

**THIS IS A SAMPLE ONLY – ALL MOUs SHOULD BE REVIEWED BY AN ATTORNEY**

(SAMPLE)  
Memorandum of Understanding  
Between  
(insert name of) School District or Charter School  
And  
(insert legal name of Medical Sponsor)  
For the Provision of School-Based Health Care

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ School District, hereinafter “District”, and \_\_\_\_\_, (insert “a Colorado non-profit corporation” or other legal designation applicable to Medical Sponsor), hereinafter “Medical Sponsor”, to formalize our agreement regarding the implementation and operation of a school-based health center on District property.

The parties hereby agree to collaborate on the implementation and operation of a school-based health center (hereinafter “SBHC”) at \_\_\_\_\_ (name of school) located at \_\_\_\_\_ (address of school).

Obligations of District:

1. Designate and renovate an interior space of approximately \_\_\_\_\_ square feet to be occupied by the SBHC rent-free. The space, as renovated, will have a reception/waiting area, [one] exam room with accessible hand-washing sink, one counseling/health education room, one provider office, a unisex bathroom, designated lab space with clean and dirty areas, a secure area for storage of supplies and medications, and a secure area for records storage. The space will also be electrical, phone and internet ready.
2. Provide all utilities, [three] telephones, internet access, janitorial services, routine maintenance and repairs, removal of non-hazardous waste, security services.
3. Actively promote the SBHC to school personnel, students and families.
4. Designate the school principal as liaison between school personnel and SBHC personnel in planning and problem solving around issues concerning the SBHC. The principal will assist Medical Sponsor in developing an annual budget for SBHC operations to include the value of in-kind support from District.
5. Designate the school nurse and the school psychologist/social worker to participate in the development and implementation of joint protocols, policies and procedures that ensure

continuity, quality, and confidentiality of school nursing, school mental health, and SBHC services.

6. Provide information technology support.
7. Maintain appropriate records and strict accountability for all funds provided to or by District for implementation and operation of the SBHC.
8. At the time of annual school registration, obtain consent from the parents or legal guardians of children under the age of 18 years \_\_\_\_\_ (describe the eligible population to be served by the SBHC) who wish to be served by the SBHC. The wording of the consent form(s) will be agreed upon in advance by District and Medical Sponsor.

Obligations of Medical Sponsor:

1. Furnish, equip and supply the SBHC as required to ensure quality and confidentiality of SBHC services.
2. Arrange for hazardous/biological waste disposal in compliance with federal and state laws.
3. Manage the operation of all services provided in the SBHC by any and all sub-contractors. Oversee contracts and performance expectations of sub-contracting organizations.
4. Provide the following health services to eligible children:
  - treatment of minor acute injury and illness
  - well-child/well-adolescent exams and sports physicals
  - immunizations
  - routine (CLIA-waived) laboratory tests
  - management of chronic illness
  - mental health assessment and treatment, including drug/alcohol treatment
  - case management and referral
  - age-appropriate reproductive health services
  - health education and health promotion
  - medications and/or prescriptions for medications
  - (add any dental services to be provided)

Services will not include hospitalization, after-hours emergency care, treatment of complex medical or mental health conditions, medical x-rays or any other medical procedure that cannot be performed by an advance practice nurse or physician assistant under state law or that requires facilities beyond those available in the SBHC.

No health services shall be provided to a child under the age of 18 years by the Medical Sponsor or sub-contracting organization without the prior written consent of his or her

**parent or legal guardian.** However, in a life or health-threatening emergency, employees of the Medical Sponsor may provide life support services without written or oral parent or guardian consent.

5. Ensure that physician assistants and/or advanced practice nurses employed by the Medical Sponsor and providing services in the SBHC are operating within their scope of practice as defined by state law.
6. Ensure compliance with all applicable federal and state regulations regarding medical facilities and medical practice including those of the Occupational Health and Safety Administration (OHSA) and the Clinical Laboratory Improvement Amendments (CLIA) administered by the Center for Medicare and Medicaid Services, and the Colorado Board of Pharmacy.
7. Designate one individual who will represent Medical Sponsor in its relationship with District under this MOU and will serve as the primary liaison to District coordinate the exchange of information between the parties.
8. Ensure that employees and contractors treat all individuals in a nondiscriminatory manner, regardless of race, ethnicity, religion, national origin, citizenship, age, sex, sexual orientation, preexisting medical condition, physical or mental handicap, source of payment, economic status or ability to pay for services provided.
9. Assume responsibility for funding SBHC operations and serve as the fiscal agent for public and private grants and contracts. Develop an annual budget for SBHC operations. The annual budget will include all anticipated sources of revenue for the SBHC including grants, contracts, and donations, reimbursement for services collected from insurance carriers, and the value of in-kind support from District, as well as all anticipated expenses.
10. Maintain appropriate records and strict accountability for all funds provided to or by Medical Sponsor for implementation and operation of the SBHC.

