

**ADDENDUM TO
MEDICAL UNIVERSITY OF SOUTH CAROLINA
SCHOOL-BASED HEALTH SERVICES AGREEMENT
FOR TELEHEALTH SERVICES**

This **Addendum** is entered into as of July 1, 2020 or the execution of the School-Based Health Services Agreement by both Parties, (the “Effective Date”) by and among _____ **School District** (“District”); the **Medical University of South Carolina** (“MUSC”), by and through its Department of Pediatrics and any additional Department(s) as may be identified on an Attachment to the Agreement as provided herein (“MUSC Department”); and **University Medical Associates of the Medical University of South Carolina** (“MUSC-P”). The District, MUSC, **Medical University Hospital Authority** (“MUHA”), MUSC Department and MUSC-P may at times be referred to individually herein as a “Party” and collectively as the “Parties.” By way of clarification, this Addendum is made to that certain School-Based Health Services Agreement (the “Agreement”) entered into as of July 1, 2020, by and among District, MUSC, MUSC-P and MUHA.

RECITALS

WHEREAS, the District represents facilities that they believe may benefit from school-based medical consultation utilizing a telehealth and/or telemedicine modality; and

WHEREAS, telemedicine means the practice of health care delivery, diagnosis, consultation, treatment and transfer of medical data through interactive or store and-forward audio, video, or data communications; and

WHEREAS, telehealth means telemedicine plus health education and/or health management services provided through the same delivery mechanisms, including patient access to health information resources and their own health information; and

WHEREAS, MUSC has obtained certain grant funding which may provide for services and equipment for telemedicine consultation through the grant period to explore the benefit of telemedicine consultation services to certain patients in facilities such as the District which may be applicable to telemedicine services under this Agreement;

WHEREAS, MUSC has received funding from the State of South Carolina General Assembly to (i) establish telehealth/telemedicine communications infrastructure to improve health care in the State and (ii) offer a cost-effective alternative to current health care delivery, especially in medically underserved areas of the State which may be applicable to telemedicine services under this Agreement; and

WHEREAS, physicians (“Physicians”) and/or other health care providers in the MUSC Department (collectively the “Providers”) who are qualified through training and experience to provide consultation for patients at the District through a telehealth/telemedicine modality; and

WHEREAS, the Parties agree that utilization of such telehealth/telemedicine consultation services by contract will provide the District medical coverage via a school-based clinic to provide preventative health care and address current health needs for participating children but not intended to serve as the sole primary care provider.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed to by the parties as follows:

- 1. General Responsibilities of the Parties.** The Parties hereby agree to undertake the following responsibilities which shall relate to all School-Based Telehealth Services under the terms of this Agreement.
- 2. Responsibilities of MUSC**
 - 2.1 Provide clinical consultation via telemedicine in a timely manner by Providers who are appropriately trained and licensed (as applicable) to provide such telemedicine services, and such telemedicine services shall be provided in accordance with all applicable laws, regulations, and professional standards.
 - 2.2 In the event that telemedicine consultation is unavailable in a timely manner, either due to equipment or connection problems or due to consultant time constraints, the MUSC consultant will provide telephone communication as appropriate and provide guidance to the school nurse/telepresenter to determine the next steps as an alternative to the telemedicine consultation.
 - 2.3 Ensure that all staff members participating in telemedicine consultations are appropriately trained in the operation of the telemedicine equipment.
 - 2.4 Facilitate the maintenance of telemedicine equipment via provision of support services, referral to appropriate third-party support services, and/or testing of the telemedicine connection and equipment as needed.
 - 2.5 MUSC will cover the cost of maintaining the equipment.
- 3. Responsibilities of the District**
 - 3.1 Facilitate the telemedicine interaction, including operation of the telemedicine equipment and any applicable documentation.
 - 3.2 Help to maintain the telemedicine equipment and Internet connectivity in good working order through both the District's own information technology staff, testing of the telemedicine connection, and supplies as needed (i.e., bandages, cold/hot packs, gauze, and first aid kits), and timely communication with MUSC and/or equipment provider support staff regarding any technical issues that may adversely affect the telemedicine encounter.

4. Responsibilities of the Providers

- 4.1 Telephone and video evaluation of the District's students including their relevant clinical information transmitted over a secure Internet connection as applicable and as such capability is available at the District.
- 4.2 Providers will conduct a video and audio consultation, using the clinical information available and provided by the District. This consultation will include the following:
 - 4.2.1 Discussion of the case by telephone or videoconference with the District's applicable personnel.
 - 4.2.2 Viewing of the patient and applicable clinical information indicated for a specific clinical encounter, using the telemedicine equipment.
 - 4.2.3 Interaction with the patient and others, as needed.
 - 4.2.4 Follow-up communication with the student's parent, as indicated by the clinical encounter.

