

TO BE SIGNED WHEN FUNDING IS SECURED

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding among Aurora Public Schools (APS), Aurora Mental Health Center (AuMHC) and Rocky Mountain Youth Clinics (RMYC)

1. This is a Memorandum of Understanding (MOU) among APS, AuMHC and RMYC for the purpose of establishing and maintaining effective working relationships and implementing the Aurora Central School Based Health Center (SBHC). This MOU serves to reaffirm the understanding between the parties and to serve as the operating agreement among the parties for the purposes of providing preventive and primary health care and mental health services through the SBHC. The term of the MOU shall be 07/01/15 to 6/30/18.
2. **Aurora Public Schools** will provide the following:
 - a. Physical space for the clinic site
 - b. Financial support for the provision and maintenance of all utilities (heat, lights, electricity, air conditioning, and telephone)
 - c. Maintenance of (i) Workers' Compensation coverage at the applicable statutory limits and (ii) General Liability Insurance as shall protect the entity, its officials officers, directors, employees, contractors, volunteers and agents from claims which may arise from services performed under this MOU.
 - d. Custodial services and typical supplies for restrooms (soap, tissue, paper towels).
 - e. Maintenance of clinic site, data and phone lines, security system.
 - f. School Nurse Liaison interface with health center staff for operational issues and collaboration.
 - g. School Nurse Liaison follow-up for referrals from the SBHCs to APS nursing staff.
 - h. Health Services Director interface with APS administration

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- i. Support and encouragement from school administrators for parents to utilize the services of the SBHC to establish a medical home for their children.
 - j. Provide assistance in obtaining Medicaid and insurance information for students and families.
 - k. Health Services Director and other management level staff who will participate in the community Advisory Council (CAC) which is comprised of key stakeholders and partners from APS, RMYC, AuMHC and other community agencies. The CAC will provide assistance in the development and implementation of policies and procedures, strategic planning and the identification and coordination of resources at the SBHCs.
 - l. Leadership for completion of ongoing grants to sustain the project.
 - m. Relevant data to inform the required reports for funders.
 - n. Commitment to the collaboration
 - o. Evaluation/outcome measurements.
 - p. Encouragement of family involvement in promoting the health and development of children and families.
3. **Rocky Mountain Youth Clinics** will provide the following:
- a. Services of a clinical director to supervise delivery of care and provide consultation .
 - b. The following services utilizing protocols established at their other clinics: treatment of minor illness and injury, immunizations, routine lab tests, physical/wellness exams; sports physicals, management of chronic illness, mental health assessments and referrals to community agencies for other necessary care.
 - c. Management level participation in the CAC
 - d. Staffing the clinic with competent, credentialed and reliable individuals; hiring, training, supervision of the mid-level practitioner and ancillary personnel who will provide direct medical services to APS students enrolled in the SBHCs.
 - e. Maintenance of all insurance and licenses needed to operate a medical clinic. RMYC shall obtain and maintain insurance during the

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life of this MOU (and shall provide certificates or endorsements to APS as proof of such coverage) at its own expense and from an admitted insurer authorized to operate in Colorado, at minimum, (i) Workers' Compensation coverage at the applicable statutory limits, (ii) General Liability Insurance as shall protect the entity, its officials, officers, directors, employees, contractors, volunteers and agents from claims which may arise from services performed under this MOU, whether such services are provided by RMYC, APS, its officials, directors, employees, contractors or agents or by anyone directly or indirectly employed by any of them, with coverage that shall not be less than \$3,000,000 per incident. APS shall be named as an additional insured on RMYC's General Liability Insurance Policy and (iii) appropriate levels of Professional Liability insurance which covers the provision of the medical services furnished by RMYC's employees at the SBHCs.

- f. Responsibility for operation of the clinic.
 - g. Medical oversight of the care delivered: policies, protocols, quality assurance.
 - h. Establishment of administrative, record keeping and reimbursement system for the services provided at the SBHC. Patient medical records are the property of RMYC and all requests pertaining to the disclosure of medical records information will be referred to RMYC.
 - i. Medical supplies, clinic equipment, patient record system.
 - j. Assistance with completion of ongoing grants to sustain the project
 - k. Relevant and timely data to inform the required reports for funders.
 - l. Commitment to the collaboration
 - m. Evaluation/outcome measurements.
 - n. Encouragement of family involvement in promoting the health and development of children and families.
4. **Aurora Mental Health Center** will provide the following:
- a. Provision of mental health services to APS students by competent, credentialed and reliable individuals; hiring, training and supervising the mental health therapists.

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- b. Maintenance of all insurance and licenses needed to operate a mental health clinic. AuMHC shall obtain and maintain insurance during the life of this MOU (and shall provide certificates or endorsements to APS as proof of such coverage) at its own expense and from an admitted insurer authorized to operate in Colorado, at minimum, (i) Workers' Compensation coverage at the applicable statutory limits, (ii) General Liability Insurance as shall protect the entity, its officials, officers, directors, employees, contractors, volunteers and agents from claims which may arise from services performed under this MOU, whether such services are provided by, AuMHC, its officials, directors, employees, contractors or agents or by anyone directly or indirectly employed by any of them, with coverage that shall not be less than \$3,000,000 per incident. APS shall be named as an additional insured on AuMHC's General Liability policy and (iii) appropriate levels of Professional Liability insurance which covers the provision of the mental health services furnished by AuMHC at the SBHC.
- c. Professional oversight of the care delivered: policies, protocols, quality assurance.
- d. Office supplies, equipment, patient record system
- e. Assistance with completion of ongoing grants to sustain the project
- f. Relevant and timely data to inform the required reports for funders
- g. Commitment to the collaboration
- h. Evaluation/outcome measurements.
- i. Establishment of administrative, record keeping and reimbursement system for the services provided at the SBHCs. Patient mental health records are the property of AuMHC and all requests pertaining to the disclosure of medical records information will be referred to AuMHC.

