all applicable laws, rules, and regulations, as they may be amended from time to time, including, but not limited to, (i) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and the related safe harbor

regulations; (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. § 1395nn); (iii) applicable federal and State laws with respect to patient privacy; and (iv) solely with respect to this MOU and the Services provided hereunder, applicable federal and State laws with respect to personally identifiable Student information and/or public records. Accordingly, no part of any terms hereunder is a prohibited payment or remuneration for the recommending or arranging for the referral of business or the ordering of items or services, nor is this arrangement intended to induce illegal referrals of business. Each Party shall be responsible for obtaining all licenses, permits and approvals, if any, which are necessary for the performance of its duties hereunder.

10. Compliance-Related Changes. The Parties recognize that the law and regulations may change or may be clarified, and that terms of this MOU may need to be revised, on advice of counsel, in order to remain in compliance with such changes or clarifications, and the Parties agree to negotiate in good faith revisions to the term or terms that cause the potential or actual violation or noncompliance. In the event the Parties are unable to agree to new or modified terms as required to bring the entire MOU into compliance, either Party may terminate this MOU on thirty (30) days’ prior written notice to the other Party, or earlier if necessary to prevent noncompliance with a governmental deadline or effective date.

11. Liability; Insurance.

- a. Each Party to this MOU shall be responsible for its own acts, omissions, negligence, intentional wrongdoing, or breach of any obligations under this MOU by or through itself or its agents, employees, representatives, and contracted servants.
- b. Each Party shall maintain insurance for professional liability and comprehensive general liability coverage of its agents, employees, representatives, and contracted servants in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Upon request, each Party shall provide the other Party with documents or certificates of insurance evidencing the coverage required under this Section 11. Such liability policies shall not be canceled, reduced, or adversely modified without providing at least sixty (60) days’ prior written notice to the other Party.

12. Medical Records. All District Patients receiving care under this MOU will be treated as a CCF patient. CCF shall create and maintain custody of appropriate medical records, utilizing its electronic medical records system, for each District Patient receiving services by CCF, in accordance with all applicable legal requirements. Any record created and maintained solely by CCF shall be considered to be a medical record and shall not be considered an “education record” as that term is defined by the Family Educational Rights and Privacy Act (“FERPA”). CCF shall not disclose Protected Health Information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (“HIPAA”), unless CCF receives prior, written authorization of the District Patient or parent/legal guardian in compliance with all applicable laws and regulations or if the disclosure is otherwise required or permitted by law or regulation. If, during the operation of the On-Site Clinic, CCF receives

personally identifiable records related to any Student receiving Services pursuant to this MOU, CCF shall treat such information as PHI in compliance with HIPAA.

13. Confidential Information. During the term of this MOU, School District may learn certain confidential information about CCF's business and/or operations. School District agrees that it will keep all such information strictly confidential, that it will not use such information for any purpose other than to perform its obligations hereunder, and that it will not resell, transfer, or otherwise disclose such information to any third party without CCF's specific, prior written consent. This section shall survive termination of the MOU.
14. HIPAA. The Parties shall comply with all applicable federal, state and local laws and regulations and lawful court orders with regard to the disclosure and use of a District Patient's health information, including, but not limited to, HIPAA and all other applicable federal and state privacy laws. This section shall survive termination of the MOU.
15. Applicable Law. This MOU shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. The Parties agree that any litigation arising out of this MOU shall be subject to the exclusive jurisdiction of the local, state, or federal courts in Cuyahoga County, Ohio.
16. Independent Contractor Status. Each Party is a separate and independent institution, and this MOU shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each Party understands and agrees that the agents or employees of each respective Party are not employees or agents of the other Party. CCF shall be the sole employer of the CCF employees providing Services hereunder such that it will be responsible for the supervision, direction, and control of such CCF employees. CCF shall have the duty and sole right to determine the salary and benefits to be provided to such CCF employees. CCF shall further be responsible for providing Workers' Compensation coverage and the collection, reporting, and payment of applicable federal, state, and local payroll taxes with respect to such CCF employees under this MOU.
17. Access to Records. If Section 952 of the Omnibus Reconciliation Act of 1980, which amended Section 1861(v)(1) of the Social Security Act, and the regulations promulgated thereunder, applies to this MOU, each Party will make available to the Secretary of Health and Human Services, and to the Comptroller General of the United States upon written request, such books, documents and records necessary to verify the nature and extent of the costs of the services provided hereunder. Access will be granted until the expiration of four (4) years after the furnishing of services hereunder. Access will also be granted to any books, documents or records related to this MOU between a Party and organizations that performed services related to this MOU, but only on an as-needed basis.
18. Debarment. School District hereby represents and warrants to the best of its present information and knowledge neither it nor any officer, director, member, manager, employee, or contractor of School District has been debarred, excluded, suspended, or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarred" or "Debarment"). CCF reserves the right, in its sole discretion, to terminate this MOU immediately without further obligation in the event that School District or any of its officers, directors, members, managers, or employees is debarred.

