

**(SCHOOL SYSTEM)  
SCHOOL BASED HEALTH SERVICES**

**MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** is made and entered into as of **(Date)** by and between **(School System and address)**, and **(Health Center and address)**. This document creates a memorandum of understanding for the purpose of providing on-site school health services.

**PURPOSE OF AGREEMENT**

A. This document will serve as the operating agreement between **(Health Center)** for the purpose of delivering health care services to students attending **(Targeted School)**.

B. The overall goal of this agreement is to develop a comprehensive system of school-based health care services and referral for school-based or school-linked primary health care services for children attending **(Targeted School)** by utilizing the combined resources of these lead agencies and working in partnership with other community based providers of primary health care services. **(School System and Health Center)** collaboration exist as a result of a partnership to promote and ensure physical and mental health care, as well as other support services to students of **(Targeted School)**. This partnership includes academic, social, emotional and physical health in an integrated approach toward helping students achieve optimal health status and maximizing their school performance. **(Health Center)**, operational for over **(#)** years links primary care services with **(School System)**, Student Health Services. Primary Care through **(Health Center)** is the care provided by physicians specifically trained and skilled in comprehensive first contact and continuing care for persons with any undiagnosed sign, symptom, or health concern (the undifferentiated patient) not limited by problem origin (biological, behavioral, or social), organ system or diagnosis. Primary care includes health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses.

C. An additional goal is to establish responsibilities of the entity for State and Federal funding and reporting requirements for School Based Health Centers.

**SECTION I**  
**TERM**

1.1. **Term**. The initial term of the Contract shall commence **(Dates)** and terminate **(Dates)**, with provision for extension.

1.2. **Contract Extension**. The parties shall meet annually in October to consider and negotiate the extension of the Contract after the initial term for an additional Contract Year. For purposes of the Contract, the term "Contract Year" shall mean each one-year period commencing January 1 and ending December 31.

1.3. **Option to Terminate**. Both parties may terminate the Contract upon providing thirty (60) days written notice.

## **SECTION II** **DEFINITIONS**

2.1. **Nursing Services** are provided to all students and include:

- Emergency care (first aid, care for ill students, parent notification, and triage/referral)
- Administration of medications and treatments as required
- Immunization screening and reporting as required
- Vision and hearing screening and reporting as required
- Assistance in care coordination and accommodations to meet 504 and IEP
- Mandated reporting of suspected child abuse or neglect
- Communicable disease screening, care management and exclusion as required by district policy
- Assessment, triage and referral to community services and resources (medical, dental, social service, mental health, food, clothing, shelter etc.)
- Medicaid outreach and enrollment
- Health education

2.2. **Preventive Health Care Services** where they are referred to in this agreement are defined as non-curative health services provided to the student by parental consent (unless otherwise allowed by current Georgia law for Confidential Services). These services will follow preventive guidelines and may include:

- Health screening (e.g. Early Periodic Screening and Diagnostic Testing (EPSDT) screening)
- Disease prevention (e.g. immunizations, communicable diseases, etc)
- Dental services (exam, x-ray, prophylaxis (cleaning) and sealant when indicated)
- Preventive services and education such as nutritional education, mental health screening and high risk assessments and health maintenance.

2.3. **Primary Health Care Services** are provided in a comprehensive, integrated, and accessible manner and in a sustained partnership with the student, his or her family, and his or her primary care provider in order to promote health manage, or treat chronic disease with parental consent (unless otherwise allowed by current Georgia law for Confidential Services) and are defined as:

- Health Maintenance (well care, immunizations)
- Chronic Disease Management
- Mental health screening and assessment followed with appropriate services
- Acute illness care
- Oral health screenings and assessment followed with appropriate services
- Non-specialty medical, dental - restorative, mental health, and substance abuse interventions
- Referral for other services not available at the health center

2.4. **Support Services** are provided with parental consent (unless otherwise allowed by current Georgia law for Confidential Services) and include:

