**COOPERATIVE AGREEMENT**

**between**

**\_\_\_\_\_\_\_\_\_\_\_\_Independent School District and**

**Pediatric Urgent Care, P.A.**

This Cooperative Agreement is agreed and entered into by and between the \_\_\_\_\_\_\_\_\_\_ Independent School District (“District”) and Pediatric Urgent Care, P.A. (“Company”) collectively (“Parties”) and is effective upon full execution.

WHEREAS, Company wishes to provide programs and services on District campuses; including but not limited to, Return to Sports and Activities Program and in school telehealth for ongoing access to healthcare, testing, and continuity of care (“SchoolMed”);

WHEREAS, District recognizes and appreciates the benefits to be derived from providing such services; NOW THEREFORE, Company and District agree as follows:

1. Company Provisions. The Company will provide the services described in the Section 4, subject to the terms and conditions in the Agreement, subject to the following provisions:
* Company’s services are intended to be provided on a non-emergency care basis. Company’s medical providers cannot be guaranteed to be available within any particular time frame nor should the District rely on them to be available within a certain time frame in any particular instance. To the extent an individual needs emergency care, the District will follow its own protocols and procedures to provide such care to or seek assistance for that individual and will not rely on Company for such services.
* Company will provide services to individuals who opt-in to such services using Company-approved forms and fully complete the registration process and any other paperwork deemed necessary by Company to deliver care.
* The Parties will work together as needed to update scope-of-practice over time. Both parties acknowledge and agree telemedicine is not appropriate for all forms of treatment and Company’s medical providers may from time-to-time refuse service to any prospective patient as they see fit within their medical discretion.
* Company’s services will be delivered only to patients while located at a District-owned facility while a school nurse or site care deliverer is on-site (i.e.; Athletic Trainer, Coach) or a site determined by the Company.
* Company will provide virtual training and competency assessment for the school nurse and/or care deliverer must participate and pass a competency assessment prior to the utilization of the telehealth and/or point of care testing services.
* Over-the-counter medications and medical supplies will be provided at no charge to the District based on reasonably anticipated demand for routine treatment scenarios only.
* Company will bill patient’s insurance, where applicable, for such medications, medical supplies, and testing. Prescription medications will not be provided by Company.
* Company may provide rapid COVID-19 testing (“COVID Tests”) for students and staff including but not limited to a program for students involved in athletics or activities.
1. Term of Agreement: This Agreement shall commence on \_\_\_\_\_\_\_\_, 2020 and end on \_\_\_\_\_\_, 2025. Provided that the Agreement is still in effect, this Agreement shall automatically renew for three additional two-year periods commencing at the expiration of the term as defined in Section 2 and upon the same terms and provisions set forth herein. Either party has the option to provide written notice of non-renewal at least 180 days prior to expiration of the term.
2. Funding: No fees will be charged to District. Company will process medical visits through student’s insurance or CARES Act when applicable. Health insurance plans vary greatly from patient to patient and to the extent there are patient out of pocket expenses required by the patient’s health insurance plan or as a result of a patient falsely signing up for CARES Act then those costs will be the responsibility of the patient. Both Parties acknowledge and agree Company has no control over legislative, governmental, supplier or insurance changes within healthcare. Additionally, District acknowledges and agrees Company can pause the program at any time if health insurance plans or patients are not following through on their financial responsibility for services being provided by or under the supervision of the Company.
3. SERVICES TO BE PROVIDED BY COMPANY (SCOPE OF WORK) AND BY DISTRICT:

Company agrees to use best efforts to provide the following to the District. Both Parties acknowledge Company does not control macro level medical supplies shortages as a result of the COVID-19 pandemic, but Company will use best efforts to provide all of the below services and supplies.

