

(Program Title)

## **SCHOOL-BASED HEALTH CENTERS POLICIES AND PROCEDURES**

### **Memorandum of Understanding**

#### **POLICY STATEMENT**

A memorandum of understanding (MOU) is designed to formalize a continuing relationship between partners such as public school and health care organizations, regarding the operation of a School-Based Health Center (SBHC). Such agreements are also known as Letters of Agreement (LOA), Memorandum of Agreements (MOA), and contracts.

#### **PROCEDURE**

A MOU may contain the following, including but not limited to:

- Terms of Agreement
- Roles, responsibilities of each agency
- Preparation of reports
- Data collection
- Confidentiality
- Sharing of information (HIPAA, FERPA)
- Funding and resources
- Marketing
- Governance structure
- Goods and services provided by each agency including:
  1. Liability
  2. Cost of and payment for goods and services
  3. Billing and reimbursement
  4. Procedures for obtaining appointments, consultation, referrals, etc.
  5. Emergency and after hours care
- Records management
  1. Access to records when the SBHC is closed
  2. Storage of records on and off site
- Overview of personnel issues (shared staff)
  1. Job descriptions
  2. Selections

3. Credentials
  4. Privileging
  5. Space, office and telephone arrangements
  6. Orientation and training
  7. Personnel policies and procedures
  8. Supervision
  9. Participation in meetings
  10. Evaluation
  11. Disciplinary action and process
- Addressing priorities and resolving differences between the agencies

The MOU will be within state laws regarding such agreements, especially in regards to binding authority and conflict of interest laws. Authorized officers of each partner will be able to execute the MOU. The MOU will be updated and signed annually.

School-Based Health Alliance

**Memorandum of Understanding**  
**Between**  
***School District Name and Community Health Center Name***

**Purpose**

*XYZ Health Center, Inc. (HHC) Community Health Center Name and School District Name* are entering into this Memorandum of Understanding (MOU) for the provision of physical health and dental health care services to the children of **Community Name** in school-based health clinics (District SBHCs) from **Date to Date**. This MOU addresses services at **School Name(s)**.

**Responsibilities of the Parties**

The Parties (Parties) understand that each should be able to fulfill its responsibilities under this Memorandum of Understanding (MOU) in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or the operating procedures of either Party. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

***Community Health Center Name* will:**

1. Provide administration and oversight to the District SBHC(s) in accordance with the terms of the **Grant Name(s)** and this MOU.
2. In collaboration with **School District Name**, establish a District SBHC(s) Policy and Procedure Manual that operationalizes the responsibilities outlined in this MOU.
3. Be responsible for obtaining and maintaining all required licenses, waivers and certifications for the District SBHC(s).
4. Be responsible for the hiring and supervision of all District SBHC(s) staff and/or consultants as outlined in the *SBHC Human Resources policies and procedures*. **Name of School District** representatives will be invited to participate in the interview process if appropriate.

5. Be responsible for credentialing all District SBHC site(s) and professional staff including confirmation of malpractice insurance, professional development and conferences as outlined in the *SBHC Credentialing policy and procedure*.
6. Provide documentation of all required licensure and professional insurance.
7. Obtain consent and enrollment information from parents or legal guardians so that students can access the District SBHC in accordance with the *SBHC Consent and Enrollment policies and procedures*.
8. Establish and maintain medical and/or dental records for students who receive services at the District SBHC(s) as outlined in the *SBHC Medical and Dental Record policies and procedures*.
9. Provide and oversee medical (physical) and dental (oral health) services in a timely manner including screenings, well child exams, immunizations, sports and job physicals, acute care, chronic disease management and referrals regardless of insurance coverage as outlined in the *SBHC Services policy and procedure*. (No student will be charged for physical exams).
10. Provide services to children who are primarily **Community Name** residents. The children of the **School District Name** will be given priority for scheduling appointments. Clients living outside of the city may be seen if there is time available as outlined in *SBHC Services Eligibility policy and procedure*.
11. Provide medical and dental staff to deliver services during hours when school is in session as outlined in the *SBHC Staffing policy and procedure*. *Community Health Center Name* will inform **School District Name** in writing of scheduled dates when staff will not be available. **Community Health Center Name** will try to schedule these dates on teacher work day or school holidays.
12. Provide 24 hour access to medical and dental services to serve the needs of **School District Name's** children. This will include: medical and/or dental personnel onsite at Downey eight (8) hours per day Monday – Friday, except for holidays, agency meetings, or days when school is closed due to weather conditions, and after hours care at night and on the weekends when the District SBHC(s) are closed as outlined in the *SBHC Hours of Operation and 24 Hour Access to Care policies and procedures*. **Community Health Center Name** will work with **School**