- Mental health counseling
- Drug and alcohol awareness
- Smoking cessation
- Nutritional counseling
- Support for eating disorders
- Parent education
- Peer education
- Peer counseling
- Health education
- System of Care outreach
- Cultural diversity awareness
- Physical Activity and Exercise awareness

2.5. **Student Health Services** goal is to increase the child's capacity to learn by ensuring his/her health needs are met, and health-related barriers to learning are addressed and managed. This is achieved by the provision of clinical services and health education provided by school nurses and school clinic assistants. Goals of this program include:

- Improve immunization rates
- Provide school based services – general first aid, care for students, medication administration and follow-up
- Improve access to health care

- Collaborate with **(Medical Center)** to provide physical exams and dental services at school
- Reduce incidence communicable diseases (e.g. head lice)
- Provide and improve follow-up on failed vision and hearing screenings
- Ensure safe medication administration
- Readiness for medical emergencies and critical incidents
- Increase access to medical insurance in collaboration with **(School System)**
- Increase interaction and communication with parents
- Decrease communication barriers related to health issues
- Improve or maintain the health status of children
- Provide help with accessing services to families suspected of/or at risk of child maltreatment
- Provide emotional social support to secondary students
- Provide health promotion/disease prevention activities in collaboration with others
- Health Education

### **SECTION III** **UNDERLYING PRINCIPLES**

- 3.1. **Purpose.** All activities undertaken through this memorandum are for the purposes of increasing the health of children attending ( ) County Schools and supporting the schools' educational mission.
- 3.2. **Fundamental Goal.** The provision of primary and preventative health services in selected schools is a fundamental goal of the Memorandum of Understanding.
- 3.3. **Access to Services.** The partners work collaboratively with other community providers of health services to increase children's access to preventive and primary health services through activities such as school based health centers, school linked health services, and on-site EPSDT and dental screenings.
- 3.4. **Parental Consent.** Primary health care services from **(Health Center)** will be permitted only with signed parental consent.
- 3.5. **Established Policies & Procedures of (School System).** All staff involved in the delivery of nursing services through the school health program agree to work within established policies and procedures of **(School System)** and in accordance with state requirements.

- 3.6. **Established Policies & Procedures of (Health Center)**. All staff involved in the delivery of primary and preventative health care services through the **(Health Center)** program agree to work within the Policies and Procedures established by **(School System)**.
- 3.7. **Licensing, Credentials, Criminal Investigation**. All staff involved in the delivery of health care services through **(Health Center)** shall meet appropriate licensing, credentialing requirements and criminal background investigations.
- 3.8. **(School System) Right to Contract Separately**. Entering into contractual relationships with other entities for the purposes of providing school-based health center services can only be executed with prior knowledge and approval of the Superintendent of **(School System)** or his designee.
- 3.9. **Minimum Hours of Operation**. **(Health Center)** will provide nursing services during school hours. **(Health Center)** will provide primary health care services designed to meet the health and health related needs of the students of **(Targeted School)**, for a minimum of thirty ( 30 ) hours per week.
- 3.10. **Funding Sources**. Funding through **(Defined resources)**
- 3.11. **Collaboration**. **(School System)** and **(Health Center)** will work collaboratively to meet goals, objectives and requirements of ( ) grant.

#### **SECTION IV** **SERVICES PROVIDED**

Through this agreement the following services will be provided as described in Section II definitions:

1. Nursing Services
2. Preventive Health Care Services
3. Primary Health Care Services.
4. Support Services

#### **MUTUAL RESPONSIBILITIES**

- 4.1. **General Responsibilities**. **(School System)** and **(Health Center)** will commit resources to the activities envisioned. Staffing and other resources to be provided by each agency will be dependent upon their respective resources and appropriations.