* School-based telemedicine services to students enrolled in District schools and registered for the program. Students must complete the telemedicine enrollment and consent form prior to receiving care and/or being tested.
* Access to equipment to assist the school nurse and/or care deliverer in conducting telemedicine visits including the below items:
	+ Over-the-counter medications
	+ Lab testing equipment and supplies
	+ Various medical supplies
	+ iPad or similar tablet
	+ All appropriate software
	+ Other diagnostic tools as needed
* Company will bill the patient’s insurance plans, Medicaid, and/or CARES Act (while available) directly and not the District for the services. To the extent a student’s insurance does not cover the cost of testing or medical visit, the parent/guardian will be responsible for the cost of the test. The parent at any time can opt out of the program with 30-day notification to the Company. Company can pause the program at any time if the health insurance plans or the patients are not following through on their financial responsibility for services being provider by or under the supervising of the Company. Continuation of the testing program will be contingent upon negotiation between the District and Company on who will be fiscally responsible for the continuation of the program. The District has the option to fund the testing program based on available funding from federal, state, and/or local funding sources. To the extent the federal and/or state government makes available COVID-19 reopening schools funding, the District shall allocate such funding to cover the testing for students.
* Company will make available on-demand pediatric providers to conduct telemedicine visits during normal school hours. Additionally Company may make available nurses, medical assistant, or medical personnel whose responsibility it is to assist with testing, patient care, training, implementation or technical support.
* Company through the “Return to Sports and Activities Program,” will deliver the following barring any macro level changes due to the COVID-19 pandemic;
	+ Pre-Screening Tool for COVID-19 in English/Spanish with access to the data through a Secure File Transfer Portal (SFTP) based on district designee to receive patient/student health information.
	+ Rapid COVID-19 test kits
	+ Virtual training and competency assessment for Athletic Trainers, Coaches, and/or care deliverers for the purpose of the testing program under this agreement.
* Company will prioritize delivery of testing supplies based on availability from the manufacturer of the rapid COVID-19 test kits and testing machines. Company does not have control over macro or micro supply and demand issues and will work with the district to customize a testing plan for number of test kits, number of machines, and ongoing supply.

 District agrees to provide to Company:

* Commitment to implement this program across all District schools.
* Access to all schools in the District in order to set up, train, and operate the SchoolMed program.
* Integration of Company’s enrollment information with District student online registration as soon as reasonably possible and prior to early online student enrollment for 2021-2022 and publishing the link to the district SchoolMed site for registration on social media, parent emails, district communication, etc.
* Qualified school nurses and/or care deliverers on-site to facilitate access to and performance of Company's directed services and a commitment that school nurse or care delivers will utilize the program. If a school nurse or care deliverer is not utilizing the program, then the Company can remove services from any school within the District at their discretion
* Commitment to market the program district wide including but not limited to emails, texts, social media, and local press
* An exclusive right to provide telemedicine services in the District throughout the Term of the Agreement
* High speed internet access at all District schools
* Reasonable access to District information systems as needed to integrate Company's information systems and retrieve student information necessary to perform the service
* Private HIPAA-Compliant location(s) to provide care
* District shall work with Company to secure CLIA Waived Certificate for lab tests in Schools as necessary. Company may serve as an authorized representative of behalf of the District as needed with regard to CLIA waived lab testing.
* Utilization of SchoolMed at an average utilization of 1 student per day per location. Lack of utilization of the program will result in the Company removing all equipment and telehealth supplies and/or a charge of $90 per student until utilization is an average of one student per day per location has been achieved and maintained.

Provisions of this Agreement apply to services provided by the Company on all District campuses and facilities.

