

## **SCHOOL BASED HEALTH SERVICES MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into as of (7/1/2025) by and between **United Township High School District 30**, (hereinafter “UNITED TOWNSHIP HIGH SCHOOL”), and **Community Health Care Inc.**, (hereinafter “CHC”), for the purpose of allowing CHC to provide on-site health services to CHC patients who attend UNITED TOWNSHIP HIGH SCHOOL

### **PURPOSE OF AGREEMENT**

A. CHC desires to provide health care services to CHC patients who are students attending UNITED TOWNSHIP HIGH SCHOOL.

B. CHC is working with UNITED TOWNSHIP HIGH SCHOOL to have a School Based Health Care (SBHC) program at UTHS located at 1275 Avenue of the Cities, East Moline IL 61244. The program includes provision of health services by CHC staff at this locations for services to include but not limited to the use of mobile clinics, pharmacy delivery and telehealth. CHC will provide telehealth appointments for students with chronic health conditions (ADHD, anxiety, asthma, etc.) who are currently established CHC patients.

C. UNITED TOWNSHIP HIGH SCHOOL agrees to provide CHC with the use of space to provide such services as mutually agreeable by both parties.

### **SECTION I - TERM**

1.1. **Term.** The initial term of the Agreement shall commence (7/1/2025) and terminate (6/30/2026), with provision for extension.

1.2. **MOU Extension.** The parties shall meet annually in May to consider and negotiate the extension of the MOU after the initial term for an additional MOU Year. For purposes of the MOU, the term “MOU Year” shall mean each one-year period commencing July 1 and ending June 30.

1.3. **Option to Terminate.** Either party may terminate the Agreement upon providing thirty (30) days written notice.

### **SECTION II - HEALTH CARE SERVICES**

CHC will provide primary health care services in a comprehensive, integrated, and accessible manner and in a sustained partnership with the student, and his or her family, in order to promote health management, or treat chronic disease which includes but not limited to the following:

- Health Maintenance (well care, immunizations);
- Chronic Disease Management;

- Mental health screening and assessment followed with appropriate services;
- Acute illness care;
- Oral health screenings and assessment followed with appropriate services;
- Non-specialty medical, dental - restorative, mental health, and substance abuse interventions;
- Referral for other services not available at the CHC.

CHC represents that it is sufficiently experienced and competent to perform the Health Care Services in a manner consistent with the standards of professional practice by recognized service providers providing services of a similar nature.

CHC will provide these Services free of charge to United Township High School and will bill and collect from students' insurance and/or offer CHC sliding fee discount as applicable.

### **SECTION III - UNITED TOWNSHIP HIGH SCHOOL RESPONSIBILITIES**

- 3.1. **Space and Utilities.** UNITED TOWNSHIP HIGH SCHOOL will provide space and utilities for CHC to provide services, including trash removal, general cleaning.
- 3.2. **Coordination.** UNITED TOWNSHIP HIGH SCHOOL staff will only be responsible for calling the student to the telehealth office from their classroom for their scheduled appointment.
- 3.3 **Program Collaboration.** UNITED TOWNSHIP HIGH SCHOOL will work with CHC to identify, support and develop health programs and services.

### **SECTION IV - CHC RESPONSIBILITIES**

- 4.1. **Staffing.** CHC will provide a medical assistant or nurse to the building the days of the telehealth visits, and that CHC staff member will be responsible for participating in the telehealth visit with the student and parent. Parents will be asked to join either virtually or in person, based on their preference. CHC will provide a combination of onsite and/or telehealth services facilitated by CHC support staff during normal school hours Monday – Friday and the number of days per week will be determined by visit volumes.
- 4.2 **Minimum Hours of Operation.** CHC will provide services during normal school hours on a schedule agreed upon by the parties.
- 4.2. **Parental Consent.** No student information will be provided to CHC without the release of information signed by parent/guardian. CHC would then contact the parent/guardian to begin the process. CHC is responsible for obtaining parental consent, as needed.
- 4.3. **Medical Supervision.** CHC 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; will monitor and regularly review the practice of the Physician Assistant's ("PA") or Nurse Practitioner's ("NP") performance.

