

AGENDA

SPECIAL SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD  
MAX D. WALKER ADMINISTRATION BUILDING  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA

January 7, 2014

2:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. AGREEMENT/CONTRACT
  - a. Memorandum of Agreement Between Gadsden County Schools and Neighborhood Medical Center

ACTION REQUESTED: The Superintendent recommends approval.

3. ITEMS BY THE SUPERINTENDENT
4. SCHOOL BOARD REQUESTS AND CONCERNS
5. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 2a

**DATE OF SCHOOL BOARD MEETING:** January 7, 2014

**TITLE OF AGENDA ITEM:** Memorandum of Agreement between Gadsden County Schools and Neighborhood Medical Center

**DIVISION:** PK-12 Education

\_\_\_\_\_ This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

The attached is the Memorandum of Agreement between Gadsden County Schools and the Neighborhood Medical Center. The Gadsden County School District agrees to collaborate with the Neighborhood Medical Center in providing on-site medical, dental and mental health services to the students of Havana Elementary and Havana Middle Schools.

**FUND SOURCE:** NA

**AMOUNT:** NA

**PREPARED BY:** Sylvia R. Jackson, Ed.D.



**POSITION:** PK-12 Director

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_1\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**NEIGHBORHOOD MEDICAL CENTER, INC.**

**AND**

**GADSDEN COUNTY SCHOOL BOARD**

This Memorandum of Agreement (MOA) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the **Neighborhood Medical Center, Inc.**, hereinafter referred to as "NMC" and **Gadsden County School Board**, hereinafter referred to as "GCSB" to formalize our agreement regarding the implementation and operation of school-based health centers, hereinafter collectively referred to as "SBHC", on GCSB property.

In consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties intending to be legally bound, hereby agree as follows:

**1. GENERAL SCOPE OF THIS AGREEMENT**

This Agreement shall set forth the responsibilities and obligations of each party in the implementation and operation of a SBHC at both the Havana Elementary School located at \_\_\_\_\_ and the Havana Middle School located at \_\_\_\_\_ >

- A. It is the intent of NMC to begin providing the services set forth in this Agreement upon being funded and approved as a Federally Qualified Health Center, "FQHC", pursuant to Section 330 of the Public Health Service Act. NMC anticipates that it will receive notice regarding being designated as an FQHC on or before March 1, 2014. Upon being designated as an FQHC, NMC will immediately apply for the inclusion of both SBHC sites in its federally approved scope of project. NMC will begin providing the services under this Agreement within thirty (30) days of the inclusion of the SBHC sites within its scope of project.

**OBLIGATIONS OF NMC**

NMC agrees that it shall;

- A. Furnish, equip, and supply the SBHC as required, in NMC's reasonable discretion, to ensure quality and confidentiality of SBHC services.
- B. Arrange for hazardous/biological waste disposal in compliance with federal and state laws.
- C. Manage the operation of all services provided in the SBHC.

- D. 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
  - Case management and referral
  - Health education and health promotion
  - Medications and/or prescriptions for medications
  - Preventative dental services

After hours physician/provider availability via answering service will not include hospitalization or in-hospital care, after-hours emergency care other than telephonic on-call physician/provider, treatment of complex medical or mental health conditions, medical x-rays or any other medical procedure that cannot be performed by an advanced 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 NMC without the prior written consent of his or her parent or legal guardian. However, in a life or health-threatening emergency, employees of NMC may provide life support services without written or oral parent or guardian consent.

- E. Ensure that medical providers employed by NMC and providing services in the SBHC are operating within their scope of practice as defined by state law.
- F. Ensure compliance with all applicable federal and state regulations regarding medical facilities and medical practice including those of the Occupations Health and Safety Administration (OHSA) and the Clinical Laboratory Improvement Amendments (CLIA) administered by the Centers of Medicare and Medicaid Services, and the Florida Board of Pharmacy.
- G. Comply with the Jessica Lunsford Act as well as all other applicable federal, state and local laws, ordinances, rules, etc.
- H. Will keep a log of visitors and staff present showing those coming onto the SBHC site at either SBHC location.
- I. Designate one individual who will represent NMC in its relationship with GCSB under this MOA and will serve as the primary liaison to GCSB to coordinate the exchange of information between parties.
- J. Ensure that employees 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.

