

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF SANTA ROSA COUNTY SCHOOL DISTRICT,
ESCAMBIA COMMUNITY CLINICS, INC. AND
FLORIDA DEPARTMENT OF HEALTH IN SANTA ROSA COUNTY

This Memorandum of Understanding is entered into by and between the School board of Santa Rosa County School District, Escambia Community Clinics, Inc. (ECC) and Florida Department of Health in Santa Rosa County (DOH-Santa Rosa) on the ____ the of _____, 2015 for the purpose of communication and referrals to the McKinney-Vento Health Program.

Escambia Community Clinic agrees to:

1. Participate in regular collaboration with Santa Rosa County School District and (DOH-Santa Rosa) through quarterly meetings to identify the needs of homeless students and ensure smooth implementation of services.
2. Upon the receipt of authorized student records, Escambia Community Clinic will keep said records confidential, consistent with Florida Statutes, State Board of Education rules, and federal laws relating to Family Educational Rights and Privacy Act (FERPA), also known as the Buckley Amendment—U.S. Codes (20 USC 1232g), Code of Federal Regulations (CPR) for Title 34; part 99.
3. To Coordinate with Santa Rosa County School District and DOH – Santa Rosa nurse case managers and social workers in insurance verification, primary care assignment, medical history, etc. as part of the receipt of referral process.
4. Determine schedule of appointments.
5. Notify referring Communities of Learning/McKinney-Vento Health Program of scheduled appointments.
6. Provide a single point of contact to make referrals for additional dental/health services beyond provider/vans.
7. Identify a contact person with Escambia Community Clinic to facilitate interagency communication relative to the MOA.
8. Process prompt referrals and, with parental consent, assist with the appointment process if needed.
9. Maintain a case record documenting the status of the case.
10. Document services rendered in Homeless Management Information System (HMIS).
11. ECC Medical and Dental Providers shall provide physical and dental services – patient care services and treatment within his/her professional training and in compliance with ECC established treatment protocols.
12. It shall be the responsibility of the Medical Director of ECC to provide clinical oversight of care provided by ECC Practitioner. Oversight consists of appropriate medical records review, sight visits, periodic review of Practitioner qualifications and training and adherence to treatment protocols.

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13. ECC Practitioner and medical support staff are covered by the Federal Tort Claims Act (FTCA). Laws that have titled Federally Supported Health Centers Assistance Acts of 1992 and 1995; Public Law 104-73. All claims of alleged injuries shall be defended by the U.S. Attorney's Office of the Federal Government.
14. Permit parent/guardian to be present during appointment for their child.
15. ECC agrees to indemnify, defend and hold harmless the School Board of the Santa Rosa County School District, it's agents and employees for any and all liability, costs and fees associated with the defense of an alleged injury or claim against the School Board for services provided by the ERC.

(DOH-Santa Rosa) will:

1. Complete age appropriate health assessment with students.
2. Determine need for follow up for health or dental services.
3. Complete Department of Health or McKinney-Vento referral and send to Escambia Community Clinic using an agreed upon decision tree for referrals.
4. Provide additional information if needed
5. Obtain an exchange of information to include Escambia Community Clinic (parent signature if required).

The School Board of Santa Rosa County School District will:

1. Consult with homeless youth enrolled in Santa Rosa County School District and inform youth about Health Services Program.
2. Obtain signed consent from parent/guardian or youth, if 17 years of age or younger, authorizing exchange of information.
3. Provide verification and authorization for homeless unaccompanied youth 16 and 17 years of age to provide their own consent (Florida H.S 260).
4. Ensure that release of student information to Escambia Community Clinic and Florida Department of Health Santa Rosa is consistent with Florida Statutes, State Board of Education rules, and federal laws relating to Family

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Educational Rights and Privacy Act (FERPA), also known as the Buckley Amendment—U.S. Codes (20 USC 1232g), Code of Federal Regulations (CPR) for Title 34; part 99.

5. Provide designated parking space for van when visiting school campuses.
6. Provide waiting area for students and family members, if available.

This agreement may be amended at any time by mutual consent of the parties reduced to writing.

Tim Wyrosdick, Superintendent
Santa Rosa County School District

Sandra Park-O'Hara, Administrator
Florida Department of Health – Santa Rosa

Escambia Community Clinics, Inc.
Chandra Smiley, Executive Director

Rodney, M. Johnson, Chief Legal Counsel
Northwest Law Office
Florida Department of Health