

## **SCHOOL-BASED HEALTH CENTER MEMORANDUM OF AGREEMENT**

This School-Based Health Center Memorandum of Agreement (hereinafter, "Agreement") is entered into by and between Independent School District 197, West St. Paul-Mendota Heights (hereinafter, "District"), and Riverland Community Health (hereinafter, "Riverland").

WHEREAS, the District would like to establish a school-based health center ("SBHC") on-site at Two Rivers High School so that students, and particularly those in underserved populations, may easily access healthcare;

WHEREAS, Riverland is a nonprofit community-based healthcare organization that, as a Federally Qualified Health Center, provides accessible care to underserved populations and is interested in sponsoring the District's SBHC; and

WHEREAS, in accordance with Minnesota Statutes section 145.903, the parties would like to formalize their agreement regarding the establishment and operation of the SBHC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, Riverland and the District hereby agree as follows:

- 1. Purpose.** The purpose of this agreement is to enable Riverland to provide age-appropriate primary care services and behavioral health services to District students on a walk-in or referral basis at least three half days a week up to full time at Two Rivers High School. Services will include, but are not limited to:
  - a. preventative health care;
  - b. chronic medical condition management as necessary;
  - c. mental health care and crisis management by referral to appropriate resources;
  - d. acute care for illness and injury;
  - e. oral health care;
  - f. vision care;
  - g. nutritional counseling;
  - h. substance abuse counseling; and
  - i. referral to a specialist, medical home, or hospital for care.
- 2. Responsibilities of the Parties.**
  - a. The parties hereby agree to collaborate on the establishment and operation of an SBHC on the Two Rivers High School campus located in Mendota Heights, Minnesota. The District shall be responsible for providing a space for the SBHC, along with certain

utilities and services as outlined in this Agreement. Riverland shall be responsible for primary administrative and financial oversight of the SBHC and shall employ any necessary SBHC staff.

- b. The parties understand that each should be able to fulfill its responsibilities under this Agreement in accordance with the laws, policies, and regulations that govern their respective operations. This Agreement is not intended to preempt the controlling legal obligations of either party.
- c. If at any time either party is unable to perform its obligations under this Agreement, it shall promptly notify the other party.
- d. The parties acknowledge that ownership and right to control all medical records, test results, and supporting documents prepared in connection with the delivery of services in the SBHC will vest exclusively in Riverland, and that such medical records are not “educational records” as defined in the Family Education Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (FERPA), or educational data under the Minnesota Government Data Practices Act, Minnesota Statutes § 13.32 (MGDPA).
- e. Riverland and the District acknowledge that coordination and communication between the SBHC, school personnel (e.g. school nurses, counselors, teachers, administrators, and safety officers), Primary Care Providers, and Managed Care Organizations (including Medicaid utilization and billing systems for SBHCs) will improve continuity of care, reduce fragmentation, and prevent duplication of services. Hence, Riverland and the District commit to an ongoing mutual assistance and communication to coordinate services and avoid duplication of services.

### **3. Guidelines for Riverland and the District.**

- a. The District will assist in identifying students who do not have access to routine health/dental care services, who do not currently have a primary or family health care provider, behavioral health or dentist, or who have not had a recent physical examination and may refer such students to Riverland for services related to health issues as it deems necessary.
- b. Riverland shall provide primary care and behavioral health services on site at the professional discretion of the medical provider or may refer patients to other health care providers.
- c. Before providing services to a student, Riverland shall obtain parental consent for such treatment, unless parental consent is not required under Minnesota’s minor consent laws, Minnesota Statutes section 144.341-141.347.
- d. The scope of diagnosis, treatment and care offered by Riverland will include Early and Periodic Screening, Diagnostic and Treatment (EPSDT), sports physicals, acute care, referrals for specialty services, follow up for chronic diseases, access to a call center, family planning services, evaluation, and treatment of sexually transmitted infections, limited mental health services, and eligibility services. Education programs for students

and parents will be provided as . A limited laboratory and limited medications will be available.