- K. Assume responsibility for funding SBHC operations and serve as the fiscal agent for public and private grants and contracts to the extent such grants and contracts are made available to NMC.
- L. Maintain appropriate records and strict accountability for all funds provided to or by NMC for implementation and operation of the SBHC.

## 2. **OBLIGATIONS OF GCSB**

GCSB agrees that it shall;

- A. Designate an interior space at both schools to be occupied by the SBHC rent-free. The space for both SBHC's must be agreed upon by the parties. Both locations will have a secure area for storage of supplies and medications. The space will also be electrical, phone and internet ready. GCSB will have priority over use of facilities for school purposes. Coordination of facility use should be done through the applicable school Principal or his/her designee at least 30 days prior to such use.
- B. Provide all utilities, telephones, internet access, janitorial services, routine maintenance and repairs, removal of non-hazardous waste, and security services.
- C. Provide information about the SBHC to school personnel, students and families.
- D. Designate the respective school principal as liaison between school personnel and SBHC personnel in planning and problem solving around issues concerning the SBHC.
- E. Designate a school counselor/employee to recommend to the GCSB 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.
- F. Provide information technology support as relates to internet connectivity.
- G. As a state agency/subdivision under Fla. Stat. s. 768.28, is (and will continue to be for the duration of this MOA) self-funded for liability insurance (at limits concurrent with the waiver of sovereign immunity found in Fla. Stat. s. 768.28), with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by GCSB.
- H. Will keep facilities maintained and in working order. Will require the same of SBHC staff. GCSB will provide a set of keys to the SBHC doors and cabinets to the SBHC Director.
- I. At the time of annual school registration, provide parents or guardians of children under the age of 18 who wish to be served by the SBHC with a copy of the NMC. The wording of the consent form(s) will be agreed upon in advance by GCSB and NMC.

3. **FURTHER AGREEMENTS OF THE PARTIES:**

- A. The parties will jointly sponsor a SBHC Advisory Committee made up of representatives of each party to this MOA, representatives of the community at large, and SBHC users (parents and students). GCSB will convene and support meetings of the SBHC Advisory Committee at least twice a 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 and SBHC staff.
- B. NMC agrees and acknowledges that the SBHC space to be provided to by GCSB is also utilized by the Gadsden County Health Department on a limited basis for the provision of certain public health services. NMC agrees to collaborate in good faith with the Health Department for the continued use of the SBHC space as well as the health care services to be provided. NMC further agrees that it shall not modify any of the SBHC space and/or install any structure (portable unit) without the express written consent of GCSB.
- C. NMC will require its employees to undergo criminal background checks. Notwithstanding the foregoing, NMC agrees that upon GCSB's request and at GCSB's expense, each employee of NMC who works in the SBHC may be subject to another criminal background check similar to that which GCSB is legally obligated to perform on any new employee. NMC agrees to cooperate with GCSB in obtaining authorizations from such employees consenting to such background checks. NMC agrees to honor any request by GCSB to not use any individual to provide services in the SBHC based on the results of the background check.
- D. 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 NMC. However, NMC 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 GCSB nor will GCSB 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 MOA.
- E. NMC, at its sole expense, will secure prior to the provision of SBHC services, and will maintain during the term of this MOA: (i) commercial general liability insurance covering itself, its respective employees, contractors and agents for activities at the SBHC, with commercially reasonable limits; and (ii) appropriate workers' compensation insurance as required by Florida law; and (iii) professional liability coverage in the amounts of \$1,000,000 and \$3,000, 000, for NMC, which covers the provision of the medical services furnished by NMC at the SBHC. Additionally, NMC, upon being designated as an FQHC, will be eligible to be "deemed" as employees of the Federal Government pursuant to the Federally Supported Health Centers Assistance Act of 1995 (Pub. L. 104-73). In such case, NMC and its employees

and contractors would have protection under the Federal Tort Claims Act for claims relating to personal injury, including death, resulting from the performance of medical procedures required under this agreement. Such coverage would only be available to NMC and its employees and contractors and may not be extended to GCSB.