Clinic Assistants, Cluster Nurses and Special Needs Nurses are employees of **(School System)**. The Physician, Nurse Practitioner or Physician Assistant, Medical Assistants, Dental Assistants, Clinical Social Workers, Dentists, Dental Hygienists, Registration Specialist are employees of **(Health Center)**. **(Health Center)** and **(School System)** are responsible for the payment of wages, benefits and employment related taxes for their respective employees, including any unemployment compensation fund payments; and maintain Workers' Compensation insurance as required by Georgia law.

- 4.2. **Management Responsibilities.** Mutual Management Responsibilities will include:
- A. Development of strategic clinical and administrative goals and objectives
  - B. Produce quarterly reports.
  - C. Communication of staffing changes or additions, and supervision of staff
  - D. Assurance of quality of care through appropriate licensing and credentialing of clinicians and a formalized quality improvement and assurance program
  - E. Development of clinical and patient care relationships with other health care providers to integrate and coordinate health service delivery to students
  - F. School nurses, principals other school staff (School Social Worker, Counselor, Parent Liaison, etc.) and teachers will work collaboratively in cases that require follow up of urgent issues
  - G. Complete periodic surveys to evaluate the program and student needs in accordance with **(Health Center)** policies and procedures
  - H. Link children in need of health services with available community resources
  - I. Develop required consents for participation in the programs.
  - J. Comply with all federal and state laws prohibiting discrimination.
  - K. Comply with standards set forth in Title II of the Americans with Disabilities Act.
  - L. Administer the programs in accordance with the revised School Code and State School Aid Act.
  - M. Follow all ( ) **County School System** Communicable Disease Policy and Guideline and other **(Health Center)** occupational safety and health act guidelines regarding transmission of blood borne pathogens such as HIV and Hepatitis B to health care and public safety workers.
  - N. Provide adequate and sufficient management/supervisory staff to fulfill the obligations under this Agreement.
  - O. Provide adequate management and supervision of all employees to assure compliance with the Agreement and applicable legal requirements.

- P. Take all corrective or enforcement measures, including notification of proper officials, to prevent misconduct or non-compliance with applicable legal requirements.
- Q. Shall only use qualified and competent individuals. All parties shall ensure that all personnel are screened, qualified, and successfully tested in accordance with applicable legal requirements. Upon request by any of the parties for any or no reason, a partner will remove and replace any position.

**SECTION V**  
**( ) COUNTY PUBLIC SCHOOLS RESPONSIBILITIES**

- 5.1. **Space and Utilities.** (School System) will provide space and utilities to operate the center including (e. g. trash removal, general cleaning) *Appendix E*-Lease Agreement.
- 5.2. **Promote Program Services.** (School System) will promote (Health Center) programs to students in need of services. In addition, will ensure access to students and other children living in the surrounding community or schools.
- 5.3. **Parental Consent.** (School System) will assist (Health Center) to obtain parental consents.
- 5.4. **Review Practices.** (School System) will intermittently review practices in the clinic to monitor outcomes and compliance with parental consent, request for medical records, release of information and district policies and procedures including but not limited to medication administration, mandated reporting of child abuse and neglect, emergency procedures, palliative care and delegation of health services.
- 5.5 **Program Collaboration** (School System) through Student Health Services will work in partnership with (Health Center) to identify, support and develop health programs and services.

**SECTION VI**  
**( ) MEDICAL CENTER RESPONSIBILITIES**

- 6.1. **Supplies.** (Health Center) will provide supplies for health services provided in the clinic.
- 6.2. **Cost of Travel/Training.** (Health Center) will provide cost of travel conducting clinic business and cost of training for (Health Center) personnel.

