

**Memorandum of Understanding
Between
Public Health Seattle & King County
Seattle Public Schools
For the Provision of
School-Based Primary Healthcare and Population-based, Preventative Healthcare**

BACKGROUND AND MISSION

Since 1989, the City of Seattle and Public Health Seattle & King County have collaborated with Seattle Public Schools to establish school-based health centers to provide primary healthcare, including both medical and mental/behavioral health components, and population-based preventative healthcare in designated schools. A total of 14 school-based health centers now offer services in all ten comprehensive high schools and selected middle schools.

Public Health Seattle & King County is designated by the City of Seattle as program manager of funds made available through the 1990, 1997 and 2004 Families and Education Levies and City of Seattle General Funds. These funds support Seattle Public Schools in their provision of nursing services and contractor organizations in their operation of school-based health centers.

All activities undertaken in school-based health programs are intended to enhance the health status of students, thus supporting their academic achievement. This Memorandum of Understanding effectively supports the educational mission and the public health mission.

PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into, by and between Public Health Seattle & King County, hereinafter referred to as “PH,” and Seattle Public Schools, hereinafter referred to as “SPS.”

This MOU is to serve as the operating agreement between the parties for the purpose of providing and coordinating preventative and primary healthcare services to students through school-based health centers, school nursing services, and health education activities supported by the Families and Education Levy.

The parties agree that this MOU is intended to ensure the parties’ agreement and common understanding of regulatory guidance and policies, so as to support coordination and integration efforts of PH and SPS leadership and school-based health and education professionals.

INTENDED RESULTS

SPS and PH share a commitment to building a health services delivery system that increases access to comprehensive health services through collaboration and formal partnership. Intended outcomes of system delivery include the following:

1. More efficient use of resources;
2. More diversified funding for health services;
3. Stronger linkages to community partners;
4. System accountability for system-wide standards and results; and
5. Local accountability for school-level health plans and strategies.

GENERAL TERMS AND CONDITIONS

The purpose of this MOU is to formalize terms and conditions under which the parties shall work together to support the provision of healthcare services responsive to individual school environments and buildings. The MOU sets the framework for coordinated policies in the following areas:

1. Separate responsibilities of PH and SPS;
2. Integrated roles and responsibilities at schools served;
3. Population-based strategies in outreach, enrollment, health screenings and campaigns;
4. Space and facilities;
5. Management of life-threatening emergencies, including privacy considerations; and
6. Exchange and disclosure of student information, subject to constraints of privacy considerations and safeguards.

Each party shall defend, indemnify and hold harmless the other for its negligent acts or omission and those of its officers, employees, agents, or students, howsoever caused.

The parties agree that:

1. The term “primary healthcare,” as used in this MOU, shall mean medical, nursing, mental health, drug and alcohol counseling, and health education interventions provided to individual students in a comprehensive and culturally accessible manner. Primary healthcare services are provided in partnership with the student’s family and his /her medical home or primary care physician whenever possible.
2. The term “population-based, preventative healthcare,” as used in this MOU, shall mean non-curative interventions provided in a group setting for the purposes of health education and health promotion, nutrition services, screening for specific health conditions, health campaigns coordinated across multiple school and community settings, or for prevention of disease through immunization.
3. The term “confidential healthcare,” as used in this MOU, shall mean interventions and services regarding reproductive health care, prevention and treatment of sexually transmitted disease, treatment for drug or alcohol use, and mental health services for which state regulation allows provision to minors without parental consent. Confidential healthcare is part of primary healthcare services and interventions.

RESPONSIBILITIES OF THE PARTIES

PH and SPS agree upon the following general framework for separate responsibilities and contributions to school health programs that are supported by the Families and Education Levy.

Responsibilities of PH

PH agrees to:

1. Provide administrative oversight of school-based health centers and their contractors in agreed upon schools, managing scope of contracts and performance expectations of contracting organizations. Health centers will provide the following scope of services: primary health care; age appropriate reproductive health care including screening and treatment for sexually transmitted diseases; mental health screening, counseling, case management, and referral; health education and health promotion; and coordination and referral for drug/alcohol services.
2. Consult with SPS on an annual basis regarding students' health status and school health program needs, working with SPS to adjust the scope of services accordingly.
3. Monitor quality of care and provide technical assistance in quality improvement processes in primary healthcare services.
4. Provide administrative oversight of nursing and health education services supported by Levy and Seattle General Funds, monitoring and managing scope of contracts and performance expectations.
5. Evaluate and report on program impacts on specific health and academic outcomes, proposing and managing changes in program design consistent with program goals. Provide quarterly and annual reports to SPS, the City of Seattle and other interested parties regarding key aspects, outcomes and impacts of the program.