- F. Children receiving SBHC services shall be charged the usual and customary fee for said services by NMC. However, no eligible child shall be denied services due to an inability to pay. A sliding fee schedule will be implemented by NMC based on the ability of a child or his or her family to pay. It is expressly understood by and between all parties that GCSB shall, in no event, be liable for any charges for services rendered to its students by NMC, regardless of whether or not payment is made by student or student's parents. In addition, GCSB shall in no event be responsible for the collection of any charges for services rendered by NMC.
- G. NMC will manage the submission of claims to the appropriate insurance carrier, i.e. Medicaid, Florida Kids Care and private insurers
- H. Hours that SBHC facilities will be available will be one hour before and one hour after school hours Monday through Friday. Appointments will be scheduled so as not to extend the closing time by more than 30 minutes. The SBHC facilities will be closed on Saturdays, Sundays, and school holidays. NMC will coordinate patient scheduling with the respective school principals so as not to interfere and/or interrupt the school's educational activities.
- I. The Health Insurance Portability and Accountability Act (HIPAA) and respective regulations guide management and protection of protected health information in medical records kept by NMC in the SBHC. The parties agree that protected health information in medical records maintained by NMC in the SBHC will not be released to school personnel without required patient or parental consent.
- J. The Family Educational Rights and Privacy Act (FERPA) guides management and protection of personal information in education records maintained by GCSB employees including school nurses and school psychologists, social workers and counselors. Education records, including immunization records, are specifically exempt from HIPAA privacy regulations.
- K. Under HIPAA:  
  
NMC, as a health care organization, is permitted to disclose the following without parental consent:
  - Protected 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.

- Protected 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.

GCSB employees may disclose the following to NMC without specific parental consent:

- Protected 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 the SBHC clinicians in an emergency or when the information is necessary to protect the health and safety of the student or other persons.
  - Protected 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.
- L. GCSB and NMC agree to use appropriate safeguards to prevent use or disclosure of protected health information consistent with HIPAA privacy rules and state regulations; GCSB will not use or routinely disclose students' health information maintained in educational records in a manner that would violate the requirements of FERPA or Florida laws regarding provision of confidential services to minors.
- M. The parties agree to design and annually execute an evaluation of SBHC processes, students' health status, and students' 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.

#### 4. **TERMINATION**

Any party may terminate its participation in this Agreement with or without cause. Notice of Termination shall be provided to each other party at least 180 days prior to the effective date of any termination.

#### 5. **ASSIGNMENTS**

NMC and GCSB each binds itself and its successors, legal representatives, and assigns of the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither NMC nor GCSB may assign or transfer its rights and obligations in this Agreement without the written consent of each of the other parties.



**6. MUTUAL INDEMNIFICATION**

Each party covenants and agrees at all times to save, hold, and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by law arising out of or in any way connected or arising out of a party's performance of this Agreement. However, this indemnification shall not operate to release any party of liability for their own negligence.

Notwithstanding the foregoing, nothing contained in this Agreement shall be construed or interpreted as (i) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the State of Florida or its agents or agencies to be sued; or (iii) a waiver of sovereign immunity of the State of Florida (or its agencies, GCSB and NMC) beyond the waiver provided in Section 768.28, Florida Statutes.

**7. NOTICE**

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to NMC:

Chief Executive Officer  
438 West Brevard Street  
Tallahassee, FL 32303

As to GCSB:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

**8. NON-WAIVER**

The rights of the parties under this Agreement shall be cumulative and the failure of any party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

9. **ENTIRE AGREEMENT;VENUE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by all parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Gadsden County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated.

Neighborhood Medical Center, Inc.

Gadsden County School Board

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name &Title

\_\_\_\_\_  
Print Name & Title