

**SERVICES AGREEMENT**

between  
**M.E.D.F. PHYSICIANS CORPORATION D/B/A MERCER HEALTH MEDICAL  
GROUP**  
and  
**SCHOOL**

***THIS SERVICES AGREEMENT*** is entered into and made effective on **August 1, 2021** (“Effective Date”) by and between **M.E.D.F. Physicians Corporation d/b/a Mercer Health Medical Group** (“CORPORATION”) an Ohio medical corporation whose mailing address is 830 West Main Street, Coldwater, OH 45828 and Celina City School District Board of Education (“SCHOOL”), a school whose mailing address is 585 E. Livingston St., Celina, Ohio 45822, collectively hereinafter the parties.

**RECITALS**

**WHEREAS**, SCHOOL operates a career and technical school in Celina, Ohio which, from time-to-time, needs telehealth services for its student and staff population; and

**WHEREAS**, CORPORATION has qualified staff and the ability and willingness to provide such services on an as-needed basis; and

**WHEREAS**, both parties desire to enter into a written agreement to have their rights, obligations, and duties specified herein;

**NOW, THEREFORE**, in consideration of the mutual promises, terms, and conditions hereinafter set forth, the parties hereby agree to as follows:

1. **Telehealth Services.** CORPORATION shall provide a healthcare provider (“HEALTHCARE PROVIDER”) via telemedicine communication on an as-needed basis during SCHOOL’s school days and during the SCHOOL’s school year. CORPORATION’s virtual nurse shall assist HEALTHCARE PROVIDER as needed, including setting students or staff up with the telehealth equipment, triage, data gathering, taking and documenting student’s or staff’s insurance information, and measuring vitals. Both parties understand use of telemedicine services under this Agreement is meant for non-emergency. CORPORATION shall ensure that equipment and procedures are in place for compliance with state and federal telehealth requirements as well as applicable professional licensure boards. CORPORATION shall obtain informed consent from patients and/or parents/guardians.

2. **Term.** This Term shall begin on **May 1, 2021** and end on **May 31, 2022** or until terminated in accordance with Section 9 hereof (“Term”). After the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of an intent to not renew at least sixty (60) days prior to the expiration of the then existing term.

3. **Compensation.** CORPORATION shall not receive any compensation from SCHOOL for the services provided under this Agreement.

4. **Billing.** CORPORATION shall bill the student's or staff's insurance for all telehealth services related to this Agreement (including both professional and technical fees, as applicable). SCHOOL hereby waives any claim to funds, rights, or monies from third-parties related to billings regarding the services performed under this Agreement.

5. **Authority and Control of CORPORATION.** Subject to national and state canons or rules of ethics, SCHOOL recognizes that CORPORATION shall have complete authority with regard to the operations of the telehealth program, and shall have complete authority with regard to the establishment of the appropriate fee for professional services. Nothing in this Section shall be interpreted as to override HEALTHCARE PROVIDER's individual medical autonomy and judgment. All work performed by HEALTHCARE PROVIDER and CORPORATION shall be subject to the review and study of CORPORATION and the results of any such review or study shall be shared with SCHOOL as appropriate. Nothing in this Section shall be interpreted as preventing the SCHOOL from carrying out its legal duties under anti-discrimination, disability rights, and other education laws.

6. **Professional Liability Insurance.** CORPORATION shall provide and maintain for itself and HEALTHCARE PROVIDER(S) professional liability insurance coverage with total limits of \$1 million per occurrence and \$3 million aggregate coverage per year ("Professional Liability Insurance") to cover HEALTHCARE PROVIDER(S)' duties and responsibilities under this Agreement. If such coverage is made on a claims made basis, CORPORATION will purchase tail coverage or an extended reporting endorsement upon the expiration of that coverage.

7. **Employment Benefits.** As neither HEALTHCARE PROVIDER(S) nor CORPORATION are employees of SCHOOL, neither shall be entitled to any employment benefits pursuant to this Agreement. Likewise, the school staff are not employees of CORPORATION and shall not be entitled to any employment benefits of CORPORATION.

8. **Patient Files.** All records maintained in CORPORATION's patient files and its books and records shall be the property of CORPORATION, and SCHOOL may not, upon the termination of this Agreement, remove any records or copies thereof (including patient records) without the consent of CORPORATION.

9. **Termination.**

9.1 This Agreement shall terminate upon the happening of any of the following:

9.1.1 Whenever CORPORATION and SCHOOL shall mutually agree in writing to a termination;

9.1.2 Upon sixty (60) days prior written notice by CORPORATION to SCHOOL, or upon sixty (60) days prior written notice by SCHOOL to CORPORATION;

9.1.3 Except in the event of a breach that is reasonably perceived as a threat to health and safety, upon written notice by one party to the other for breach of any of the terms of this Agreement, or for other justifiable cause, the breaching party shall have fifteen (15) days to cure the breach. If the breach is not cured within fifteen (15) days this Agreement shall terminate;

**9.1.4** CORPORATION is unable to obtain professional liability/malpractice insurance in the amounts normally carried by CORPORATION at reasonable and customary rates;

**10. Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to its choice of laws principles and the sole venue for any proceeding or litigation between the parties that may arise out of this Agreement shall be Mercer County, Ohio.

