DATA SHARING AGREEMENT

This Data Sharing Agreement is entered into by and between Ashtabula Regional Medical Center (hereinafter referred to as ARMC) and Buckeye Local Schools District (hereinafter referred as District" for the use and protection of data needed by ARMC to support school-based health center services to students of the District.

Purpose

Completing of this Data Sharing Agreement is required for the access and use of student data as defined in the student records under the Educational Rights and Privacy Act (ERPA) 20 U.S. Part 111g and personally identifiable information as defined in the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. C. Part 6501-6506.

In order to provide the Service described above, the District will grant access to data and ARMC will receive documents from the District defined as student records under the Educational Rights and Privacy Act (ERPA) 20 U.S. C. Part 1232g and personally identifiable information as defined in the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. C. Part 6501-6506.

Obligations of ARMC

1. Privacy Compliance. Comply with the Family Educational Rights and Privacy Act (FERPA).
2. Applicability of FERPA. Take numerous measures to maintain the security and confidentiality of all student records and comply with requirements of FERPA applicable to the educational records of students.
3. Authorized Use. Access District data solely in the provision of care to students of the District.
4. Storage of Data and Secure Infrastructure. Maintain all student data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. ARMC shall implement administrative, physical, technical infrastructure and procedural safeguards to protect and maintain the integrity of student data.
5. Employees. Require applicable ARMC employees to comply with applicable provisions of FERPA laws with respect to the data shared under this Agreement. Access to student data is strictly on a 'need-to-know' basis. Access to data is guarded by an access control list and monitored on network devices. The identity of all persons having access to student data is documented and access is logged.
6. Data Breach Notification. In the event that an unauthorized disclosure of student data, unauthorized access, or other incident that threatens the security of personally identifiable information comes to the attention of ARMC or any of its employees, the

District will be notified immediately. Notification shall be given to the Superintendent or designee.

7. No Disclosure. Not disclose any District data or content to a third party without District's express written, unless required by law or court order.

Obligations of District

1. Provide Data. Provide data for the purposes of the Agreement in compliance with the Family Educational Rights and Privacy Act (FERPA) 20 U.S. C. Part 1232g.
2. Data Property. All information, data, and other content transmitted by the District to ARMC, or entered or uploaded under District's user accounts, will remain the sole property of the District. The District will retain exclusive control over student data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Notification. Notify ARMC promptly of any breach of security or unauthorized access.

Term, Termination, and Return of Student Data

1. Term. The Term of this Agreement shall be effective so long as students in the District are receiving care at ARMC's School-based Health Center.
2. Obligations of Termination.
    a. ARMC shall return or destroy all student data received from the District or created or received on behalf of the District. ARMC shall retain no copies of the student data and ARMC shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.
    b. In the event that ARMC determines that returning or destroying the student data is infeasible, ARMC shall provide to the District written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of student data is infeasible, ARMC shall cease and desist use of student data except as agreed upon by the District.

Ashtabula Regional Medical Center

Printed Name: Leonard Skrapits

Title: Pres. & CEO

Date: 10/8/2026

Buckeye Local Schools District

Patrick Colucci

Patrick Colucci
Printed Name:

Title: Superintendent

Date: 9/23/26