Responsibilities of SPS

SPS agrees to:

1. Actively promote and integrate school-based health centers into school settings. The building principal or his/her designee will act as liaison between school and health center personnel as well as promote and integration school-based health centers into school settings.
2. Provide, hire and supervise nursing staff; participate in the development and implementation of joint guidelines and procedures that ensure the quality and confidentiality of school-based nursing services and health center services.
3. Provide space and facilities support for school-based health centers in agreed upon schools, continuing to maintain rights, responsibilities, and assumed liabilities respective to landlord and tenant. Leasing and facilities arrangements are described in detail elsewhere in this MOU.

INTEGRATED ROLES AND RESPONSIBILITIES

1. The parties agree that implementation of joint guidelines and written procedures will most effectively support the integration of clinic services and school nursing services.
 - a. The parties will jointly pursue the development of written guidelines that guide usual working relationships in the provision of school-based primary care and population-based, preventative healthcare.
 - b. PH will convene and support a working group with appropriate representation from PH, contracting organizations and SPS nursing staff to guide the development of shared standards, principles and guidelines.
 - c. The working group will be convened in February 2005. A document describing core system-wide standards, principles and guidelines will be substantially completed by March 2005.
 - d. System-wide standards, principles and guidelines will be implemented no later than May 2005.

2. The parties agree that formal data-sharing mechanisms that safeguard the confidentiality of students are needed so as to conduct evaluation outcome studies and develop a systematic basis for allocating scarce healthcare resources among student populations. PH incorporates SPS data into evaluation outcome studies. Studies will be reported to SPS and will be used to guide changes in program design.
 - a. SPS and PH will negotiate and execute a data-sharing agreement outlining procedures, a work plan for specific data elements, and safeguards for data exchange.
 - b. The data-sharing agreement will be in place by January 2005 and will outline provisions and a time line for data-sharing during the 2004-05 academic year.

3. The parties agree to jointly maintain coordination of health education services.
 - a. SPS will convene and support a planning group to review the coordination of shared resources for school-based health education. The planning group will be convened in January 2005.
 - b. A planning document recommending system strategies, resource redeployment and resource development will be substantially completed by June 1, 2005. The health education joint work plan will be implemented at the start of the 2005-06 academic year. The planning process and final work plan will be aligned with all SPS preK – 12 Health Education Framework documents.

OUTREACH, ENROLLMENT, SCREENING AND HEALTH CAMPAIGNS

Population-based, preventative healthcare strategies include but are not limited to:

1. Outreach to children and families about accessible health services;
2. Health screenings (example: vision screenings);
3. Classroom or school-wide presentations that promote and support changes in behavior;
4. Outreach campaigns to promote enrollment in school-based health centers and/or health care coverage; and
5. Health campaigns addressing adolescent risk-taking and health issues (examples: campaigns focusing on smoking cessation or weight management).

The parties agree to share resources and define collaborative staffing models and protocols as needed to support population-based strategies that promote healthy outcomes, increase students' access to primary healthcare, and support academic achievement.

The parties further agree that:

1. Coordinated staff support for health campaigns might include activities of school nurses, health center staff, drug/alcohol specialists and health educators from PH, SPS, and other agencies.
2. Health center staff participation in population-based strategies should not take precedence over primary care responsibilities and achievement of program goals in visit productivity and access.

