

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/> Workshop	<input type="checkbox"/> Regular	<input type="checkbox"/> Special
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): MR. SAMUEL MIJARES, SUPERINTENDENT OF SCHOOLS

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN EAGLE PASS ISD AND UNITED MEDICAL CENTERS TO PROVIDE TELEMEDICINE MEDICAL AND BEHAVIORAL HEALTH SERVICES TO SCHOOL DISTRICT STUDENTS, FACULTY AND STAFF.

- (C) **Funding source: Identify the source of funds if any are required.**

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**

Memorandum of Understanding
Between
Eagle Pass Independent School District
And
United Medical Centers

This agreement is made and entered into by and between Eagle Pass Independent School District, a public-school district located in Eagle Pass, Maverick, Texas (hereinafter "School District" or "EPISD"), and United Medical Centers., a health center located at 2525 N. Veterans Blvd, Eagle Pass, Texas (hereinafter "Center"). The purpose of this agreement is for the center to provide Telemedicine Medical and Behavioral Health Services to the School District students, faculty, and staff.

The parties agree as follows:

A. Responsibilities of the School District

1. School District will permit Center to provide general medical services via telemedicine to all EPISD students, faculty, and staff locations where EPISD nursing staff are located at no cost to the school district.
2. EPISD Nursing staff will assist as needed in the telemedicine visit.
3. School District will notify EPISD parents, guardians, faculty and staff of the requirement to register with the Center in order for consent forms, registration forms, method of payments forms, and other Telemedicine documents to be signed and acknowledged by parents, guardians, faculty, and staff either in paper forms or electronic forms.

B. Responsibility of the Center

1. Center will establish and operate a primary care Telemedicine capability at all school district sites where school district nurses are located.
2. Center will arrange for personnel to operate the telemedicine services. These personnel may include one or more providers in the following positions: physicians, mid -level providers such as nurse practitioner and/or physician assistants, medical office assistants, clerks, dentist, dental hygienist, licensed professional counselors, and other center staff members whose work shall be coordinated and supervised by the center.
3. Telemedicine visits for EPISD student, staff and faculty patients with private insurance will be billed by the Center to the patient's private insurance carrier. Patient is responsible for office visit copays.
4. Telemedicine visits for Traditional Medicaid or Medicare insured patients will be billed by the Center to Medicaid and Medicare Insurance. Patient is responsible for office visits copays.
5. Telemedicine visits for Medicaid and Medicare MCO insured patients will be billed by the Center to the Medicaid and Medicare MCO insurance.
6. Telemedicine visits for uninsured patients will be billed to the patient following the federal sliding fee scale.
7. Patients must be pre-registered with United Medical Centers in order to receive services.

8. The parties agree the Center owns the hardware and software (collectively referred to as "equipment") that will be used in the performance of the telemedicine services. Center will provide to the school district all equipment for the telemedicine visits at no charge. Center agrees to maintain equipment used in the performance of the MOU, including all software. Center warrants that equipment used in the performance of this MOU complies with any applicable parties in the performance of the telemedicine services shall be used solely for the purpose outlined in this MOU. EPISD further agrees that it will only make such equipment available to its personnel and students and agrees that it will not authorize other persons, other than authorized Center personnel and representatives, to utilize such equipment.
9. Center agrees to provide training to EPISD personnel, including EPISD personnel, including its nursing staff. Training provided by Center will include professional training and ongoing support, including technical support, to implement the telemedical services provided under this MOU. Training provided by Center will include use of equipment and programs to implement the telemedical services provided under this MOU as well as any federal, state, or regulatory requirements relating to the services provided under this MOU.

C. Term of Agreement

This agreement shall be effective August XX, 2023, and shall continue in effect thru June 31, 2024. Upon the mutual agreement of the parties, the agreement may be extended for two additional one-year terms for a maximum possible total of thirty-six months.

D. Termination

Either party may terminate this agreement upon thirty (30) days prior written notice.

E. Force Majeure

Neither party shall be deemed in violation of this agreement if it is prevented by performing any of the obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior government authority, riots, rebellions, sabotage, or other circumstances for which it is not responsible or which is not within its control.

F. Venue; Choice of Law

The obligations and undertakings of each of the parties to this agreement shall be performable in Maverick County, Texas. This agreement is governed by the laws of the state of Texas.

G. Notice

Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery to the office designated below or by certified mail, return receipt requested.

Eagle Pass Independent School District
Mr. Samuel Mijares, Superintendent
587 Madison Street
Eagle Pass, TX 78852

United Medical Centers
Mr. William Worrell, CEO
2525 N. Veterans Blvd
Eagle Pass, TX 78852

H. Entire Agreement

The Contract, the same as if copied herein verbatim, constitutes the entire agreement between the parties, and all negotiations and understandings between parties are merged herein.