Further Agreements of the parties:

1. The parties will jointly sponsor a Community Advisory Committee made up of representatives of each party to this MOU, representatives of the community at large, and SBHC users (parents and students). The District will convene and support meetings of the Community Advisory Committee at least twice each year. The Committee will review the use and coordination of shared resources for operation of the SBHC, utilization of services provided, need for additional services or programs and coordination between school staff, SBHC staff and any sub-contracting organizations.
2. Medical Sponsor will require its employees and the employees of all sub-contractors to undergo criminal background checks. Notwithstanding the foregoing, Medical Sponsor agrees that upon District's request and at District's expense, each employee of Medical Sponsor or sub-contractor who works in the SBHC may be subject to another criminal

background check similar to that which District is legally obligated to perform on any new employee. Medical Sponsor agrees to cooperate with District in obtaining authorizations from such employees consenting to such background checks. Medical Sponsor agrees to honor any request by District to not use any individual to provide services in the SBHC based on the results of the background check.

3. The ownership and right to control of all medical records, test results and supporting documents prepared in connection with the delivery of services in the SBHC will vest exclusively in Medical Sponsor. However, Medical Sponsor agrees that copies of such medical records will be released to a patient, parent or legal guardian, as applicable, pursuant to a valid consent or to a third party as provided by applicable federal or state law. The parties expressly agree that such medical records will not be released to District nor will District have access to any of the contents of such medical records and such medical records will not be considered “educational records” as such term is defined in the Family Education Rights and Privacy Act of 1974. This section will survive termination of this MOU.
4. Medical Sponsor, at its sole expense, will secure prior to the provision of SBHC services, and will maintain during the term of this MOU: (i) commercial general liability insurance covering itself, its respective employees, contractors and agents, with commercially reasonable limits; and (ii) appropriate workers’ compensation insurance as required by Colorado law; and (iii) appropriate levels of professional liability insurance which covers the provision of the medical services furnished by the Medical Sponsor’s employees at the SBHC. Medical Sponsor will also ensure that sub-contractors and employees of subcontractors are likewise covered for general liability, worker’s compensation and malpractice.
5. Children receiving SBHC services shall be charged the usual and customary fee for said services by the Medical Sponsor. However, no eligible child shall be denied services due to an inability to pay. A sliding fee schedule will be implemented by the Medical Sponsor based on the ability of a child or his or her family to pay. It is expressly understood by and between all parties that the District shall, in no event, be liable for any charges for services rendered to its students by the Medical Sponsor, regardless of whether or not payment is made by student or student’s parents.
6. The Medical Sponsor will manage the submission of claims to the appropriate insurance carrier, i.e. Medicaid, Child Health Plan *Plus* and private insurers. Reimbursements collected either through co-pays or reimbursement by insurance shall be credited to the SBHC account.
7. The Health Insurance Portability and Accountability Act (HIPAA) and respective regulations guide management and protection of personal health information in medical records kept by Medical Sponsor and all sub-contractors providing health care in the SBHC. Medical Sponsor and all sub-contracting medical providers are HIPAA covered entities. The parties agree that personal health information in medical records maintained by

Medical Sponsor in the SBHC will not be released to school personnel without required patient or parental consent.

8. The Family Educational Rights and Privacy Act (FERPA) guides management and protection of personal information in education records maintained by District employees including school nurses and school psychologists, social workers and counselors. Education records, including immunization records, are specifically exempted from HIPAA privacy regulations.
9. Colorado law and regulations allow minors to consent for and receive the following confidential health services: alcohol/drug abuse treatment, outpatient mental health treatment, contraceptives, pregnancy care, and STD/HIV diagnosis and testing.