**11. Mediation and Arbitration of Disputes.** In the event of any dispute or controversy arising out of this Agreement, the parties agree to attempt to settle such dispute or controversy arising out of or in relation to this Agreement by mediation. The parties further agree that if such mediation fails to resolve the dispute or controversy, the dispute or controversy shall be submitted to, determined and settled by binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree to use good faith efforts to select a mediator and, if mediation fails to resolve such dispute or controversy, an arbitrator. If the parties cannot agree upon a mediator or arbitrator, such mediator or arbitrator shall be selected in accordance with the relevant Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. Any mediation or arbitration proceedings conducted pursuant to this agreement shall be held in Mercer County, Ohio or such other location as the parties may mutually agree in writing. Each party shall be responsible for their own attorneys' fees associated with any mediation or arbitration described above. The arbitrator's fees and expenses shall be paid by the party against whom the arbitrator's decision is rendered.

**12. Assignment Prohibited.** This Agreement may not be assigned by either Party except that CORPORATION may assign this Agreement to any business entity into which CORPORATION may be merged, consolidated, or reorganized. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

**13. Severability.** In the event that any provision of this Agreement shall violate any applicable statute, ordinance, or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

**14. Amendments.** This Agreement may not be amended, altered, modified, or extended except by written agreement signed by each of the parties hereto.

**15. No Waiver.** The failure by either party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**16. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to CORPORATION providing telehealth services for SCHOOL, and supersedes all prior negotiations, representations, warranties, commitments, offers, writings, and agreements, including any prior employment contracts and/or any amendments or addendums thereto.

17. **Notices.** All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally, (ii) on the third business day after being deposited in the U.S. mail, certified, postage prepaid, return receipt requested, or the earlier actual receipt thereof, or (iii) on the first business day after being sent by a nationally recognized overnight express courier service, addressed to the parties.

18. **Construction of Agreement.** The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against SCHOOL or CORPORATION. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.

20. **Corporate Compliance.** SCHOOL understands that CORPORATION operates a corporate compliance program for compliance with all federal and state statutes, rules, regulations, particularly as they pertain to governmental payors. SCHOOL agrees to cooperate with CORPORATION's Corporate Compliance Officer or designee in any investigation related to compliance issues.

21. **Quality Assurance.** Both parties shall cooperate with each other in the areas of quality management, risk management, and any other quality of patient care initiatives from each party.

22. **Confidentiality.** Both parties agree that the terms and conditions of this Agreement shall at all times be kept secret and confidential and shall not be disclosed by either party, without the other party's written consent to the extent permitted by law. Moreover, each party understands and agrees that disclosure to any other party, except as permitted by law, is strictly prohibited and that such disclosure shall constitute a breach of this Agreement. *SCHOOL is subject to Ohio's Sunshine Laws, and this Agreement may be disclosed as required by law in response to a valid public records request.*

23. **Independent Contractor.** CORPORATION and HEALTHCARE PROVIDER(S) are performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner, or joint venture of or with SCHOOL. SCHOOL shall neither have nor exercise any control or direction of the methods by which CORPORATION and/or HEALTHCARE PROVIDER(S) shall perform work and functions. The sole interest and responsibility of both parties is to ensure that the services rendered pursuant to this Agreement shall be rendered in a competent, efficient, and satisfactory manner.

24. **Nondiscrimination.** The Parties hereto shall not discriminate against any person, employee, provider, independent contractor, or patient because of race, color, handicap, sexual orientation, age, conscience, religious belief or lack of belief, moral conviction, creed, sex, pregnancy, gender, gender identity, ability to pay, national origin, veteran status, or any other protected status nor shall there be any such discrimination in the employment or treatment practices and personnel policies of either Party.

25. **HIPAA.** SCHOOL shall be responsible for advising students about the Health Insurance Portability and Accountability Act ("HIPAA") and their requirements to maintain the confidentiality of all patient protected health information.

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date set forth below.

**CORPORATION:**

**M.E.D.F. PHYSICIANS CORPORATION  
d/b/a MERCER HEALTH  
MEDICAL GROUP**

**SCHOOL:**

**SCHOOL**

\_\_\_\_\_  
**Signature**

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

**Print Name:** \_\_\_\_\_

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

\_\_\_\_\_  
**Signature**

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

**Print Name:** \_\_\_\_\_

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