I. Independent Contractor

Each party shall carry out the terms and conditions of this agreement as an independent Contractor and not as an agent, servant, or employee of the other party. Employees of one party shall not receive employee benefits from the other party. For all purposes herein, each party is and shall be deemed to be an independent Contractor of the other party, and it is mutually agreed that nothing contained herein shall be deemed or constructed to constitute a partnership or joint venture between the parties.

J. Discrimination

No one will, on the grounds of race, creed, color, national origin, disability, age, or gender be subject to discrimination in the performance of this agreement.

K. Insurance

The Center agrees to obtain and maintain general liability insurance, workers compensation, auto liability insurance and professional insurance in the amounts provided in Exhibit A for the duration of this MOU. Center will name the school district as an additional insured and will obtain a waiver of subrogation in favor of the School District. EPISD will maintain general liability insurance consistent with the certificate provided in Exhibit B and provide Workers' Compensation coverage consistent with Exhibit C.

L. Indemnity

Except to the extent not covered by the Federal Tort Claims Act via the Federally Supported Health Centers Assistance Act and to the extent authorized by law, Center agrees to indemnify, save and hold harmless the School District, its officers, employees, and agents (hereinafter " the indemnities") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries (including, worker's compensation and death claims) or property loss or damage whatsoever, which arise out of or are in a manner connected with, the performance of the contact, unless such injury, loss or damage is caused by the sole negligence of indemnities. Center agrees to investigate at its own expense all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims of demands, and actions. To the extent authorized by law, EPISD agrees to indemnify and hold harmless Center, its agents, representatives and employees, from and against all claims and liabilities from any acts or omissions of School District in the performance of this agreement, except that School District shall not be indemnify Center for claims or liabilities arising from the negligence, act, or omission of Center, or one of its agents, employees or representatives.

M. No Wavier of Immunity

Neither the School District nor Center waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents because of the execution of this agreement and the performance of covenants contained herein.

N. Compliance with Applicable Laws

The Center and School District agree to perform its obligations in compliance with all applicable federal and state laws and regulations as well as any applicable local laws.

O. Authorization

The Center warrants, represents and agrees that it is duly authorized and in good standing to perform the services outlined in this MOU. The persons executing this Agreement on behalf of Center and School District, by affixing their signatures hereto, warrant that they are duly authorized to execute this Agreement on behalf of the entity for which they sign.

IN WITNESS WHERE OF, the parties hereto have executed this agreement this ____ day of _____, 2023.

For:

For:

Center

School District

By: _____

By: _____

William Worrell
Chief Executive Officer
2525 N. Veterans Blvd
Eagle Pass, TX 78852

Samuel Mijares
Superintendent of Schools
587 Madison Street
Eagle Pass, TX 78852

United Medical Centers

Informed Consent for School Based Telemedicine and/or Telehealth

Name of Patient: _____ Date of Birth: _____

In order to better serve the needs of the community, some health care services are available from the center via telemedicine and telehealth. Telemedicine medical services and telehealth services are health care services delivered by physicians and health professionals to patients located at a different physical location using telecommunications or other information technology. Telecommunications or other information technology may also be used for e-visits, initial evaluations, screenings, and pre and post visit communication by center staff. Providers may include, but are not limited to, Physicians, Advanced Practice Registered Nurses, Physician Assistants, and Professional Counselors.

Information shared may include patient medical records, medical images, medical audio or video files, two-way audio and video, and output data from medical devices. The systems used by the center to transmit and receive this information will incorporate network and software security protocols intended to protect the confidentiality of the patient's identity and information.

I hereby and voluntarily consent to authorize the center's healthcare providers to provide health care services to me via telemedicine and /or telehealth.

I understand the following:

- The same standard of care applies to health care services delivered via telemedicine and/or telehealth as applies to an in-person visit.
- The laws that protect the privacy and confidentiality of health care information apply to health care services delivered via telemedicine and/or telehealth.
- I will not be physically in the same room as my healthcare provider. I will be notified of, and my consent obtained, for anyone other than my healthcare provider present in the room.
- There are certain hazards and risks to using technology, including service interruptions, interception, and technical difficulties. If it is determined that the telecommunications or information technology is not adequate, the visit may be discontinued.
- I have the right to refuse to participate or decide to stop participating in a telemedicine/telehealth visit at any time.
- I understand that this visit may need to be converted into an in-person visit for situations and/or cases that require a physical exam in order to determine a diagnosis and for appropriate treatment and care.
- The center and the center's healthcare providers have no liability or responsibility for the accuracy or completeness for the medical information submitted to them or for any errors in its electronic transmission.
- I may consent to my child's medical record or a report containing an explanation of the treatment provided being sent to my child's primary care physician which may include a summary of the service, including exam findings, prescribed or administered medications, and patient instructions.
- This informed consent for telemedicine and/or telehealth is valid and remains in effect as long as I am a patient of the center, until I withdraw my consent, or until the center changes its services and asks me to complete a new consent form.