- 6.3. **Miscellaneous Cost and Expenses.** **(Health Center)** will provide other miscellaneous cost and expenses related to operate clinic.
- 6.4. **Medical Supervision.** **(Health Center)** shall have a licensed physician as a medical director who supervises the medical services provided by the clinic. The physician must be available to the provider at all times via direct in-person or telecommunication; must monitor and regularly review the practice of the Physician Assistant (PA) or Nurse Practitioner (NP)'s performance.
- 6.5. **Dental Supervision.** **(Health Center)** shall have a licensed dentist as a dental director who supervises the dental services provided by the clinic.
- 6.6. **Student Referrals.** **(Health Center)** will provide referral for primary health care and dental services for follow up and ongoing primary care services to students who do not otherwise have a medical home.
- 6.7. **Quality Assurance Plan.** **(Health Center)** will follow **(Health Center)** Board Approved policies and procedures in adherence to HRSA guidelines covered under Federal Tort as standards of clinical practice and accredited through regulating agencies including JCAHO and HRSA.
- 6.8. **Laboratory Standards.** **(Health Center)** will conform to regulations determined by the accrediting agencies such as JCAHO and or HRSA
- 6.9. **Criminal Background Investigations.** **(Health Center)** will require all personnel/students conducting business on behalf of **(Health Center)** in schools to authorize **(School System)** to perform criminal background investigations according to established **(School System)** policies and procedures prior to placement in School programs. Confirm the background checks and Risk Management and School Police.
- 6.10. **List of Employees.** **(Health Center)** will provide a list of employees working in the school programs to **(School System)**. The list will include name, position, address, phone number, and e-mail address. This list will be periodically updated by **(Health Center)** to maintain a roster of current individuals working in school health programs.

**SECTION VII**  
**SBHC GRANT MUTUAL RESPONSIBILITIES**



7.1. **Advisory Boards.** Form advisory boards. The advisory committee will review clinic policies for parental consent, requests for medical records and release of information to assure that they are in accordance with legislative mandates, **(School System)** policies and procedures and subcontracting agencies policies and procedures. The committee will meet a minimum of four times per year. Representative members to include but not limited to **(Health Center)** staff, Principal, SHS Coordinator & Cluster Nurse, Grants Department, **(Targeted School)** Parent and/or Teacher and Area Superintendent.

7.2. **Grant Applications.** Collaboratively fulfill the provisions delineated in the individual grant applications and related contracts attached to this document as:

*Appendix A – (Targeted School), Contract and Work Plan*

## **SECTION VIII**

### **SBHC GRANT AT (TARGETED SCHOOL)/ (HEALTH CENTER) RESPONSIBILITIES**

8.1. **(Health Center) as Subcontractor.** **(Health Center)** will fulfill the responsibilities of sub-contractor to provide Preventive Health Care Services, Primary Health Care Services and Support Services to students with parental consent at **(Targeted School)** as recipient of the ( ) **Grant**. A description of purpose, needs, programming, resources, and budgets is contained in the Grant Contract, Work Plans and Job Descriptions.

*Appendix A – (Targeted School), Contract and Work Plan*

8.2. **Hours of Operation.** Clinic hours of operation will be consistent with **(School System)** hours and will be posted with written directives for after hours and weekend care. Any additional hours to exceed **(School System)** will be agreed upon by **(School System)** and **(Health Center)**.

8.3. **Adequate Staff.** **(Health Center)** will provide adequate staff to meet grant requirements for the SBHC and fulfill the job descriptions (See Appendix D- Job Descriptions) as listed in the table below **(Targeted School)**. Professionals must be certified, licensed, or eligible for certification in Georgia and accredited by an appropriate national certification association or board and fulfill the duties as described in the job descriptions. Each Center will be staffed at a minimum to include the following:

Physician	0.10 FTE
Nurse Practitioner or Physician Assistant	1.00 FTE
Medical Assistants	1.0 FTE
Intake Coordinator	1.0 FTE

**SECTION IX**  
**(TARGETED SCHOOL) CSHS RESPONSIBILITIES**

- 9.1. **Services at (Targeted School).** (Health Center) will provide preventive and primary medical, dental, and behavioral health services to students through (Targeted School) during school hours. (Targeted School) will maintain the school based clinic and staff it according to (School System) guidelines. (School System) will work in collaboration with (Health Center) to ensure the health needs of students are met. Student Health Services will also serve as a liaison between the school system and (Health Center).
- 9.2. **Funding.** Funding for all clinical, management and support positions for the School Based Health Center will be the responsibility of (Health Center).
- 9.3. **Program Development.** The development of additional programs at the School Based Health Center will be supplemented to increase student's access to health services such as health education and peer group therapy.
- 9.4. **Needs Assessment.** A needs assessment is performed of teachers, staff and students on health education needs. The assessment must be approved by (School System) following established procedures with Research and Evaluation and Director of School Health Programs. Assessment tool to be determined by (Health Center) in collaboration with (School System) Health Services Coordinator.

