

**MEMORANDUM OF AGREEMENT
BETWEEN
(DEKALB COUNTY SCHOOLS)
AND
Southside Medical Center
REGARDING
SCHOOL-BASED HEALTH CENTER AT
(Pine Ridge Elementary)**

This Memorandum of Agreement ("MOA" or "Agreement") is made and entered into by and between (DeKalb County Schools) and (Southside Medical Center). The parties hereto shall also be individually referred to as "Party" and collectively as the "Parties."

WHEREAS, the GaDOE has identified the need to provide expanded access to primary healthcare for students in selected areas by way of a school-based health center (SBHC) (hereinafter referred to as the "Initiative");

WHEREAS, the GaDOE seeks to provide funding to LEAs available for reimbursement to medical sponsors who have been determined to provide services at selected SBHCs,

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the Parties hereby agree as follows:

1. **Scope.** Southside Medical Center agrees to provide the services for the Initiative as described in Attachment A-Statement of work which is attached hereto and incorporated herein by this reference as "Attachment A".
2. **Term.** This Agreement shall begin (enter date), or upon the last signature by the authorized representatives of the Parties, whichever is later and shall continue until (enter date), unless terminated earlier pursuant to Section 4, Termination. The Parties may renew this Agreement by mutual written agreement.
3. **Payment.** Charges for the services provided by Southside Medical Center shall be invoiced monthly. In no event shall the total compensation to be paid under this Agreement, inclusive of all related costs and expenses, exceed the sum of \$682,000.
4. **Termination.** DeKalb County Schools may terminate this Agreement for any reason upon delivery of sixty (60) calendar days' written notice
5. **Authority.** Each party represents that it has the authority to enter into this Agreement and that its governing body has authorized, by proper action, the execution and delivery of the Agreement. Each Party represents that there is no litigation or proceeding pending, or to its knowledge, threatened against it have a material adverse effect on the right of the Party to execute this Agreement or the ability of the party to comply with any of its obligations under this Agreement.
6. **Notice.** All notices shall be in writing and shall be delivered by any of the following methods:
 - a. By personal delivery.
 - b. By registered or certified mail, postage prepaid, return receipt requested.

- c. By nationally recognized overnight courier; or
- d. By electronic mail or facsimile with a confirmation copy sent by first class mail.

LEA Representative
C/O Dr. Devon Q. Horton, Superintendent
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Medical Sponsor Representant
C/O Dr. David Williams CEO
Southside Medical Center
1046 Ridge Avenue SW
Atlanta, Georgia 30315

Phone number (678)676-1200

Phone number (404) 564-7004

- 7. **Amendments in Writing.** This agreement may be amended at any time by written mutual agreement of the Parties. No modifications or alteration of this Agreement will be valid or effective unless each modification or alternation is made as an amendment to this Agreement and signed by both parties.
- 8. **Venue and Governing Law.** Any action brought by one Party to this Agreement against the other shall be brought in the Court of the LEA's county, and this Agreement shall be governed by and construed in accordance with Georgia law.
- 9. **Headings.** The headings in this Agreement are for convenience of reference and shall not affect, expand, or restrict the terms or conditions hereof.
- 10. **Waiver.** No Party will be deemed to have waived any provisions of this Agreement unless such waiver is made explicit in writing and signed by the Party waiving such provision. No waiver shall be deemed a continuing waiver unless so stated in writing.
- 11. **Assignment.** This Agreement shall not be assigned or transferred unless consented to in writing by (DeKalb County Schools or Southside Medical Center, whichever party is applicable).
- 12. **Liability.** The Parties acknowledge and agree that neither Party shall be responsible for any loss, injury, or other damage to the person or property of anyone participating in the Initiative unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers or employees.
- 13. **Insurance.** The contractor will be required to meet the following requirements for insurance: CONTRACTOR and all subcontractors and consultants, shall maintain insurance in the types and coverage amounts shown below during the term of this Agreement. CONTRACTOR shall provide DCSC with (i) an endorsement from the insurer naming the DeKalb County School District and the DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other time as DCSD request. The insurance requirements of this Agreement are: Type of Insurance Coverage Limits Comprehensive General Liability \$2,000,000 annual aggregate including contractual liability, \$1,000,000 per occurrence Bodily injury and Property Damage

foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any participant of the Initiative.

15. **Severability.** If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement. Further, if any provision of the Agreement is determined to be unenforceable by virtue of its scope but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law.


16. **Counterparts.** This agreement may be executed in one or more counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements, and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

Southside Medical Center

Dekalb County School District

By:



Name: David M. Williams, M.D.
Title: CEO/President
Date: 2/4/25

By:



Name: Dr. Devon Q. Horton
Title: Superintendent
Date: 1/31/25

ATTACHMENT A: STATEMENT OF WORK

MEDICAL SPONSOR RESPONSIBILITIES:

1. Upon receipt of written consent from parent or legal guardian, the following services shall be provided to the students enrolled at (name of school), their families and employees of the school
 - a. Primary Health Care Services (in a comprehensive, integrated, and accessible manner and in a sustained partnership with the student, his/her family, and his/her primary care provider in order to promote health management or treat chronic disease):
 - i. Health maintenance (well care, immunizations)
 - ii. Chronic disease management
 - iii. Mental health screening and assessment followed with appropriate services/referrals
 - iv. Acute illness care
 - v. Oral health screenings and assessment followed with appropriate services (either on site or by referral)

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 - iv. Acute illness care
 - v. Oral health screenings and assessment followed with appropriate services (either on site or by referral)
 - vi. Vision screenings followed with appropriate services (either on site or by referral)
 - vii. Referral for other services not available at the health center
 - b. Work in collaboration with existing school services and observing HIPAA and FERPA regulations (i.e., school nurse, school counselor; school social worker) to provide the services necessary to address the whole child model of support.
2. Bill public and private insurers for services provided. Develop a sliding fee scale to ensure that all students have access to care regardless of ability to pay. All collections for services will be used for the sole purpose of the SBHC at (name school location).
 3. Agree to see all consented patients regardless of their family's ability to pay.
 4. Obtain and manage consent forms.
 5. Provide after hours and weekend coverage for students enrolled in the SBHC.
 6. Minimum staffing includes:
 - a. Advanced Practice Practitioner (Nurse Practitioner or Physician Assistant)
 - b. Medical Assistant
 - c. Receptionist/front office support
 7. Secure and maintain, at its sole expense, appropriate general and professional liability insurance coverage.
 8. Submit utilization reports at a time agreed upon by the medical sponsor and GaDOE Office of Whole Child Supports. Report template to be provided by GaDOE Office of Whole Child Supports.

LEA RESPONSIBILITIES:

1. Provide space (either in-school or by modular unit on school grounds) for the SBHC to be housed and operated.
2. Provide utilities for the SBHC (electricity, water, telephone, heat, etc.)
3. Provide access to the SBHC by consented students and their parents.
4. Assist the medical sponsor in recruitment activities (provide access to parent/teacher meetings; classrooms to distribute consent forms; drop-off and pick-up lines at school; etc.).

5. Collaborate and support medical sponsor with obtaining consent forms, inclusive of current and valid Medicaid information as well as private insurance information as applicable, identifying patients in need of additional support.