Accordingly, School District shall provide CCF with immediate notice if during the term of this MOU, School District or any of its officers, directors, members, managers, employees, or contractors (i) receives notice of action or threat of action with respect to its Debarment; (ii) becomes Debarred; or (iii) receives information or knowledge that School District or any of its officers, directors, members, managers, employees, or contractors is Debarred.

19. Third Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any party other than CCF and School District.
20. Assignment. Neither Party may assign this MOU or any rights under this MOU without the written consent of the other Party, which consent may be withheld in the discretion of the other Party.
21. Notices. All notices required or authorized by this MOU shall be in writing and shall be deemed effectively given on the earlier of (i) the day personally delivered, (ii) three (3) business days next following the day when deposited in the United States mail, mailed by prepaid certified mail, return receipt requested, or (iii) the next business day following deposit with an overnight courier. Any notices under this MOU shall be sent to the respective Parties at the addresses listed below.

If to School District:

Lakewood City School District
1470 Warren Road
Lakewood, Ohio 44107
Attn: Director of Student Services

If to CCF:

The Cleveland Clinic Foundation
9500 Euclid Avenue
Cleveland, Ohio 44195
Attn: Administrator, Community Pediatrics

With a Copy to:

The Cleveland Clinic Foundation
Law Department
3050 Science Park Drive, AC321
Beachwood, Ohio 44122

22. Tax Exempt Status. The Parties recognize that CCF is a non-profit, tax-exempt organization and agree that all actions taken under this MOU will take into account and be consistent with CCF's tax-exempt status.

23. Use of Name.

- a. Except as required for purposes of performing its obligations under this MOU, School District shall not use the name, logo, likeness, trademarks, image or other intellectual property of CCF, including any other entities within the Cleveland

Clinic Health System, for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of CCF as to each such use.

- b. Except as required for purposes of performing its obligations under this MOU, CCF shall not use the name, logo, likeness, trademarks, image or other intellectual property of School District for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of School District as to each such use.
24. Waiver. Any waiver by any Party of any act, failure to act, or breach on the part of the other Party shall not constitute a waiver of any prior or subsequent act, failure to act, or breach by such other Party.
25. General. In the event that any provision of this MOU is held to be invalid or unenforceable for any reason, the remaining provisions of this MOU shall remain in full force and effect. Any amendment to this MOU must be in writing and must be signed by both Parties. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this MOU.
26. Entire Agreement; Integration. This MOU and the Appendices contained herein constitute the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements, understandings, negotiations and warranties, representations, and/or agreements between the Parties in connection with the subject matter hereof, except as specifically set forth and referred to herein. Other documents referred to in this MOU are an integral part hereof and by this reference are incorporated herein.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives:

THE CLEVELAND CLINIC FOUNDATION

By: _____

Title: _____

Date: _____

LAKEWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE: 8/11/2017 CMSI #: CW2555671
BY: T. Pierce

APPENDIX A

Services

The Services provided to District Patients may be provided by CCF by remote telehealth technology at CCF's discretion.