1. Supervision: The program instruction and oversight shall be under the direction and responsibility of Company. Company agrees to secure signed parent/guardian from students who participate. Any District personnel performing SchoolMed tasks must first be trained and pass a competency assessment prior to commencing any tasks.
2. Termination of Contract: Except as otherwise allowed below on within section 4 of this Agreement, this Agreement shall terminate when Company shall have completed all work covered by this Agreement, unless extended by written mutual agreement of District and Company at the time final service is completed. The District may terminate the Agreement if the Company fails to fulfill the obligations in a timely and proper manner. The District may terminate the Agreement by giving 30 days written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the Agreement, the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. In the event District terminates the Agreement hereunder, the District’s sole remedy for termination will be to discontinue Company’s service:
3. Compliance with Laws: This Agreement shall be governed by the laws of the State of Texas. Company agrees to abide by all district policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq*., 29 CFR §130.1, *et seq*.; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq*.; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et. seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.*
4. Hold Harmless Agreement: It is agreed that Company is an independent company and shall be solely responsible for payment of its workers and shall provide, if required, workers' compensation and all liability insurance necessary to protect itself from liability for injuries or damages and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. The Company agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of- pocket costs and legal expenses, incurred by reason of the Company’s negligence or breach of this Agreement. The Parties agree to hold the other Party harmless from any and all liability to a third party that the other may incur, including direct damages, out of pocket costs and legal expenses, incurred by reason of the other Party’s negligence.
5. Indemnification: Company shall indemnify and hold District harmless from and against all claims asserted by third parties or Company Persons against the District arising from or involving performance under this Agreement. For purposes of this provision: (i) “Claims” shall include any and all claims, suits, complaints and proceedings of any kind or character, including but not limited to claims concerning property, personal injury or death, infringement of intellectual property, unlawful disclosure of confidential or protected information, or violation of statutes or regulations, arising in whole or part from or related in any way to the services being provided or to be provided by Company under this Agreement; (ii) “Company Persons” shall include any and all Company employees, volunteers, officers, and directors; and (iii) “District” shall include District and its workers, officers, and other Board members, representatives, and agents.
6. Confidentiality and Data Sharing: The Company shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose student information. Company recognizes that completion of the Data Sharing Agreement included herein as Addendum A (“Data Sharing Agreement”) is required if the Company is utilizing individual student data for any purpose, including research, individual student tracking for program delivery, or program analysis and/or evaluation. Notwithstanding anything to the contrary in the Agreement, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and 164, subparts A and E (the “Privacy Standards”), the Security Standards , 45 C.F.R. Part 160, 162 and 164 (the “Security Standards”), promulgated under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act provisions in Title XIII of the American Recovery and Reinvestment Act (“HITECH”), and any other federal, state or local law which governs patient information, when applicable, shall control over the terms of this Agreement with regard to Company providing information to the District regarding any person. See Addendum A (“Data Sharing Agreement”) for additional data sharing terms.
7. Written Notices: Any changes to this Agreement must be completed in writing to the below addresses.

If to the Company:

Attention (Name & Title): Kevin Pearce, Manager

Address: 1701 River Run, Suite 302, Fort Worth, Texas 76107

Email: kpearce@urgentcarekids.com

If to the District:

Attention (Name & Title):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED this day of \_\_\_\_\_\_\_, 2020. SIGNED this day of \_\_\_\_\_\_\_, 2020.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ INDEPENDENT SCHOOL DISTRICT: COMPANY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Kevin Pearce\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Authorized Agent Printed Name of Authorized Agent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Manager\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

**Addendum A: DATA SHARING AGREEMENT**

This Data Sharing Agreement (the “Data Agreement”) is made between Pediatric Urgent Care, PA (“Provider”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Independent School District (the “District”). The District and Provider will be collectively referred to as the “Parties.”