- District Name** to ensure all children requiring immediate access to medical or dental care during the school day are triaged and provided the care needed.
13. Make referrals to **School District Name** for students needing mental health services in accordance with the SBHC policies and procedures.
  14. Coordinate transportation services as outlined in the *SBHC Transportation policy and procedure*.
  15. Develop, in cooperation with **School District Name** policies and procedures to comply with applicable State-mandated health requirements.
  16. Participate in SBHC Collaborative Team Meetings to discuss operation of the SBHC at least monthly, as outlined in the *SBHC Collaborative Team Meetings policy and procedure*.
  17. Establish, with **School District Name**, a SBHC Advisory Council with broad representation from a wide variety of stakeholders including but not limited to medical sponsor, school personnel, parents, students, community health departments and agencies, private physicians, local hospital, business community, and faith community to provide input to and support for the District SBHC(s) as outlined in the *SBHC Advisory Council policy and procedure*.
  18. Establish a SBHC quality improvement system that includes medical and dental performance measures and stakeholder satisfaction as outlined in the *SBHC Quality Improvement policy and procedure*
  19. Prepare a services report for **School District Name** a quarterly as outlined in the *SBHC Services Report policy and procedure*.
  20. Provide all materials, supplies, equipment and other items necessary to the provision of students' physical and dental health care services, with the exception of one (1) fax machine and one (1) copy machine, which has been provided by **School District Name**.
  21. Be responsible for the maintenance of all medical and dental equipment as outlined in the *SBHC Equipment Maintenance policy and procedure*, including that which was previously purchased by **School District Name**. Maintenance agreements will be developed and maintained with the manufacturers of the dental and medical equipment per the recommendation of the manufacturer.

22. Manage claim and encounter submissions, including submission of bills to health insurance companies and MCO's, in a timely manner as outlined in the *SBHC Billing and Collections policies and procedures*.
23. Establish a separate SBHC account where reimbursement for medical and dental services will be deposited as outlined in the *SBHC Revenues policy and procedure*. The funds in this account can only be used to support the SBHC operation.
24. Deliver all services described in this MOU in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and regulations promulgated thereunder, and other governing state and/or federal laws and regulations as outlined in the *SBHC confidentiality, HIPAA, and Family Education Rights and Privacy Act (FERPA) policies and procedures*, and any amendments thereto.
25. Protect the privacy and confidentiality of patient health information in accordance with the
26. Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and regulations promulgated thereunder; the Pennsylvania Drug and Alcohol Abuse Control Act governing the confidentiality of drug and alcohol abuse patient records (Act 63); the Confidentiality of HIV Related Information Act (Act 148); and other governing state and/or federal laws and regulations as outlined in the *SBHC confidentiality, HIPAA, and FERPA policies and procedures*.
27. Share client information with **School District Name** as necessary for the provision of services, administration of the SBHC, and accountability to the extent allowable and in accordance with governing state and/or federal laws and regulations as outlined in the *SBHC confidentiality, HIPAA, and FERPA policies and procedures*.
28. Notify **School District Name** of any unauthorized possession, use, knowledge, or attempt thereof, of any protected health information data files or other confidential information; promptly furnish to **School District Name** full details of the unauthorized release of such confidential information; and assist with the investigation or prevention of the further release of such information as outlined in the *SBHC confidentiality, HIPAA, and FERPA policies and procedures*.

**School District Name will:**

1. Provide appropriate referrals and facilitate appointment logistics of students to the District SBHC in accordance with the *SBHC Referrals, Appointment Scheduling, and Appointment Logistics policies and procedure*.
2. Provide in-kind staff support to the District SBHC operations including, but not limited to, the District Director of Health Services, the Dental Hygienist, School Nurse and/or Health Technician.
3. Provide mental health counseling to students identified and referred by the District SBHC as outlined in the *SBHC Mental Health Counseling Referral policy and procedure*
4. Participate in SBHC Collaborative Team Meetings to discuss operation of the District SBHC at least monthly as outlined in the *SBHC Collaborative Team Meeting policy and procedure*.
5. Establish, with **Community Health Center Name**, a SBHC Advisory Council as outlined in the *SBHC Advisory Council policy and procedure*.
6. Provide the facilities, utilities and equipment including but not limited to fax, copy, printing and internet services at District SBHC(s) adequate for the provision of physical health and dental care services as outlined in the *SBHC Facilities, Utilities and equipment policy and procedure*.
7. Provide telephone and computer network support for the District SBHC(s) purposes (not including the cost for the Language Line) as outlined in the *SBHC Telephone and Computer Network Support policy and procedure*.
8. Provide custodial and maintenance services for the District SBHC(s) as outlined in the *SBHC custodial and maintenance services policy and procedure*.
9. Provide monthly invoices to **Community Health Center Name** for the cost of transportation of students and be reimbursed by HHC for that cost up to the amount specified in the grant.
10. Comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, 45 CFR Parts 160 and 164, Related Excerpts from the Preamble and Final Regulation Text Amended as of August 14, 2002: 160.102 Applicability and 164.504 Uses and Disclosures: Organizational Requirements (a) *Definitions Health Care Component and Hybrid entity*, (b) *Standard: health care component*, (c) (2) *Standard Requirements*, and (c) (3) *Responsibilities of the Covered Entity* as outlined in the *SBHC Confidentiality, HIPAA, and FERPA policies and procedures*.