A. Services for School District Students:

1. The Parties recognize that certain contingencies (e.g., standardized testing) may require that Students not receive Services as provided in the agreed-upon schedule, so as not to disrupt their academic day. The School District shall provide CCF with 30 days' prior written notice of such days and no appointments for Services shall be scheduled on such days.
2. CCF may provide Services to Students to treat any or all of the following common health problems:
 - a. Cold and flu symptoms
 - b. Conjunctivitis
 - c. Ear and throat infections
 - d. Minor bumps and cuts
 - e. Seasonal allergies
 - f. Skin rashes
 - g. Simple sprains and strains
 - h. Sinus infections
 - i. Urinary tract infections
 - j. Upper respiratory tract infections
 - k. Tests and services to include, but not limited to, the following:
 - i. School, sports, and camp physical exams
 - ii. Immunizations
 - iii. Lab tests, as appropriate
 - iv. Prescriptions
 - v. Behavioral health screenings
 - vi. Evaluation and education on various health-related topics such as acne, menstrual, and weight problems
 - vii. Parent and Student education
 - viii. Pregnancy testing
 - ix. Adolescent sexual health screenings and management
 - x. Evening/After-hours nurse triage and advice via 24-hour on-call family medicine provider coverage service
3. **Operations.** CCF will utilize existing CCF administrative and clinical support staff for the following:
 - a. Primary interface with school(s): All communications between CCF and the particular School District Nurse/School District administration will be managed by CCF administrative and clinical support staff.
 - b. CCF-parent interfacing: For Students who have not reached the age of majority, or for adult Students whose parents have legal guardianship, communication for pre-appointment conversations or follow-up with the Student in the clinic may require

communication with the parent/legal guardian. CCF administrative and clinical support staff may contact the parent/legal guardian to ensure pre-appointment conversations or follow-up with the parent/legal guardian on care instructions at CCF.

- c. Obtaining consent: CCF administrative and clinical support staff will work with the school and School District Nurse to complete a standard Enrollment Packet that will be given by the School District to all Student families. A complete list of Students with parental/legal guardian consent for the School District to release Student information, or if the Student has reached the age of majority and his/her parent(s) does not have legal guardianship, such consent from the Student, will be given to the CCF administrative and clinical support staff and only Students that have submitted a completed Enrollment Packet, including the appropriate CCF consent documents, to CCF shall access the Services provided specifically pursuant to this MOU.
- d. Referral: If a Student requires a chronic/follow-up appointment, CCF administrative and clinical support staff will assist the School District Nurse with appointment scheduling in order to provide appropriate care while not impacting the Student's core class time.
- e. Release of information: CCF administrative and clinical support staff will coordinate the release of information about a Student's health information, including his/her basic medical condition or medicine lists/instructions, to the School District Nurse pursuant to a valid authorization signed by the Student's parent or legal guardian, or if the Student has reached the age of majority and his/her parent does not have legal guardianship, signed by the Student.
- f. Parental Communication: The CCF administrative and clinical support staff will oversee communication between CCF and parents or legal guardians. For all Students, a parent or legal guardian is recommended to be in attendance or on a conference call for visits, but is not required once an Enrollment Packet including consent is completed and received by CCF.
- g. Coordination of providers: The CCF administrative and clinical support staff will communicate with the School District's Director of Student Services who supervises the School District Nurse and/or school psychologist, about all health concerns as appropriate in CCF's sole discretion and in accordance with all applicable laws and applicable authorization(s) signed by the Student's parent or legal guardian or if the Student has reached the age of majority and his/her parent does not have legal guardianship, signed by the Student. When needed, protected health information as defined by the Health Insurance Portability and Accountability Act, as amended, as well as its implementing regulations ("HIPAA"), may be shared in accordance with a valid written authorization from the parent/legal guardian of the Student, or if the Student has reached the age of majority and his/her parent does not have legal guardianship, a valid written authorization from the Student. In addition, the CCF administrative and clinical support staff will have access to the Student's full Cleveland Clinic medical record to coordinate providers, care and follow-up. The CCF administrative and clinical support staff will be the CCF liaison for all School District Students when School District Nurses request follow up or information on a CCF patient. Likewise, the School District nurse and/or psychologist will communicate with the CCF