- e. Students with physical, mental, and behavioral issues may receive routine physical or emotional examination or evaluation conducted by Riverland and may be referred to other health care providers at Riverland's professional discretion. The District may refer students to Riverland for examination and follow up. Riverland shall be responsible for acquiring consent for treatment and for informed consent prior to any invasive procedure.
- f. Riverland may also provide scheduled clinics for sports physicals and immunizations.
- g. Riverland shall preserve and assure the confidentiality of medical treatment records in accordance with Health Information Portability and Accountability Act of 1996 (HIPAA).
- h. The District will assist in giving notice of programs or activities sponsored by Riverland.
- i. Riverland, with the cooperation of the District's school nurses, shall schedule appointments for those students who have acquired written authorization from their parents or legal guardians, unless permission may be waived or is not required under state or federal law.
- j. The District will provide workspace for Riverland in the health office of Two Rivers High School so that referrals between Riverland and the District will be seamless.

#### **4. Confidentiality and Data Privacy.**

- a. The parties acknowledge the following legal obligations:
  - (i) HIPAA and its implementing regulations guide management and protection of Personal Health Information (PHI) in medical records kept by Riverland.
  - (ii) Riverland is a HIPAA covered entity.
  - (iii) FERPA, 20 U.S.C. § 1232g, and its implementing regulations guide management and protection of personally identifiable information in education records maintained by the District and its employees, including school nurses, social workers, and counselors.
  - (iv) The MGDPA, Minnesota Statutes section 13.32, classifies educational data maintained by the District, including student health data, as private data on individuals.
- b. The parties agree to comply with all federal and state privacy and confidentiality laws, including HIPAA, FERPA, and the MGDPA, to assure that no person will publish,

disclose, use, or permit to be published, disclosed or used, any confidential or private data pertaining to applicants, participants, or students unless authorized by such laws.

- c. Riverland agrees that any student data obtained through this cooperative agreement is confidential or private and cannot be disclosed to a third party unless disclosure is required by law.
- d. Neither party will use or disclose PHI or health status information maintained in educational records in a manner that would violate the requirements of federal or state law regarding the provision of confidential services to minors. Riverland will use all available means to avoid third party disclosures.
- e. Each party shall promptly notify the other party of any unauthorized or attempted unauthorized possession, use, or disclosure of confidential or private data and shall promptly furnish to that party full detail of the unauthorized release of such confidential or private data and shall assist with the investigation or prevention of the further release of such information.
- f. The parties hereto agree they will not disclose any student health records unless such disclosure is authorized pursuant to the requirements of the HIPAA and FERPA.
- g. The obligations in Paragraph 4 shall survive termination of the Agreement.

**5. Permissible or Required Disclosures Pursuant to HIPAA.**

- a. Riverland shall be permitted to disclose PHI without parental consent under limited circumstances as set forth in HIPAA and its implementing regulations:
  - (i) School nurses are recognized under HIPAA as limited “public health entities” for the purpose of receiving immunization-related information to prevent and control disease. Hence, Riverland may disclose PHI related to a child’s immunization status to school nurses.
  - (ii) Riverland may disclose PHI to a medical practitioner, 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.
- b. As authorized by FERPA, the District may disclose health information in student education records to SBHC clinicians without parental consent in connection with an emergency, if such disclosure is necessary to protect the health or safety of the student or other persons.

- 6. Facility and Utilities; Financial Responsibility.** The District agrees to provide Riverland the use of facilities at Two Rivers High School, along with certain utilities, including internet and telephone services, water, electricity, gas, sewage, and waste disposal (excluding wastes specified in Section 7 of this Agreement). The District also agrees to

provide custodial services to the SBHC. Such facilities, utilities, and services will be at no charge to Riverland, but the District reserves the right to seek reimbursement for those charges not related to the purposes of this Agreement. The District agrees to bear the cost of maintenance and repair of the facility resulting from normal use or wear and tear of the facility. All other costs associated with operating the SBHC shall be borne by Riverland.