4.4. **Established Policies & Procedures of CHC.** All staff involved in the delivery of health care services through the CHC program agree to work within the Policies and Procedures established by CHC.

4.5. **Licensing, Credentials, Criminal Investigation.** All staff involved in the delivery of health care services through CHC shall meet appropriate licensing, credentialing requirements and criminal background investigations.

CHC shall also complete an employment history check for any staff member pursuant to Faith's Law.

4.6. **Dental Supervision.** CHC shall have a licensed dentist as a dental director who supervises the dental services provided by the clinic.

4.7. **List of Employees.** CHC will provide a list of employees working in the school programs to UNITED TOWNSHIP HIGH SCHOOL. The list will include name, position, address, phone number, and e-mail address. This list will be periodically updated by CHC to maintain a roster of current individuals working in school health programs.

4.8. **Replacement of Employees.** Upon the written request of United Township High District and with at least 30 days written notice, CHC will meet to discuss the replacement of any individual employee or provider of Services with another qualified employee or provider based on concerns from United Township High School.

The United Township High School retains the right to ask that an employee be removed from its school buildings if it deems removal necessary.

## **SECTION VI - CONFIDENTIAL PRIVACY HEALTH INFORMATION**

6.1. **Confidentiality and Privacy.** School health records are governed by the Family Educational Rights and Privacy Act (FERPA). CHC agrees to protect this information and to ensure the confidentiality of all information in its possession regarding United Township High School students.

6.2. **CHC Medical Rights.** CHC will own the medical records for CHC services and be responsible for confidentiality of the medical records as governed by Health Insurance Portability and Accountability Act (HIPAA).

## **SECTION VIII - MODIFICATIONS TO AGREEMENT**

8.1. **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 either party 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.

8.2. **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 **UNITED TOWNSHIP HIGH SCHOOL** to:  
United Township High School District 30  
1275 Avenue of the Cities  
East Moline, IL 61244  
Superintendent or Designee

If to **CHC** to:  
Community Health Care, Inc.  
500 West River Drive  
Davenport, Iowa 52801  
Thomas Bowman, Chief Executive Officer

8.3. **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 as an amendment and evidenced by signatures of both parties.

8.4. **Binding Agreement.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

8.5. **Conformance.** The parties agree to amend the Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which this Agreement is subject to, now or in the future (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 thirty (30) days prior written notice.

8.6. **Amendments.** Amendments to the memorandum must be made in writing and signed by the proper agents.

## **SECTION IX - INSURANCE**

CHC and UNITED TOWNSHIP HIGH SCHOOL 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. CHC and UNITED TOWNSHIP HIGH SCHOOL waive rights of subrogation against each other for any loss covered under their respective insurance policies.

### **SECTION X - MISCELLANEOUS**

10.1. **Non-Assignment.** Neither the Agreement nor any part of it shall be assigned or subcontracted by CHC without prior written consent of UNITED TOWNSHIP HIGH SCHOOL.

10.2. **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, pandemic, governmental action or any condition or cause beyond such Party's control, such Party shall be excused from performance of the Agreement.

The individual signing this Agreement certifies by his/her signature that he/she is authorized to sign this Agreement on behalf of the responsible entity.

10.3 Relationship of the Parties. Nothing in this Agreement shall be construed to consider any Party or its respective employees, volunteers, or agents as the agents or employees of any other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between United Township High School and CHC

10.4 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Rock Island County, Illinois, or the federal district court for the Central District of Illinois.

#### **United Township High School District 30**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Superintendent or Designee

#### **Community Health Care Inc.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Thomas Bowman

Its: Chief Executive Officer