The parties agree to share resources and define staff support requirements to maximize enrollment in the school-based health center so as to increase students' access to primary healthcare:

1. A signed parental consent form is required to allow enrollment in health center services before any student can receive primary healthcare. PH will provide materials that provide parents with accurate information and appropriate consent options about school-based health services.
2. Confidential healthcare is exempted from the enrollment policy and may be provided to students without signed parental consent.
3. PH will make available sample materials to provide parents with accurate information and appropriate consent options about school-based health services.
4. Distribution of enrollment forms will be incorporated into distribution of SPS education forms requiring parental review and signature. Distribution will occur at schools, through school websites, at SPS enrollment centers, and other communication methods.
5. Enrollment staff will request students and/or parent/guardians to sign a release of information so that health center staff can communicate and coordinate as needed to best serve the student. Releases are not a requirement for services to be provided to the student.

SPACE, FACILITIES AND SERVICES

The parties agree that:

1. Lease arrangements for health center facilities in the current period in no way constitute a precedent that rent shall be paid in future years by any programs funded by the Seattle Families and Education Levy.
2. Lease agreements for health center facilities will be standardized for all sites. Lease agreements will be executed between SPS and contractor organizations on an annual basis. Parties to lease agreements continue to maintain rights, responsibilities and assumed liabilities respective to landlord and tenants.
3. Janitorial services will be provided daily to school-based health centers and the level of service will be standardized across all clinic sites.

The parties further agree to structure communication around facilities issues:

1. Contractor organizations may designate a staff person or administrator as the point of contact to represent clinic interests and participate in problem-solving around issues concerning facilities and space, janitorial services, and building access. PH will act as building liaison in lieu of contractor designation.
2. School principals will designate a building liaison to represent the school administration in planning and problem solving around issues concerning facilities and space, janitorial services, and building access.

MANAGEMENT OF EMERGENCIES AND PRIVACY CONSIDERATIONS

The parties agree that:

1. The school nurse is the primary provider of first aid and routine medications to students, and is among the first line of responders to other school emergencies. If the school nurse is not available in an urgent or emergent situation, other appropriate school personnel will respond to the situation.
2. Health center clinicians will follow their contracting organization's direction and procedures regarding their involvement in responses to urgent or emergent situations. Contracting organizations will communicate information about their procedures and directions to clinicians to the school nurse and principal so that these can be taken into account in emergency response planning.
3. Good Samaritan statutes (RCW 4.24.300) provide immunity from liability for health center clinicians who render emergency medical treatment in a school setting.
4. The Family Educational Rights and Privacy Act (FERPA) allows for personal health information in student education records to be released to school-based clinicians in an emergency or when the information is necessary to protect the health or safety of the student or other persons.
5. The Health Insurance Portability and Accountability Act (HIPAA) and regulations under the Washington State Uniform Health Care Information Act allow for personal health information in health center medical records to be released to school personnel responding to an emergency when the information is necessary to protect the health or safety of the student or other persons.

EXCHANGE OF STUDENT INFORMATION AND PRIVACY CONSIDERATIONS

Federal and State Regulatory Guidance

The Health Insurance Portability and Accountability Act (HIPAA) and regulations under the Washington State Uniform Health Care Information Act guide management and protection of personal health information in medical records kept by school-based health centers. PH, school based health centers and their contracting organizations, and other Washington State medical providers are HIPAA covered entities.

The Family Educational Rights and Privacy Act (FERPA) guides management and protection of personal information in education records maintained by SPS and school nurses. Education records, including immunization records and other records maintained in the school's administrative office, are specifically exempted from HIPAA privacy regulations.

Washington State regulations and case law allows minors to independently consent for and receive the following confidential health services: alcohol/drug abuse treatment, outpatient mental health treatment, birth control, pregnancy care, STD/HIV diagnosis and testing.

Responsibilities of PH and Contractor Organizations

PH and contracting healthcare organizations will not use or disclose students' personal health information in a manner that would violate the requirements of the HIPAA privacy rule or Washington state regulations.

The parties agree that personal health information in medical records maintained in school-based health centers will not be released to school personnel without required minor or parental consent.

Under HIPAA and the Uniform Health Care Information Act, PH and contracting healthcare organizations are permitted to disclose the following without specific parental consent:

1. Personal health information related to a child's immunization status might 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.
2. Personal health information may be provided to the school nurse for the express purpose of the school nurse's assessment and treatment of a student.
3. Personal health information may be provided to a medical provider 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.

