

**Hannibal School District # 60
and
Preferred Family Healthcare
dba Clarity Healthcare**

Memorandum of Understanding

SCHOOL BASED HEALTH SERVICES

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into as of July 1, 2017 by and between Hannibal School District # 60 and Preferred Family Healthcare dba Clarity Healthcare. 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 Clarity Healthcare for the purpose of delivering health care services to students, faculty and staff attending and/or working for Hannibal School District # 60.

B. The overall goal of this agreement is to develop a comprehensive system of school-based health care services and referrals for school-based or school-linked primary health care services, oral health services, and behavioral health services for students, faculty and staff attending and/or working for Hannibal School District # 60, by utilizing the combined resources of our agencies and working in partnership with other community based providers.

Hannibal School District # 60 and Clarity Healthcare's collaboration exists as a result of a partnership to promote and ensure physical, oral and mental health care, as well as other support services to students, families, and employees of the Hannibal School District. 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.

SECTION I

TERM

1.1. Term. The initial term of the Contract shall commence July 1, 2017 and terminate June 30, 2022, with provision for extension.

1.2. Contract Extension. The parties shall meet in May, 2022 to consider and negotiate the extension of the Contract after the Initial term for additional Contract Year(s). For purposes of the Contract, the term "Contract Year" shall mean each one-year period commencing July 1 and ending June 30.

1.3. Option to Terminate. Both parties may terminate the Contract upon providing ninety (90) days written notice.

SECTION II

SERVICES PROVIDED

2.1. Primary Care services are provided to all students faculty and staff that includes:

- Acute visits (sore throat, fever, sprained ankle, etc)
- Preventative Visits
- Sports Physicals
- Free Vaccines through the Vaccines for Children (VFC) Program
- In-house lab services (strep tests, influenza, etc)
- Reference lab services
- Documentation of visit provided to child's primary care physician (PCP) if not a Clarity Healthcare patient
- NO family planning services, under any circumstances, will be provided at the School Based Health Center, in accordance with HPS policy.

2.2 Dental Services are provided to all students faculty and staff that includes:

- Clarity will continue to provide preventative and restorative dental services through our mobile dental program and the School Based Health Center to underserved children in the Hannibal Community.
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2.3 Psychiatry Services are provided to all students faculty and staff that includes:

- Psychiatric evaluations
- Medication checks
- Re-occurring staffings with HPS team members to discuss shared cases
- Medication assisted treatment for age appropriate patients

2.4 Counseling Services are provided to all students faculty and staff that includes:

- Behavioral Assessments and evaluations
- Counseling sessions, individual and family
- Trauma-focused counseling with licensed or licensed eligible counselors specializing in trauma

- o Substance Use Disorder Counseling Services and Treatment
- o On site consultation available for teacher and counselors

2.5 Access to Community Support Services

- o Case management with a Community Support Specialist
- o Behavioral evaluation with a Qualified Mental Health Professional
- o Identify needs and strengths and establish goals
- o Education, activities, and support to assist children and youth in achieving goals
- o Parent support with a Family Support Provider and the Community Support team.
- o Assertive Community Services for Transitional Age Youth ages 16-25

2.6 24 Hour Crisis Response Access Line

- o Access to a 24 hour crisis line for both medical and behavioral needs. Professional staff will be available, according to the need.

SECTION III

UNDERLYING PRINCIPLES

3.1. Purpose. All activities undertaken through this memorandum are for the purposes of improving the overall medical, mental and oral health of children attending Hannibal School District #60 and supporting the schools' educational mission.

3.2. Fundamental Goal. The provision of primary and preventative health services is a fundamental goal of the Memorandum of Understanding.

3.3. Access to Services. Clarity Healthcare will work collaboratively with other community providers of health services to increase children's and youth's access to preventive, primary health, oral, health, and behavioral 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 Clarity Healthcare will be permitted only with signed parental consent.

3.5. Established Policies & Procedures of Hannibal School District #60 All staff involved in the delivery of health services through the School Based Health Center agree to work within established policies and procedures of Hannibal School District #60 and in accordance with state requirements.

3.6. Established Policies & Procedures of Clarity Healthcare All staff involved in the delivery of health care services through the School Based Health Center program agree to work within the Policies and Procedures established by Clarity Healthcare.

3.7. Licensing, Credentials, Criminal Investigation. All staff involved in the delivery of health care services through Clarity Healthcare shall meet appropriate licensing, credentialing requirements and criminal background investigations. Hannibal School District administrative team members have final choice on which Clarity Healthcare team members work within the School Based Health Center.

3.8. Collaboration. Hannibal School District #60 and Clarity Healthcare will work collaboratively to meet goals, objectives and requirements. Team members will meet regularly to define on quality improvement initiatives and shared goals to meet the health and educational needs of targeted students.

MUTUAL RESPONSIBILITIES

4.1. General Responsibilities. Hannibal School District #60 and Clarity Healthcare 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.

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 Clarity Healthcare policies and procedures
- H. Link children and youth 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 Hannibal School District #60 Communicable Disease Policy and Guidelines as well as Clarity Healthcare 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

HANNIBAL SCHOOL DISTRICT #60 RESPONSIBILITIES

5.1. **Space and Utilities.** Hannibal School District #60 will provide space and utilities to operate the center including (e. g. trash removal, general cleaning)

5.2. **Promote Program Services.** Hannibal School District #60 will promote Clarity Healthcare programs to students and families in need of services, as well as school employees. In addition, individual schools will ensure access to students in order to provide health services to those students.