administrative and clinical support staff about all health concerns as appropriate in the School District's sole discretion and in accordance with all applicable laws and applicable authorization(s) signed by the Student's parent or legal guardian or if the Student has reached the age of majority and his/her parent does not have legal guardianship, signed by the Student. When needed in the School District's discretion, protected personally identifiable Student information as defined by FERPA and Ohio Revised Code 3319.321, may be shared in accordance with a valid written authorization from the parent/legal guardian of the Student, or if the Student has reached the age of majority and his/her parent does not have legal guardianship, a valid written authorization from the Student.

B. Acute Care Services for School District Employees:

1. CCF may provide Services to School District Employees to treat any or all of the following common health problems:
 - a. Cold and flu symptoms
 - b. Conjunctivitis
 - c. Ear and throat infections
 - d. Minor bumps and cuts
 - e. Seasonal allergies
 - f. Skin rashes
 - g. Simple sprains and strains
 - h. Sinus infections
 - i. Urinary tract infections
 - j. Upper respiratory tract infections
 - k. Employee physical exams
 - l. Immunizations
 - m. Lab tests, as appropriate
 - n. Prescriptions
 - o. Evaluation and education on various health-related topics
 - p. Evening/After-hours nurse triage and advice via 24-hour on-call family medicine provider coverage service
2. **Operations:** CCF will utilize existing CCF administrative and clinical support staff for the following:
 - a. Primary interface with school(s): All communications between CCF and the particular School District administration will be managed by CCF administrative and clinical support staff.
 - b. Obtaining consent: CCF administrative and clinical support staff will work with the School District Employee to complete registration materials as required by CCF. Only School District Employees that have provided the required registration materials to CCF shall access the Services provided specifically pursuant to this MOU.
 - c. Referral: If a School District Employee requires a chronic/follow-up appointment, CCF administrative and clinical support staff will assist the employee with the scheduling of that appointment.

- d. Release of information: Any disclosures of School District Employee protected health information by CCF administrative and clinical support will occur pursuant to applicable laws, rules, and regulations, including, but not limited to, HIPAA and all other applicable federal and state privacy laws.
- e. Coordination of providers: The CCF administrative and clinical support staff may disclose protected health information in accordance with HIPAA or a valid written authorization from School District Employee. In addition, the CCF administrative and clinical support staff will have access to the School District Employee's full Cleveland Clinic medical record to coordinate providers, care and follow-up.

C. Services Not Included:

A non-exhaustive list of examples of services that are not included as part of the Services for District Patients are:

- a. Hospitalization
- b. X-rays
- c. Non-routine lab tests
- d. Vision care
- e. Conception counseling, and maternity and prenatal care
- f. Treatment and/or care for emergent medical concerns or issues

APPENDIX B

License Agreement

A. School District agrees as follows:

For One Dollar (\$1.00) per year and other good and valuable consideration, the receipt of which is hereby acknowledged, School District hereby grants CCF the right to license an approximately 1300 square foot area on the first floor of the Lakewood High School located at 14100 Franklin Boulevard, Suite 1, Lakewood, Ohio 44107, as depicted on Appendix C, attached hereto and made a part hereof (the "Licensed Area") for the purpose of providing health services to Students, School District Employees, and established CCF behavioral health patients aged nineteen (19) years old and younger during such days and hours each week as may be determined by agreement of the Parties during the term of this MOU, all of which shall be determined by mutual agreement of the parties.

