

**Memorandum of Understanding  
2017  
North Olympic Healthcare Network & Port Angeles School District  
Satellite Medical Services Agreement**

This Memorandum of Understanding (“MOU”) is made on this 24<sup>th</sup> day of August, 2017, by and between North Olympic Healthcare Network (NOHN) and the Port Angeles School District (PASD) to formalize the location for NOHN to provide Satellite Medical Services, staffed by NOHN and within a facility operated by the PASD. The parties enter into this MOU in order to identify the general framework by which NOHN will provide its services, memorialize the roles and responsibilities of NOHN and PASD and identify the distinctions between the respective obligations and legal parameters in which NOHN and the PASD work. This information will serve as the grounds work for more detailed service and business association agreements, if any. The parties shall work together in good faith to implement the program generally described below. Either party may, however terminate this agreement for any reason upon thirty (30) days’ written notice to the other party.

**Background:**

Some children may not have easy access to medical, behavioral or oral healthcare due to individual or family lack of finances, transportation, time or knowledge about healthcare. Embedding medical services into PASD would improve the access of families to healthcare for as many students as possible. Research demonstrates that having access to medical services at the school is associated with improvements in attendance and grade point average over time for high-risk students.

NOHN is a not-for-profit federally-qualified community health center that provides high-quality, full-spectrum primary care, behavioral health and oral health services to meet the needs of the North Olympic Peninsula. NOHN provides safe, effective, patient-centered, continuously measured and improved health care to every patient regardless of age, gender, race, creed, national origin, insurance status or ability to pay.

PASD is a public school district and municipal corporation charged with educating the community’s children through Pre-K services for eligible students, K-12 for the majority of children, and transitional services for students who are eligible. PASD operates school buildings and facilities for the operation of its educational program and whenever possible makes time and space available as policy allows for use and services that benefit the community.

**Goal:**

Provide medical services within a PASD facility.

**Scope:**

By providing medical staffing to a satellite location within one or more PASD facilities NOHN will offer families and their students attending PASD schools healthcare services which may include, but are not limited to:

- acute health conditions and injuries
- chronic disease management (common health problems)

- immunizations
- family planning
- sexual health and education
- tobacco and drug use prevention
- women's healthcare
- preventive care such as well child checks and sports physicals
- behavioral health care such as counseling for depression, peer pressure and family conflict
- oral health care such as screening and sealants

**Commitments:**

**Port Angeles School District will provide:**

- Operational support, such as space or facilities support, utilities, maintenance and custodial services of the space used by NOHN.
- A suitable location within the Port Angeles High School grounds at which to provide Medical Services (the "Satellite Location")
- Assistance with identification of student who need medical services
- Collaborative efforts to gain/sustain community support
- Yearly review of Satellite Medical Services Program Evaluation

**North Olympic Healthcare Network will provide:**

- Operational support
- Health care professionals to operate the services provided by NOHN at the Satellite Location
- Established MOU with Peninsula Behavioral Health for behavioral health services
- Satellite Medical Services management, supervision and Annual Program Evaluation
- A HIPAA compliant electronic medical record that governs patients and records of the SBHC separate and apart from the education records maintained by PASD.
- Medical malpractice coverage for NOHN health care professionals and such additional insurance as PASD may require.
- Other necessary ancillary services (billing, labs, etc.) for the operation of Satellite Location
- Efforts to ensure continuity of care with the usual primary care providers of families and their students who choose to be served at the Satellite Location.
- Metrics for program evaluation including, but not limited to: Number of unduplicated student (patient) visits, total number of all clinic visits, quality of healthcare for family/student Satellite Medical Services users and financial indicators for program viability.
- Medical Supplies

**Costs:**

Each party shall bear its own respective costs, including attorney fees and professional services, related to the services provided by this MOU and the negotiation of the terms of the more detailed service agreement and business association agreement. The space, including utilities and high speed internet, at the Port Angeles High School will be provided to NOHN at no cost to NOHN by PASD. Proceeds from the billing of medical services will remain with NOHN to offset its costs of services.

### **Continued Cooperation:**

To this end, the parties will seek in good faith, grant funds from available resources to offset of any of the costs of either party incurred as a part the arrangement.

### **Confidential Student Information:**

NOHN and PASD will continue to operate as two separate entities for purposes of record keeping and confidentiality. NOHN is a medical clinic operating under HIPAA and state law governing privacy, confidentiality, and the sharing of information regarding patient records.

### **PASD**

PASD is a public school district and Port Angeles High School is a secondary school operated by PASD. All educational services and medical services provided to students within the context of the educational setting by school district staff are governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and 34 C.F.R. Part 99 and parents of students below the age of 18 have the right to access all information covered by FERPA, as do parents of students above the age of 18 if the student is considered a dependent as defined within the federal internal revenue code.

### **NOHN**

NOHN agrees and understands that the PASD will only provide student information to NOHN upon a signed release of information, which must be signed by parent or an “eligible student” as that term is defined in FERPA, if the student is 18 years of age or older, or emancipated (as per state and/or federal law). NOHN has the responsibility of obtaining a written, signed, and dated consent for the release of educational record information prior to PASD providing information from education records to NOHN.

NOHN’s records will be kept separate and apart from education records maintained by PASD for students.

Washington State regulations and case law allow minors age 13 and older 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

Protected Health Information (“PHI”) communicated to NOHN or otherwise, contained in NOHN’s electronic medical record, is considered confidential and will not be disclosed in any manner to any other person, agency, or entity without the prior written consent of the student or parent, unless allowed or required to make such a disclosure under an applicable law or court order. PHI shall have the meaning defined under the Health Insurance Portability and

Accountability Act of 1996, as amended, including the federal regulations issued pursuant to that act.

**Liability and Indemnification:**

Each party to this Agreement shall be responsible for claims and damages to persons or property and other associated costs, including attorney fees, resulting from acts or omissions on the part of itself, its employees, its agents, or its officers. Each party will indemnify and hold harmless all other participants against any and all such actions, claims, and demands that may result from any acts or omissions of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement shall be considered the agent of the other party.

**Non-Discrimination:**

NOHN and PASD agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspect of the clinic or this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

**Mutual Independence:**

This MOU does not in any way create or establish a partnership, joint venture, or agency relationship between NOHN and the PASD. Neither party shall have the authority to bind the other to any obligation or agreement. Neither party will communicate with third-parties or the public on behalf of the other. Each party offers and provides services to the students of the PASD and their families exclusively on its own behalf and in the context of the party's respective duties and responsibilities, exclusive of the other's management or authority.

**No Third-Party Beneficiary:**

None of the terms, conditions, or covenants set forth in this MOU will give or allow any claim, benefit, or right of action by any third person not a party to this MOU. Any person other than the parties to this MOU who or which receive services or benefits under this MOU will be only an incidental beneficiary.

**Applicable Law:**

This MOU will be construed in accordance with the laws of the State of Washington.

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North Olympic Healthcare Network Date

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Port Angeles School District Date