5. General Provisions

- a. **Background Checks.** RMYC and AuMHC agree that each person who will perform work under this MOU and interact with APS students will be subjected to a criminal background check similar to that which

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APS is legally obligated to perform on any new employee. If as a result of the background check, APS does not approve an individual to serve under the MOU, then RMYC and/or AuMHC agree to the extent possible to furnish another person within one week. If such permanent replacement cannot be located within one week, RMYC and/or AuMHC can fill the position with a substitute until a permanent employee can be retained, provided that a permanent replacement must be found within three weeks.

- b. **Independent Contractor Status.** Any person performing work under the MOU on behalf of RMYC or AuMHC shall not be an employee of APS, but shall operate as and have the status of an independent contractor. APS shall not be responsible in any way for the payment of any wages (whether regular or overtime) to such persons. RMYC and AuMHC shall be required to withhold such taxes as are required by law, including and FICA tax or unemployment or workers' compensation tax. RMYC and AuMHC shall also be responsible for the payment of any employment benefits to be paid to persons who perform work under this MOU. Neither RMYC, AuMHC nor any person acting on their behalf shall have any power to contractually bind APS or incur any debt or obligation on behalf of APS, except as authorized in writing by APS prior to binding or obliging APS.
- c. **Child Abuse Reporting.** RMYC and AuMHC agree that each person who performs work on its behalf under this MOU shall immediately report any suspicions of child abuse or neglect to social services and then the Nurse Liaison upon becoming aware of information which forms the basis for such suspicion. (Colorado Revised Statutes defining abuse and neglect are found at C.R.S. Section 10-1-103.) RMYC and AuMHC agree to inform APS immediately if it has knowledge that would lead a reasonable person to conclude that one of its employees poses an unusual potential for physical, emotional or psychological harm to any student, employee or patron of APS.
- d. **HIPAA Compliance.** The provisions of the Healthcare Insurance Portability and Accountability Act of 1996 and implementing

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regulations (HIPAA) governs the use and disclosure of “protected health information” as HIPAA defines that term. Should RMYC and AuMHC be considered “covered entities” as HIPAA defines that term, it agrees that it will not use or disclose protected health information except as permitted by HIPAA or applicable state law. To the extent that HIPAA requires authorization for any use or disclosure of protected health information, RMYC and AuMHC will be responsible for obtaining directly from the individuals whose protected health information is to be used or disclosed, any authorizations to use and/or disclose protected health information. As may be needed for the provision of the medical and mental health services. RMYC and AuMHC will also provide individuals, their parents or their legal guardians, as applicable with RMYC and AuMHC “notice of privacy practices” as required by HIPAA. This HIPAA Compliance section will survive expiration or termination of this MOU.

- e. **Confidentiality.** Each party agrees to protect the Confidential Information of the other party. For purposes of this MOU, the term “Confidential Information” includes any information pertaining to the business of either party that is not generally known to the public, including but not limited to (i) internal correspondence and memoranda; (ii) policies, procedures and plans of such party; and (iii) marketing, data and financial information. Confidential information does not include information that: (i) was in the public domain at the time of disclosure to the other party or thereafter becomes part of the public domain through no act or omission of such party; or (ii) is disclosed to such party by a third party who is under no obligation of confidence to the party whose Confidential Information is disclosed. Any Confidential Information disclosed by a party pursuant to the MOU will remain the sole and exclusive property of such party. Nothing in this MOU shall be construed as granting the other party a license or copyright in the Confidential Information. Furthermore, upon expiration or termination of the MOU, all Confidential Information in tangible form shall promptly be returned to the party

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to whom such Confidential Information pertains, including any copies thereof. Notwithstanding the foregoing, a party may disclose the other party's Confidential Information as required by law. This Confidentiality Section shall survive termination of this MOU.

- f. **Shared Concerns.** (i) **Maintenance of confidentiality:** Each agency will honor an interagency agreement for parental consent, which will allow the entities to share limited health information. Each agency also agrees to share limited staff contact information, such as emergency phone numbers, pagers, and other pertinent contact data in order to facilitate communication. (ii) **Resolution of disputes:** A regular meeting time will be established to address issues of client concerns, operational difficulties and communication problems. (iii) The unsubsidized cost of providing care to uninsured, low-income families will be addressed by (1) Joint efforts to secure grant funding or donations from community organizations; (2) RMYC will take the lead in developing and implementing Medicaid and other third-party billing procedures, however, this activity will be a joint responsibility of all parties.
- g. **Targeted Outcomes.** (i) Improved access to minor acute medical services for uninsured and underinsured children; (ii) Establishment of a Medical Home for students in the North Aurora area; (iii) Improved immunization rates; (iv) Improved school attendance; (v) Facilitated referrals for mental health services.
- h. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Colorado.
- i. **Time of Essence.** Time shall be considered of the essence in this MOU.
- j. **Revocation.** Any party may revoke or otherwise terminate this MOU, upon reasonable cause, by notifying the other party in writing of their intention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective ten (10) days after the date of mailing. The grounds for reasonable cause shall include: material violations of this MOU,

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and/or any act exposing the other party to liability for personal injury or property damage. In addition, APS may terminate this MOU immediately without prior notice if an agent of RMYC or AuMHC commits an act of fraud, dishonesty or any other act of negligent, reckless or willful misconduct in providing services

Signature

Aurora Public Schools

Date

Signature

Rocky Mountain Youth Clinics

Date

Signature

Aurora Mental Health Center

Date