Under HIPAA:

Medical Sponsor and sub-contracting health care organizations are permitted to disclose the following without parental consent:

- Personal health information related to a child's immunization status may be provided to school nurses. School nurses are recognized under HIPAA as limited "public health entities" for the limited purpose of receiving immunization-related information to prevent and control disease.
- Personal health information may be provided to a medical provider, including a school nurse, who is providing care and treatment to the child if it is reasonable to believe that the provider will (i) take appropriate steps to protect the information and (ii) will not use or disclose the information for any purpose other than the delivery of health care to the child.

District employees may disclose the following to Medical Sponsor without specific parental consent:

- Personal health information may be released in any emergency when the information may be necessary to protect the health or safety of the student or other persons; FERPA allows for health information in student education records to be released to SBHC clinicians in an emergency or when the information is necessary to protect the health or safety of the student or other persons.
  - Personal health information related to a child's immunization status may be provided as school nurses are recognized under HIPAA as limited "public health entities" for the limited purpose of providing immunization-related information to prevent and control disease.
11. District and Medical Sponsor agree to use appropriate safeguards to prevent use or disclosure of personal health information consistent with HIPAA privacy rules and

state regulations; District will not use or routinely disclose students' health status information maintained in educational records in a manner that would violate the requirements FERPA or Colorado laws regarding provision of confidential services to minors.

12. In the case of a medical emergency on school property outside the SBHC facility, the school nurse is the primary provider of first aid and is the first line of response. If the school nurse is not available in an urgent or emergent situation, other appropriate school personnel will respond to the situation. When necessary, SBHC clinicians may be called to the scene, but will follow Medical Sponsor's direction and procedures regarding their involvement in response to urgent or emergent situations. Sub-contracting organizations will communicate information about their procedures and directions to SBHC clinicians, to the school nurse, and to the school principal so that these can be taken into account in emergency response planning.
13. The parties agree to design and annually execute an evaluation of SBHC processes, students' health status, and student health needs. Both parties will identify, collect, analyze and share data necessary to perform the agreed upon evaluation. Evaluation results will be used to improve the SBHC's efficiency, effectiveness, utilization and financing in order to increase students' access to primary health care.

#### EXECUTION OF THIS MEMORANDUM OF UNDERSTANDING

The parties agree that:

1. This MOU shall not become effective or binding on any party hereto until it has been fully executed by all parties.
2. This MOU shall be binding on both parties, their successors and assigns.
3. Both parties shall review terms and conditions of the MOU during March of each year. Any amendment desired by one party to the MOU will be proposed to the other party by April, will be negotiated and decided upon prior to the last day of the school year, and will become effective and binding on the first day of the following school year.
4. The MOU reflects the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior oral or written statements, understandings or correspondence.
5. The persons signing the MOU have been fully authorized to execute this agreement and to validly and legally bind District and Medical Sponsor to all the terms, performances and provisions herein set forth.
6. The effective date of this MOU shall be \_\_\_\_\_, 20 , and the MOU shall continue in effect until one party gives the other party written notice of its desire to terminate. This MOU may be terminated without cause by District or Medical Sponsor. The effective date of termination will be ninety (90) days after a party's written notice of desire to terminate is received by the other party, or upon a mutually agreed upon termination date.
7. Notwithstanding the above termination provision, if at any time any party is unable to perform its obligation under this MOU consistent with such party's statutory and regulatory mandates,

the affected party shall immediately provide written notice to the other party and seek a mutually agreed upon resolution.

8. The notice of termination, and all other communication related to this MOU shall be mailed to the parties at the following addresses:

For District:

For Medical Sponsor:

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed.

Dated: \_\_\_\_\_, 20

BY: \_\_\_\_\_  
Medical Sponsor representative

Dated: \_\_\_\_\_, 20

BY: \_\_\_\_\_  
District representative

If Dental Services are to be provided, consider adding:

*Provision of the Dental Health Services.* Dental services may include oral hygiene education, oral health screenings, dental cleanings, sealants and fluoride varnish. Dental Services will be performed by licensed dental hygienists and licensed dental assistants. Dental Services will not include the provision of dental fillings, extractions or sedations or any other dental procedure that cannot be performed by a dental hygienist or a dental assistant under the Dental Practice Law of Colorado (CRS 12-35-101 *et. seq.*), other applicable state law, or that requires facilities beyond those available in the SBHC

Also consider adding language related to assistance with Medicaid and Child Health Plan *Plus* enrollment if this services is to be provided.