11. Comply with the Family Education Rights and Privacy Act, (FERPA), *as amended*, 20 U.S.C. 1232g, Distinguishing Education Records from Health Records, and Access to and Use of School-Based Student Health Information, U.S. Department of Health and Human Services, "Standards for Privacy of Individually Identifiable Health Information, Federal Register 65, no. 250 (December 28, 2000): 82483, 82496, 82595 as outlined in the *SBHC Confidentiality, HIPAA, and FERPA policies and procedures*.
12. Share client information with **Community Health Center Name** as necessary for the provision of services, administration of the SBHC and accountability to the extent allowable and in accordance with governing state and/or federal laws and regulations as outlined in the *SBHC confidentiality, HIPAA, and FERPA policies and procedures*.
13. Notify HHC of any unauthorized possession, use, knowledge, or attempt thereof, of any protected health information data files or other confidential information; promptly furnish to **Community Health Center Name** full details of the unauthorized release of such confidential information; and assist with the investigation or prevention of the further release of such information as outlined in the *SBHC confidentiality HIPAA, and FERPA policies and procedures*.

### **Professional Liability**

The Parties shall each be responsible for their respective acts or omissions in the performance of medical services under this MOU and neither party shall incur any liability for the performance of the other party. **School District Name** affirms that it carries a professional liability insurance policy as required by law in sufficient amounts to cover any personal injury or loss that may occur through the provision of services by its medical staff under this MOU. **Community Health Center Name** affirms that it has professional liability insurance coverage under the Federal Tort Claims Act (FTCA) in levels and amounts as required by law for any HHC staff providing services under this MOU.

### **General Liability**

The Parties shall each be responsible for their respective professional liabilities consistent with the preceding provision. As to personal and property damage unrelated to the provision of medical or dental services under this MOU, **School District Name** affirms that it carries a general liability



insurance policy sufficient in amount and coverage which will apply to any personal injury or loss or property damage that may occur on the SBHC's property.

### **Termination**

Either Party may terminate this MOU by giving written notice of termination to the other Party at least 60 days prior to the intended date of termination. Any equipment purchased prior to the signing of this MOU, and still within its useful life, shall be returned to **School District Name** in good operating condition. Any equipment purchased subsequent to this MOU shall be kept by **Community Health Center Name**.

### **Extension**

**School District Name** and **Community Health Center Name** SBHC collaborative team agree to review this MOU annually, at least 60 days prior to its expiration date. Extension of this MOU for a specified period of time must be by mutual agreement of **School District Name** and **Community Health Center Name** and must be put in writing. Suggestions for recommended changes, clarifications, deletions or additions will be discussed at the monthly SBHC collaborative team meeting. Mutually agreed upon extensions of this MOU for a specified period of time and changes to the MOU must be incorporated into an addendum which must be signed by the authorized representatives of **School District Name** and **Community Health Center Name**.

### **Amendment**

This MOU shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

### **Notice of Failure to Perform**

If either of the Parties to this MOU is dissatisfied with the performance by the other Party of any obligations imposed under the terms of this MOU, the dissatisfied Party shall request in writing that its grievance(s) be placed on the monthly meeting agenda of the SBHC collaborative team meeting for discussion, action and resolution. The performing Party shall have 10 working days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied Party, and/or to resolve any disagreement between the Parties. The grievance procedure will be executed in accordance with the *SBHC Non-Performance Policy and Procedure*.

### **Scope of Agreement**

This MOU incorporates all the agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this MOU.

### **Assignment**

The Parties shall not assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without prior written approval from the other Party.

### **Funds Accountability and Accounting**

The Parties hereto agree that each shall maintain appropriate records for strict accountability for all receipts and disbursements of funds transferred or expended pursuant to this MOU, pursuant to established federal and *State's Name* cost accounting requirements.

### **Surplus of Funds**

Disposition of any surplus funds should be determined in consultation with the SBHC collaborative team.

### **Subcontracting**

The Parties may not subcontract any portion of this MOU without obtaining the prior written approval of the other Party.

**Duration of MOU**

This MOU shall be in force from ***Date through Date.***

**Notice**

Any notice required to be given pursuant to the terms of this MOU shall be in writing and shall be hand-delivered or sent by certified mail to the addresses listed in [Exhibit A: List of Addresses] attached hereto. Either Party to this MOU may change the address to which notice is to be submitted by notice delivered pursuant to this section.

**Signatures**

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this MOU effective as of the date first above written.

Dated: \_\_\_\_\_, 2009

BY: \_\_\_\_\_

CEO, ***Community Health Center Name***

Dated: \_\_\_\_\_, 2009

BY: \_\_\_\_\_

Superintendent, ***School District Name***

School-Based Health Alliance