1. DEFINITION, USE, AND TREATMENT OF DATA.
	1. “Data” shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
	2. All Data accessed or used by the Provider or District shall at all times be treated as confidential by Provider and District. As detailed in section 2B, Provider recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.
2. PURPOSE, SCOPE AND DURATION.
	1. For Provider to provide services to the District it may become necessary for the District to share certain Data related to the District’s students, employees, business practices, and/or intellectual property.
	2. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As detailed in section 2C, the Parties agree that Provider is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Provider: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of personally identifiable information from education records.
	3. Notwithstanding anything to the contrary in the Data Agreement, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and 164, subparts A and E (the “Privacy Standards”), the Security Standards , 45 C.F.R. Part 160, 162 and 164 (the “Security Standards”), promulgated under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act provisions in Title XIII of the American Recovery and Reinvestment Act (“HITECH”), and any other federal, state or local law which governs patient information, when applicable, shall control over the terms of this Data Agreement with regard to Provider providing information to the District regarding any person.
	4. The parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the District pursuant to this Data Agreement. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
	5. This Data Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District.
3. DATA COLLECTION.
	1. Provider will only collect Data necessary to fulfill its duties as outlined in this Data Agreement.
4. DATA DE-IDENTIFICATION.
	1. Upon approval by the District, provider may use de-identified Data for product development, research, or other purposes.
	2. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Data Agreement unless that party agrees not to attempt re-identification.
5. DATA SHARING.
	1. Provider shall include a list of third parties as requested by District.
	2. Subcontractors: Provider may employ third parties to assist with the performance of Professional Services; however, Provider is solely responsible for ensuring that any third party performing Professional Services under the Data Agreement is bound by the obligations of confidentiality and assignment provided herein. Provider shall pay all fees, wages, salaries, and other amounts due any third party in connection with Provider’s performance of its obligations under the Data Agreement and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.
	3. When sharing Personal Identifiable Information with its Affiliates, the Provider will require those Affiliates to comply with this Data Agreement.
	4. Should Provider receive a court order or lawfully issued subpoena seeking the release of such Data or information, Provider shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information.
6. DATA TRANSFER OR DESTRUCTION.
	1. Provider will ensure that all Data in its possession and in the possession of any subcontractors or agents to which the Provider may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose.
7. ACCESS.
	1. Any Data held by Provider will be made available to the District immediately upon request by the District.
8. SECURITY CONTROLS.
	1. Provider shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.
	2. Provider maintains reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, Secure Sockets Layer (SSL). Provider has implemented policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS). However, no precautions, means, or method of transmission which uses the internet or method of storage is absolutely 100% secure.
	3. All of the Provider’s personnel are trained on information security. The Provider’s information security policy requires that all personnel who come into contact with District data receive training on the proper techniques for handling such data.  Such training is required on at least an annual basis.
9. NOTIFICATION OF AMENDMENTS TO POLICIES.
	1. Provider shall not change how Data is collected, used, or shared under the terms of this Data Agreement in any way without advance notice to and consent from the District.
	2. Provider shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Data Agreement with Provider upon notification of amendment to such terms.
10. NOTIFICATION OF DATA BREACH.
	1. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Data Agreement, Provider shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible (Tex. Bus. & Com. Code § 521.001-152).
	2. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Data Agreement may, at the District’s discretion, result in the District immediately terminating this Data Agreement and refusing to enter into a contract with Provider or otherwise allow Provider access to any District Data for a period of not less than five (5) years.
	3. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s), in which the District shares Data with Provider, this Data Agreement and such underlying agreement(s) may be terminated by the District if Provider fails to cure such breach within thirty (30) days of receiving written notice from the District of such breach (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.
11. NOTICE AND CONSENT.
	1. District acknowledges and agrees that the collection, input, use, retention, disposal, and disclosure of any District Data, including Personally Identifiable Information submitted via the Applications to the Hosting Services are controlled solely by District and thus the District is deemed the data controller of the District Data. District represents and warrants it has provided all notices and obtained all consents from the Users (or such User’s parent) required under applicable Privacy Laws to collect, use, disclosure and transfer of the District Data, including Personally Identifiable Information contained therein, to Provider via the Applications and Hosting Services for Provider to collect and use to fulfill its rights and obligations under the Data Agreement and as set forth in the Privacy Policy.
12. TERMINATION
	1. The District may terminate this Data Agreement at any time at its discretion upon written notification to Provider. If the District terminates the Data Agreement, or if Provider ceases to perform services for the District that requires access to Data, Provider shall return to the District all Data delivered to it or collected during the course of the Data Agreement. Further, Provider shall certify to the District in writing within five (5) business days that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.
13. SEVERABILITY
	1. The provisions of this Data Agreement are severable. If a court of competent jurisdiction determines that any portion of this Data Agreement is invalid or unenforceable, the court’s ruling will not affect the validity or enforceability of the other provisions of the Data Agreement.
14. ENTIRE AGREEMENT.
	1. This document states the entire Data Agreement between Provider and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements. This Data Agreement is governed by the laws of the State of Texas. Venue shall lie in Travis County, Texas, for any dispute arising out of this Data Agreement.

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| **Pediatric Urgent Care, PA** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_ Independent School District** |
|  |  |  |
| *Signature of Authorized Representative* |  | *Signature of Authorized Representative* |
| Kevin Pearce |  |  |
| *Printed Name* |  | *Printed Name*  |
| Manager |  |  |
| *Position* |  | *Position*  |
|  |  |  |
| *Date* |  | *Date* |