**SECTION X**  
**CONFIDENTIAL PRIVACY HEALTH INFORMATION**

10.1. **Confidentiality and Privacy**. All students who present to the clinic for services will be seen and assessed by the clinic assistant, Cluster Nurse or Special Needs Nurse. Documentation of visits to the nurse and clinic assistant will be done on the school health records. School health records are governed by the Family Educational Rights and Privacy Act (FERPA). Students with parental consent will be triaged for medical, dental, and social work services provided by **(Health Center)**. **(Health Center)** Medical Records are governed by Health Insurance Portability and Accountability Act (HIPAA). All staff involved in any of the clinical locations in **(School System)** will abide by policies and procedures with respect to confidentiality and patient health information (PHI).

10.2. **Family Educational Rights**. Student information is protected by the Family Educational Rights & Privacy Act (FERPA). All staff in any of the clinical locations in **(School System)** will abide by policies and procedures with respect to confidentiality and student educational records per the FERPA Compliance Agreement attached to this document as (*Appendix B-FERPA Compliance Agreement.*)

10.3. **Health Insurance Portability Act**. **(Health Center)** and **(School System)** shall ensure that its directors, officers, employees, contractors and agents do not use private health information received from **(Health Center)** clinical data in any manner that would constitute a violation of the privacy standards of HIPAA. (*Appendix C – See HIPPA Requirements*)

**SECTION XI**  
**INDEMNIFICATION**

11.1. **Indemnification by (Health Center)**. **(Health Center)** agrees to indemnify and defend **(School System)** against and hold **(School System)** harmless from any liability, loss, damage, cost or expense (including attorney fees) based upon any claim, demand, suit or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause whatsoever with respect to **(Health Center)** or the Premises, except for liability resulting from the willful acts or gross negligence of **(School System)**, its employees, agents, invitees or business visitors to the fullest extent permitted by law.

11.2. **Indemnification by (School System)**. **(School System)** agrees to indemnify and defend **(Health Center)** against and hold **(Health Center)** harmless from any liability, loss, damage, cost or expense including attorney's fees based upon any claim, demands, suit or action by any person or entity with respect to any personal injury (including death) or property damages from any cause whatsoever with respect to **(Health Center)** or the premises, except for liability resulting from the willful acts or negligence of **(Health Center)** its employees, agents or businesses, visitors to the fullest extent permitted by law.

**SECTION XII**  
**MODIFICATIONS TO AGREEMENT**

12.1. **Severability.** All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by **(Health Center)** to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions of this Agreement shall remain in force and effect.

12.2. **Notices.** All notices required under this Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addressees indicated below unless written notification of change of address shall have been given.

If to **(School System)** to:

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Superintendent  
**(School System) and address**

If to **(Health Center)** to:

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President and Chief Executive Officer  
**(Health Center) and address**

12.3. **Waiver of Breach.** Except as otherwise provided herein, this Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by both parties.

12.4. **Binding Agreement.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

12.5. **Conformance.** The parties agree to amend the Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which is subject now or in the future including, without limitation, the Privacy Standards, Security Standards or Transactions Standards (collectively “Laws”). If within ninety (90) days of either party first providing written notice to the other of the

need to amend the Agreement to comply with Laws, the parties, acting in good faith, are i) unable to mutually agree upon and make amendments or alterations to the Agreement to meet the requirements in question, or ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate the Agreement upon thirty (30) days prior written notice.

12.6. **Amendments.** Amendments to the memorandum must be made in writing and signed by the proper agents.