5.3. **Parental Consent.** Hannibal School District #60 will assist Clarity Healthcare to obtain parental consents.

5.4 **Program Collaboration** Hannibal School District #60 work in partnership with Clarity Healthcare to identify, support and develop health programs and services.

SECTION VI

CLARITY HEALTHCARE RESPONSIBILITIES

6.1. **Supplies.** Clarity Healthcare will provide supplies for health services provided in the School Based Health Clinic.

6.2. Cost of Travel/Training. Clarity Healthcare will provide for the cost of travel conducting School Based Health Clinic business and cost of training for Clarity Healthcare personnel.

6.3. Miscellaneous Cost and Expenses. Clarity Healthcare will provide other miscellaneous cost and expenses related to School Based Health Clinic operations.

6.4. Medical Supervision. Clarity Healthcare 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. Clarity Healthcare shall have a licensed dentist as a dental director who supervises the dental services provided by the clinic.

6.7. Quality Assurance Plan. Clarity Healthcare will follow the Health Center's 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 CARF and HRSA.

6.8. Laboratory Standards. Clarity Healthcare will conform to regulations determined by the accrediting agencies such as HRSA and the Department of Health and Human Services

6.9. Criminal Background Investigations. Clarity Healthcare will require all personnel conducting business on behalf of Clarity Healthcare in schools to undergo criminal background investigations according to established Hannibal School District #60 policies and procedures prior to placement in school programs.

6.10. List of Employees. Clarity Healthcare will provide a list of employees working in the school programs to Hannibal School District #60. The list will include name, position, address, phone number, and e-mail address. This list will be periodically updated by Clarity Healthcare to maintain a roster of current individuals working in school health programs.

6.11 Remodel and Medical Equipment. Clarity Healthcare will be responsible for the cost of remodeling the leased clinic space as well as the purchase of medical and dental equipment used in the provision of services at the School Based Health Clinic.

SECTION VII

MUTUAL RESPONSIBILITIES

7.1. Advisory Committee. 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, Hannibal School District #60 policies and procedures and Clarity Healthcare's policies and procedures. The committee will meet a minimum of four times per year.

Representative members to include but not limited to: Clarity Healthcare administrative team, Hannibal School District #60 administrative team, and other individuals as identified by the Advisory Committee.

SECTION VIII

CONFIDENTIAL PRIVACY HEALTH INFORMATION

10.1. Confidentiality and Privacy. Students with parental consent will be triaged for medical, dental, and behavioral health services provided by Clarity Healthcare. Clarity Healthcare Medical Records are governed by Health Insurance Portability and Accountability Act (HIPAA). All staff involved in any of the clinical locations in Hannibal School District #60 will abide by policies and procedures with respect to confidentiality and protected 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 Hannibal School District #60 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 A-FERPA Compliance Agreement.*)

10.3. Health Insurance Portability Act. Clarity Healthcare and Hannibal School District #60 shall ensure that its directors, officers, employees, contractors and agents do not use patient health information (PHI) received from Clarity Healthcare clinical data in any manner that would constitute a violation of the privacy standards of HIPAA. (*Appendix B – See HIPAA Requirements*)

SECTION IX

INDEMNIFICATION

11.1. Indemnification by Clarity Healthcare. Clarity Healthcare agrees to indemnify and defend Hannibal School District #60 against and hold Hannibal School District #60 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 Clarity Healthcare or the Premises, except for liability resulting from the willful acts or gross negligence of the School System, its employees, agents, invitees or business visitors to the fullest extent permitted by law.

11.2. Indemnification by Hannibal School District #60. Hannibal School District #60 agrees to indemnify and defend Clarity Healthcare against and hold Clarity Healthcare 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 Clarity Healthcare or the premises, except for liability resulting from the willful acts or negligence of the Health Center its employees, agents or businesses, visitors to the fullest extent permitted by law.

SECTION X

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 Clarity Healthcare or Hannibal School District #60 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 Hannibal School District #60 to:

Susan Johnson, Superintendent
Hannibal School District #60
4650 McMasters Avenue
Hannibal, MO 63401

If to Clarity Healthcare to:

Mark Conover, VP Health Services
Clarity Healthcare
141 Communication Drive
PO Box 151
Hannibal, MO 63401

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 ninety (90) 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 XI

INSURANCE

13.1. Types of Insurance. Clarity Healthcare and Hannibal School District #60 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.

SECTION XI

BILLING FOR SERVICES TO STUDENTS

14.1. Fee Schedule. Clarity Healthcare 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. Children that are on Hannibal School District #60's school lunch are deemed to be sliding fee and will have their sliding fee waived for services provided within the School Based Health Center.

14.2. Billing Procedures. Clarity Healthcare will bill faculty and student guardians with Insurance for applicable coinsurance and/or deductibles.

SECTION XII

REPORTING AND RECORD KEEPING REQUIREMENTS

15.1. Clarity Healthcare. Clarity Healthcare and Hannibal School District #60 will develop a reporting tool and plan for the School Based Health Center through the quarterly Advisory Committee Meetings.

15.2 Program Roster. Clarity Healthcare will provide a roster of personnel providing services through the school programs prior to the start of the school year.

SECTION XIII

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 Clarity Healthcare without prior written consent of Hannibal School District #60.

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 XIV

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.

HANNIBAL SCHOOL DISTRICT #60

Dated: 6-22-17 By: *Susan R. Johnson*
Superintendent

CLARITY HEALTHCARE

Dated: 6-22-17 By: *Mark Curran*
VP Health Services