PH and its contracting healthcare organizations will:

1. Use appropriate safeguards to prevent use or disclosure of personal health information other than as provided in this MOU and consistent with HIPAA privacy rules and state regulations;
2. Comply with the Transaction Rule in billing third party payers for clinic encounters;
3. Report to SPS any use or disclosure not provided for under HIPAA or in this MOU; and
4. Ensure that contracting healthcare organizations and payers to which the parties may provide protected health information agree to the same restrictions and conditions as apply to the parties.

Responsibilities of SPS

SPS will not use or routinely disclose students' health status information maintained in educational records in a manner that would violate the requirements of the Family Educational Rights and Privacy Act (FERPA) or Washington State statutes regarding provision of confidential services to minors.

SPS nursing staff may disclose the following to clinic staff without specific parental consent:

1. 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.
2. Personal health information related to a child's immunization status might 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.

EXECUTION OF MEMORANDUM OF UNDERSTANDING

The parties agree that:

1. This MOU is expressly subject to and shall not become effective or binding on any party hereto until it has been fully executed by all parties.
2. The MOU shall be binding on all parties, their successors and assigns.
3. All parties shall review terms and conditions of the MOU during the spring quarter of each academic school year. Amendments to the MOU negotiated during the spring quarter affect terms, conditions and binding agreements for the following school year.
4. The MOU reflects the entire MOU 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 and executing the MOU have been fully authorized to execute this agreement and to validly and legally bind PH and SPS to all the terms, performances and provisions herein set forth.
6. The term of this MOU shall commence on September 1, 2004, and shall continue for a period of one year. Thereafter, this MOU shall continue unless otherwise terminated pursuant to this paragraph. This MOU may be terminated by PH or SPS upon 90 days written notice.

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

FOR SEATTLE PUBLIC SCHOOLS:

Raj Manhas
Superintendent

Date

FOR PUBLIC HEALTH SEATTLE & KING COUNTY:

Alonzo Plough, Ph.D, M.P.H.
Director

Date

ACKNOWLEDGED BY CITY OF SEATTLE OFFICE FOR EDUCATION:

Holly Miller
Director

Date

Appendix I: Sample Contracts

Each SBHC will develop contracts, Memoranda of Understanding (MOUs), or Memoranda of Agreement (MOAs). The legal documents lay out relationships and responsibilities associated with the SBHC. This appendix contains three such contracts:

1. A sample MOU between a school district and a community health agency (CHA)-
2. A sample MOU between a local public health office and a school district for provision of family planning and STD services
3. A sample contract between a SBHC healthcare contractor and a managed care organization (MCO)

Sample #1: MOU Between a School District and Community Health Agency

Purpose

The agencies described as [Community Health Agency (CHA)] and [School District (District)] are entering into this MOU for the provision of physical health care services for the [location] School Based Health Centers (SBHC) for the 2004-2005 school year.

Responsibilities of the Parties

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 operating procedures. If at any time any Parties are unable to perform their functions under this MOU consistent with such Parties statutory and regulatory mandates, the affected Parties shall immediately provide written notice to the others seeking a mutually agreed upon resolution.

[CHA] will provide:

1. Administration and oversight of all services related to the District SBHC in accordance with the *School-Based Health Center Standards*.
2. Direct physical health care services as described in *School-Based Health Center Standards*.
3. All licenses, waivers, certifications, and supervision for those services described in *School-Based Health Center Standards*.
4. Documentation of all required professional insurance.
5. Management of claim and encounter submission to Salud! providers of all SBHC activity as described in contracts executed with Molina Health Plan, Presbyterian Salud!, and Lovelace Community Health Plan. Any reimbursements collected will be the property of the SBHC.

The District will provide:

1. Appropriate referrals of students to the SBHC.
2. Assistance to students in scheduling of appointments at the SBHC
3. All materials, supplies, equipment and other items necessary to the provision of said physical health care services.
4. Facilities adequate for the provision of said physical health care services.

Billing and Compensation

1. Statements will be issued by Hospital at the end of each month for services provided during the prior month. Client will make payments for same within forty five (45) days following receipt of the statement. If Client fails to pay during the above referenced time periods, Client will pay interest at the rate of one and one-half percent (1 $\frac{1}{2}$ %) per month on the unpaid balance of the statement from the date of receipt of the statement until paid. Statement shall be mailed to: [name and address here]
2. Client agrees to pay Hospital \$30.00 (thirty dollars) per hour for services provided, plus gross receipt tax (if any).