- 5. **Equipment.** Equipment purchased by MUSC for the purposes of telemedicine consultation shall remain the property of MUSC. While in the possession of the District, this equipment will be used solely for the purposes of telemedicine consultation or related activities as provided for in this Agreement. The equipment shall be kept in good working order and maintained in a secure location at all times. Additional specific requirements and/or equipment specifications may be addressed in one or more attachments to this Agreement. The use of any such equipment and/or associated software shall at all times be in compliance with any and all third-party agreements which govern any such use.
- 6. **Independent Contractors.** In performing the telemedicine services under this Agreement, MUSC, MUHA, MUSC-P, and Providers are acting as independent contractors and shall not be considered employees, agents, or joint ventures of the District.
- 7. **Use of Names/ Marketing.** The Parties may use the marks "MUSC", "MUSC Health", "South Carolina Telehealth Alliance" or related marks, or any variant thereof, in the marketing of services pursuant to the terms of this Agreement. Any such use shall be subject to the prior written approval of MUSC and shall conform in all respects to all applicable MUSC regulations, policies and standards including, without limitation, MUSC Policy No. A-119 ("Marketing Ethics") and MUSC Policy No. A-123 ("MUSC Health Brand Policy"). Except as expressly granted herein, nothing contained herein is intended nor shall be construed as gaining any license or rights to the District to the use of any MUSC marks or tradenames. All use of the marks or tradenames of MUSC with respect to the services shall terminate and the District shall immediately cease and desist from any such use as of the expiration or earlier termination of this Agreement. The District agrees

that it will not use the name of MUSC, or any variant thereof, in any advertising material or make any representation, except as provided herein, which would constitute an express or implied endorsement by MUSC of any commercial product or service of the District (and will not authorize others to do so), except with MUSC's prior express written permission or as may be required by law.

- 8. Termination Due to Loss of Grant Funding.** In the event that the telemedicine services provided under this Agreement are dependent upon funding pursuant to a grant awarded to MUSC, this Agreement or, alternatively, any applicable Attachment, may be terminated by MUSC if such grant should expire and not be extended for any reason upon written notice to the District; provided, however, that the Parties may negotiate to extend the Agreement, or any applicable Attachment, upon such other terms and conditions as may be mutually agreeable to the Parties and reflected in writing.

9. Miscellaneous Provisions.

- 9.1 Amendments/ Modifications. This Addendum may not be amended or modified except by mutual written agreement of all parties.
- 9.2 Assignment. No party may assign or transfer, in whole or in part, this Addendum or any of its rights, duties, or obligations under this Addendum without the prior written consent of the other parties, and any assignment or transfer by Subcontractor without such consent shall be null and void.
- 9.3 Governing Law. This Addendum shall be construed in accordance with the laws of the State of South Carolina and shall survive the expiration or other termination of this Agreement.
- 9.4 Counterparts/Facsimile and Electronic Signatures. This Addendum may be executed in one or more counterparts, all of which together shall constitute only one agreement. Signatures transmitted by facsimile or in electronic format via electronic delivery (e.g., portable document format or .pdf) shall be accepted as original signatures.

All capitalized terms used in this Addendum shall have the meaning or meanings ascribed to such terms in the Agreement unless otherwise indicated herein. Unless expressly modified, amended, or superseded hereby, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement as of the Effective Date.

School District

By: _____
Name: _____
Title: _____
Date: _____
Address _____

Medical University of South Carolina/Medical University Hospital Authority

By: _____
Name: Patrick J. Cawley, MD
Title: Executive Director/CEO of
MUHA and VP of Health
Affairs, MUSC
Date: _____
Address: 169 Ashley Avenue
Charleston, SC 29425

University Medical Associates of the Medical University of South Carolina

By: _____
Name: Eva Greenwood
Title: CFO
Date: _____
Address: MUSC-P, 96 Jonathan Lucas St.
Charleston, SC 29425

ATTACHMENT E
DISTRICT SCHOOLS PARTICIPATING IN
MUSC SCHOOL-BASED HEALTH PROGRAM

EXAMPLE

FAQS– FREQUENTLY ASKED QUESTIONS ABOUT THE SCHOOL-BASED TELEHEALTH PROGRAM



FAQs – Frequently Asked Questions about School-Based Telehealth

What is school-based telehealth?

School-based telehealth offers quality health care at school beyond what can be offered by the school nurse. A nurse practitioner or doctor uses a video visit to examine and diagnose the student with the help of the school nurse.

How does the program work?

- Parents or guardians can ask the school nurse for an appointment
- The school nurse will call the parent or guardian before doing a video visit
- The student and school nurse will do a video visit with a nurse practitioner or doctor
- If a prescription medication is needed, the prescription will be sent to a local pharmacy
- A note will be sent to the student's primary care provider (local doctor)

How do I schedule an appointment?

Contact your school nurse to schedule a visit.

What kind of conditions are treated?

The program treats common childhood illnesses such as sore throat, rashes and asthma. If an in-person visit is needed, the nurse practitioner or doctor will work with the family to find an in-person care provider.

Does insurance cover the cost of the school-based telehealth program?

Insurance plans are billed, and copays and deductibles apply. SC Medicaid covers the visits. Other insurance company coverage varies. It is important for parents or guardians to ask their health insurance company about coverage for school-based telehealth before a visit.