7. **Medical Waste.** Riverland will reasonably and promptly dispose of all medical waste that it produces or collects. Medical waste shall include, but not be limited to, the following:
  - a. Biohazardous waste: Waste contaminated or potentially contaminated with the infectious agents known to cause human illness including but not limited to hypodermic needles, scalpels, razor blades, towels, gloves, cultures and the like.
  - b. Biohazardous sharps: Devices capable of cutting or piercing. Examples include, but are not limited to, hypodermic needles, scalpels, and razor blades.
  - c. Pathological waste: Human specimens and tissues, or any item containing or contaminated by human specimens or tissues.
8. **Fixtures and Equipment.** Riverland and the District hereby agree that all fixtures and equipment purchased by Riverland with its own funds shall remain the property of Riverland. All trade fixtures, signs and other personal property not permanently affixed to the facility shall remain the property of Riverland and Riverland shall have the right to remove such fixtures, signs and other personal property at any time without notice to the District.
9. **Furnishings and Equipment.** The District agrees that it shall provide all furnishings and office equipment for the SBHC at Two Rivers High School that are not medical in nature. Those items include but are not limited to computer network systems and security systems.
10. **Term of Agreement.** This Agreement will be active and continuous from the date of approval by Riverland and the District. This Agreement will automatically renew from year to year thereafter unless either party to this Agreement provides the other party written notice pursuant to Paragraph 11 that the party desires to terminate this Agreement.
11. **Termination.** This Agreement may be terminated by either party upon ninety (90) days written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.
12. **Compliance with District Policies and Laws.** Riverland and its employees must comply with all applicable District policies relating to its use of and presence at the SBHC. The District's policies are available online through the District's website. Riverland must also comply with all applicable federal and state laws and rules, and with all city ordinances that apply or relate to the operation of the SBHC.
13. **Liability Insurance.** Throughout the term of this Agreement, Riverland must maintain a policy of liability insurance covering general liability and bodily injury. The policy must

have liability limits that are not less than \$1,500,000 for any number of claims arising out of a single occurrence. Riverland must provide the District with proof of insurance coverage upon request.

- 14. Workers Compensation Insurance.** In compliance with Minnesota law, Riverland must maintain workers' compensation insurance on all employees of Riverland who perform services at the SBHC.
- 15. Indemnification.** Riverland shall defend, indemnify, and hold harmless the District, its School Board, employees, and agents with respect to any liabilities, damages, suits, claims, judgments, attorney fees, and court and legal costs and expenses that arise out of or result of from any alleged negligent, reckless, wrongful, or willful act or omission of Riverland or Riverland's employees, representatives, volunteers, and other agents in the course of Riverland's performance or non-performance of its obligations under this Agreement.
- 16. No Assignment.** Riverland may not assign or transfer its interest or any rights under this Agreement without the written approval of the District.
- 17. Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership, agency relationship, or joint venture between the parties. The parties have no authority or power to take any action that could legally bind the other party. No statement contained in this Agreement shall be construed so as to provide either party's employees with the rights, privileges, or benefits offered to the other party's employees.
- 18. Equal Drafting.** If either party asserts that a provision of this Agreement is ambiguous or unenforceable, the Agreement will be deemed to have been drafted equally by the parties.
- 19. Severability.** The provisions of this Agreement are severable. If a court of law determines that any provision of this Agreement is unenforceable, the remaining provisions will remain in full force and effect.
- 20. Governing Law.** This Agreement and the rights of the parties will be governed, construed, and enforced in accordance with the laws of the State of Minnesota.
- 21. Entire Agreement; Modifications.** The terms of this Agreement reflect the entire agreement between the parties. Except as stated in this Agreement, no party has relied on any statement, promise, inducement, or representation. This Agreement supersedes any and all prior agreements between the District and Riverland related to the matters discussed herein. No modifications to this Agreement will be valid unless both parties agree to the change in writing, as evidenced by a duly signed addendum to this Agreement. A copy of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown by their signatures. By signing below, each party specifically acknowledges that it has read this Agreement; that it has had the opportunity to review this Agreement with legal counsel; that it understands this Agreement; and that it voluntarily agrees to be legally bound by this Agreement.

**RIVERLAND COMMUNITY HEALTH**

Date: \_\_\_\_\_  
[NAME]

By: \_\_\_\_\_  
[TITLE]

**INDEPENDENT SCHOOL DISTRICT NO. 197**

Date: \_\_\_\_\_  
[NAME]

By: \_\_\_\_\_  
[TITLE]

Date: \_\_\_\_\_  
[NAME]

By: \_\_\_\_\_  
[TITLE]