Consent Provisions

My signature on this form indicates that:

1. I certify that I have read and fully understand the foregoing consent and that the facts indicated above are true.
2. I realize that although every effort will be made to keep all risks to a minimum, risks can be unpredictable both in nature and severity.
3. I understand that midlevel providers (Physicians Assistants and Advanced Practice Registered Nurses) may be involved in my child's treatment and I consent thereto.
4. I understand that I may be asked to sign a separate informed consent form for certain treatment(s) that require such.

5. I consent for my child to receive telemedicine/telehealth services in my absence.
6. I consent that during the School-Based Telemedicine/Telehealth services, a school nurse may be physically present at the patient site environment with my child.
7. I hereby voluntarily give my consent to receive health care services such as physical health care, preventative strategies and treatment via telemedicine and/or telehealth.
8. I understand and agree that this Consent for Telemedicine/Telehealth Care and Treatment through the United Medical Centers School-Based Program is valid for the current 2023-2024 academic school year.

Signature of Patient or legal Representative

Print Name

Date

Notice Concerning Complaints

Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants may be reported for investigation at the following address:

**Texas Medical Board
Attention: Investigations
333 Guadalupe, Tower 3, Suite 610
P.O. Box 2018, MC-263
Austin, Texas 78768-2018**

Assistance in filing a complaint is available by calling the following telephone number: **1-800-201-9353**
For more information, please visit our website at **www.tmb.state.tx.us**

United Medical Centers School Based Telemedicine Program

United Medical Centers is thrilled to be working with your child's school district to offer parents and students a new option for pediatric care. Through telemedicine video, students and parents will connect with a UMC pediatric provider for an assessment and treatment to care for your child while at school or home.

How does the program work?

With the parent's permission, a student may be evaluated during school hours by a pediatrician, family medicine physician, nurse practitioner or physician's assistant through a telemedicine visit either in the comfort of your home or on campus. If the student is in campus, the school nurse will quickly evaluate the student. After contacting the parent, the school nurse can connect with United Medical Center's pediatrician, family medicine physician, nurse practitioner or physician's assistant. United Medical Center's provider will complete an assessment of the student to include input from the school nurse and participating parent or legal guardian during the visit. Any office copayment due will be collected at the time of visit.

Upon completion of the evaluation, the provider will give instructions for follow-up care and submit an order to your pharmacy of choice for prescription medications, if needed. A record of your child's visit will be kept in the student's medical record at United Medical Centers for future reference. A copy of the visit summary will also be sent to your child's primary care physician. The parent or legal guardian will have access to all treatment information through the UMC's online health record portal.

What are examples of conditions that could be treated?

Examples of conditions that could be treated by telemedicine are:

- Fever
- Pinkeye
- Headaches
- Coughs and Colds
- Strep throat and Influenza
- Abrasions and Scrapes
- Rashes and minor skin infections

There are medical needs that will require an in-person evaluation by a medical provider. You may be asked to schedule an appointment with your child's primary care physician directly if an evaluation by telemedicine isn't enough for diagnosis.

How do I enroll my child for the program?

Please click on the link below to submit a United Medical Centers registration request form. A UMC's registration packet will be sent in a separate email to complete your child's registration into the school-based telemedicine program.

Will I be able to view my child's clinical visit summary?

Yes. You will receive an email invitation to the email address listed on your child's registration form.

How do I know if my child has a scheduled telemedicine appointment while at school?

When a student presents to the school nurse's office, the nurse will assess the student's condition and contact the parent or legal guardian to discuss if it is appropriate to schedule an appointment. An appointment cannot be scheduled without the consent of the parent or legal guardian.

How do I get an appointment for my child while attending school from home?

Parents/guardians may dial **(830)773-5358** to get a school-based telemedicine appointment for their child.

How can I participate in my child's appointment?

1. Student at school: By providing your email to the school nurse, you can be added to the telemedicine visit via a link sent to your email to participate in your child's telemedicine visit.
2. Student at home: Once a school-based telemedicine appointment is secured, United Medical Centers staff will send you a link.
 - a. Ensure that the camera and microphone on your device are turned on.
 - b. Ensure that you are in a private and quiet location to protect your child's privacy and minimize background noise or distractions.

United Medical Centers Registration Request Form Link:

<https://z1-rpw.phreesia.net/ApptRequestForm.App/#/form/ae059ed-54e6-4867-9ad6-1aa8579b4def>

I am interested in having my child participate in this program and I will register them online. ___ Yes ___ No

Students Name _____ ID _____ Parents Signature _____

Please return this form to your campus nurse.