B. CCF agrees as follows:

1. To provide to School District as follows: (a) a Certificate of Liability Insurance as evidence that it has for the entire term of the License comprehensive general liability insurance for bodily injury and property damage, combined in a minimum amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate.
2. To accept the Licensed Area in its "as is" condition without any express or implied warranty by School District or its agent or representatives concerning any matter relating to the Licensed Area.
3. To be responsible for arranging for the performance of all ordinary and routine janitorial services for the Licensed Area.
4. To operate in accordance with all applicable laws, rules, ordinances, and regulations of any federal, state, local, or other governmental authority and in accordance with the rules and regulations applicable to the Licensed Area and the premises of the property listed on Appendix C.
5. Not to injure, damage or deface said Licensed Area and/or the premises of the property listed on Appendix C in any manner. To properly dispose of all garbage and leave the Licensed Area in the same condition as existed prior to the commencement of this License.
6. To use the Licensed Area solely for health and wellness and related services.

C. School District agrees as follows:

1. To provide to CCF as follows: (a) a Certificate of Liability Insurance as evidence that it has for the entire term of the License comprehensive general liability insurance for bodily injury and property damage, combined in a minimum amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate. **School District agrees to have the CCF named as additional insured.**
2. To operate in accordance with all applicable laws, rules, ordinances, and regulations of any federal, state, local, or other governmental

authority and in accordance with the rules and regulations applicable to the Licensed Area and the premises of the property listed on Appendix C.

3. At the School District's sole expense, to (a) provide facility management of the Licensed Area, including but not limited to, repairs to School District-owned property in the Licensed Area and basic maintenance requests (i.e., minor repairs, light bulb replacement, wall hangings), and (b) make repairs necessary to maintain the common areas, roof, structural portions, and general exterior of the Licensed Area in good condition and repair.
4. That CCF shall have full use of the Licensed Area and the premises of the property listed on Appendix C.
5. That CCF is not required to staff Licensed Area during the Term.
6. That School District has the full power and authority to grant this License.

D. Additional Conditions

1. If any government approvals, licenses or permits are required in connection with CCF's occupancy and use of said Licensed Area, then CCF shall be responsible for obtaining such approvals, licenses and permits at CCF's sole cost and expense. Copies of any and all required permits, licenses and approvals shall be provided immediately to School District upon request.
2. Termination of this License shall be subject and pursuant to Section 8 of the MOU. Notwithstanding the foregoing, CCF's right to use the Licensed Area shall commence on the Effective Date of the MOU and shall expire thirty (30) days after termination or expiration of the MOU in order to provide sufficient time for CCF to remove equipment and other items in the Licensed Area.
3. CCF shall not assign the License and shall not sublicense the Licensed Area or any part thereof or any right or privilege appurtenant thereto, without the prior written consent of School District, which consent may be granted or withheld by School District in its sole discretion. Any such assignment or sublicense without the prior written consent of School District shall be void and have no force or effect.
4. An authorized representative of each party shall execute this License and all notices given by such party hereunder. CCF represents and warrants that the individual(s) executing this License is authorized to bind CCF to the rights, obligations, conditions and terms set forth in this License. School District represents and warrants that the individual(s) executing this License is authorized to bind School District to the rights, obligations, conditions and terms set forth in this License.
5. Except for the parties attorneys, accountants and financial advisors, neither party shall disclose to any third party the terms or conditions of this License without the express written consent of the other

party. If either School District or CCF discloses the terms or conditions of this License to any permitted third party, it shall cause such third party to abide by the confidentiality provision hereof. In the event of a breach of this provision, the disclosing party shall be responsible to the other party for any damages resulting from such breach. Notwithstanding the foregoing, in the event of a disclosure related to this MOU by School District as required by Ohio Public Record law or by CCF pursuant to a lawful obligation, the disclosing party shall provide to the other party notice of the disclosure and the information to be disclosed.

6. All terms and conditions of this License shall terminate upon expiration or termination of this License.

APPENDIX C
School District's Property

14100 Franklin Boulevard, Suite 1, Lakewood, Ohio 44107