12.7. **Periodic Review and Revision.** Periodic Reviews of this agreement necessitated by changes and extensions of those underlying agreements may result in changes to this agreement. These will be mutually agreed upon by both parties and executed by an addendum.

### **SECTION XIII** **INSURANCE**

13.1. **Types of Insurance.** **(Health Center)** and **(School System)** agree that each shall obtain and maintain in full force and effect such insurance as each deems necessary to cover all insurable risks associated with its obligations under this Agreement and to keep such insurance in force at all times during the term of the Agreement.

13.2. **Evidence of Insurance.** **(School System)**, its Board, and employees shall be named as additional insured for all insurance policies (excluding Workers Compensation) required by Section 17.1, including, but not limited to, the Comprehensive General Liability Coverage not excluding sexual harassment or molestation. An approved certificate of insurance evidencing the required insurance and the additional insureds shall be provided to **(School System)** prior to the commencement of services by **(Health Center)** under this Agreement. The required insurance shall not be cancelable, non-renewable, reduced or materially changed without at least thirty (30) days written notice to **(School System)**. Failure to request or obtain evidence of insurance shall not be construed as a waiver of **(Health Center's)** obligation to provide the required insurance.

13.3. **Adequate Insurance.** **(Health Center)** will maintain insurance as deem necessary by federal, state and local guidelines as deemed through FQHC designated statute and in accordance with agency policies and procedures that are board approved and HRSA sanctioned. **(Health Center)** will furnish on request reasonable evidence of insurance.

**SECTION XIV**  
**BILLING FOR SERVICES TO STUDENTS**

14.1. **Fee Schedule. (Health Center)** shall establish a sliding fee schedule as dictated by the Federal Poverty Guidelines in accordance to HRSA governance. In keeping with Federal governance a sliding fee discount program that meets program requirements allows individuals and families who are uninsured or underinsured to receive services for a fee that is adjusted based on their ability to pay and assures that equitable charges for services are applied across all health center patients. No one will be denied access to services due to inability to pay.

14.2. **Billing Procedures. (Health Center)** will establish a process and maintain billing which does not breach the confidentiality of the clients being served.

**SECTION XV**  
**REPORTING AND RECORD KEEPING REQUIREMENTS**

15.1 **Urban Health Program (UHP). (Health Center)** will submit reports to Director of Urban Health Program at Emory University as required in the grant agreement between Urban Health Program. All reporting will be provided to **(School System)** Student Health Services. (*Appendix D -UHP Reporting Requirements.*)

15.4. **(Health Center). (Health Center)** and **(School System)** will develop a reporting tool and plan for **(Targeted School)** School Based Health Center.

15.5 **Program Roster. (Health Center)** will Provide a roster of personnel providing services through the school programs. (*Appendix E-Health Center Personnel Roster*)

15.6. **Financial Records.** In accordance to standard accounting principles **(Health Center)** will submit a monthly budget cost detail form with monthly invoice to Urban Health Program detailing expenditures of SBHC funds received through implementation funding. (*Appendix K-Financial Status Report.*)

**SECTION XVI**  
**MISCELLANEOUS**

- 16.1. **Attached Appendices.** All of the attached appendices form an integral part of the understandings and agreements between the Parties and are as such a part of the Agreement.
- 16.2. **Non-Assignment.** Neither the Agreement nor any part of it shall be assigned or subcontracted by **(Health Center)** without prior written consent of **(School System)**.
- 16.3. **Force Majeure.** In the event and to the extent either Party is unable to perform its obligations under this Agreement because of any act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond such Party's control, such Party shall be excused from performance of the Contract.

**SECTION XVII**  
**SPECIAL CERTIFICATION**

The individual officer signing this agreement certifies by his/her signature that he/she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

**( ) COUNTY PUBLIC SCHOOLS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Superintendent

Its: \_\_\_\_\_

**( ) MEDICAL CENTER**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Executive Director

[Attach Appendices:](#)