Confidentiality

Parties to this MOU agree to comply with the applicable sections of any appropriate statute or requirement to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery or evaluation of such services.
2. No person will publish or disclose, use, or permit to be published, disclosed, or used, any confidential information pertaining to applicants, participants, or students overall.
3. Each of the Parties will agree to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program including accountability. To the extent allowable and in accordance with each of the Parties governing state and/or federal laws and regulations, Parties, therefore, agree to share client information necessary for provision of services and accountability.
4. Any information deemed confidential under state or federal law provided to or developed by any of the Parties in the performance of the duties described in this MOU shall be kept confidential and shall not be made available to any individual or organization without the approval of all Parties; however, the Parties shall make administrative, fiscal, program and participant records available as required by law for audit purposes to assist in the performance of state/federal responsibilities.
5. Parties shall notify remaining Parties promptly of any unauthorized possession, use, knowledge or attempt thereof, of any other Parties data files or other confidential information and shall promptly furnish to that parties full details of the unauthorized release of such confidential information and shall assist with the investigation or prevention of the further release of such information.
6. All services described in this MOU will be delivered in compliance with Health Insurance Portability and Accountability Act (HIPAA) and *School-Based Health Center Standards*.
7. Results from any tests performed by [Medical Center 2] that need to be sent to any of the Parties for their records will be sent only when a HIPAA authorization is received from the patient or patient's responsible party.
8. The parties hereto agree that they will not disclose results of any records unless such disclosure is authorized pursuant to the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and 42 C.F.R., 2.1 et seq. and if necessary, will resist in judicial proceedings any effort to obtain access to the Medical Records, except as provided in the above-cited regulations. To the extent that the Medical Records contain results governed by

the Human Immunodeficiency Virus Test Act, Hospital and Client make the following disclosure to each other and their employees:

“This information has been disclosed to you from records whose confidentiality is protected by State Law. State law prohibits you from making any further disclosure of such information without the specific written consent of the person to whom such information pertains or as otherwise permitted by State law. A person who makes an unauthorized disclosure of this information is guilty of a petty misdemeanor and shall be sentenced to imprisonment in the county jail for a definite term not to exceed six months or the payment of a fine of not more than five hundred dollars (\$500.00), or both”.

Termination Provisions

Notification of termination shall be given to all Parties at least 30 days prior to the intended date of termination.

Extension

Parties to this MOU may extend the MOU for a specified time. Any notification of extension must be by mutual agreement and must be in writing. Notification of intention to extend the MOU must be given at least 30 days prior to the expiration of the MOU. Any extension of or amendment to this Memorandum will be pursuant to the terms stated herein.

Parties agree to review this MOU at least annually and provide written suggestions as to recommended changes, clarifications, deletions or additions. An addendum signed by the authorized representatives of the Parties shall be sufficient to modify the MOU.

Amendment

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

Notice of Failure to Perform

If any of the Parties to this MOU, are dissatisfied with the performance of any of the obligations imposed on the other Parties under the terms of this Memorandum, the dissatisfied Parties shall give written notice to the non-performing Parties of the duties which the dissatisfied parties believes have not been performed. The non-performing Parties shall have 10 days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied Parties to resolve any disagreement between the Parties.

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. No prior agreement or understandings verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

Assignment

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 other Parties.

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 New Mexico cost accounting requirements.

Liability

Parties shall each be responsible for their respective liability. None of the Parties shall be responsible for the liability of the other Parties as a result of acts or omissions in connection with the performance of this MOU. [Medical Center] must maintain and present documentation of all required professional insurance.

District affirms that it carries a liability insurance policy sufficient in amount and coverage, which will apply to any personal injury or loss that may occur on the SBHC's property.

Procurement Code

The Procurement Code, §§ 13-1-28 through 13-1-199, NMSA 1978 imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Scope of Contract

This MOU incorporates all the contracts, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written MOU. No prior contract or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

Subcontracting

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

Duration of MOU

This MOU shall be in force from October 1, 2004 – June 30, 2005.

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: _____, 2005

BY: _____
CHA representative

Dated: _____, 2005

BY: _____
School district representative