

**Memorandum of Understanding between
Columbia Public Schools and
Clarity Healthcare**

THIS AGREEMENT is made and entered into as of 6/12/23 by and between Columbia Public Schools (the “District”) and Preferred Family Healthcare, Inc. d/b/a Clarity Healthcare (“Clarity”). This document creates a memorandum of understanding for the purpose of providing on-site school health services.

PURPOSE OF AGREEMENT

- A. This document will serve as the operating agreement between the District and Clarity for the purpose of delivering health care services to students attending the District.
- B. The overall goal of this agreement is to develop a comprehensive system of school-based health care services and referrals for school-based or school-linked primary health care services, and other health services for students attending the District, by utilizing the combined resources of our agencies and working in partnership with other community-based providers.

The District and Clarity’s collaboration exists as a result of a partnership to promote and ensure physical health care, as well as other support services to students of the District. This partnership includes academic, social, and physical health in an integrated approach toward helping students achieve optimal health status and maximizing their school performance.

SECTION I

TERM

- 1.1. **Term.** The initial term of the Contract shall commence July 1, 2023, and terminate June 30, 2024, with provision for extension of the contract for one-year terms from July 1st of any given year, to June 30th of the following year.
- 1.2. **Contract Extension.** The parties shall meet in May 2024 to consider and negotiate the extension of the Contract after the initial term for additional Contract Year(s). For purposes of the Contract, the term "Contract Year" shall mean each one-year period commencing July 1 and ending June 30.
- 1.3. **Option to Terminate.** Both parties may terminate the Contract for any reason upon providing sixty (60) days written notice for any cause.
- 1.4. **Breach.** The rights of the parties to terminate this Agreement as described in Section 1.3 may be exercised immediately if the other party breaches or is in default of any of the obligations hereunder, if such default has not been cured within ten (10) days after receipt of written notice to the defaulting party from the party seeking to terminate.

SECTION II

SERVICES PROVIDED BY CLARITY

2.1 Primary Care services are provided to all students that includes:

- Acute visits (sore throat, fever, sprained ankle, etc)
- Preventative Visits
- Sports Physicals
- Vision Services
- Free Vaccines through the Vaccines for Children (VFC) Program
- In-house lab services (strep tests, influenza, etc)
- Reference lab services
- Documentation of visit provided to child's primary care physician (PCP) if not a Clarity patient

2.2 Counseling Services are provided to all students that includes:

- Behavioral Assessments and evaluations
- Referrals to counseling sessions, individual and family
- Referrals to trauma-focused counseling with licensed or licensed eligible counselors specializing in trauma
- Referrals to Substance Use Disorder Counseling Services and Treatment

SECTION III

UNDERLYING PRINCIPLES

3.1. **Purpose.** All activities undertaken through this memorandum are for the purposes of improving the overall medical health of children attending the District and supporting the school's educational mission.

3.2. **Fundamental Goal.** The provision of primary and preventative health services is a fundamental goal of the Memorandum of Understanding.

3.3. **Access to Services.** Clarity will work collaboratively with other community providers of health services to increase children's and youth's access to preventive, primary health, and behavioral health services.

3.4. **Parental Consent.** Primary health care, counseling, other health services will be permitted only with signed parental consent.

3.5. **Established Policies & Procedures of School District** All staff involved in the delivery of health services through the School Based Health Clinic agree to work within established policies and procedures of the District and in accordance with state requirements.

3.6. Established Policies & Procedures of Clarity All staff involved in the delivery of health care services through the School Based Health Clinic program agree to work within the Policies and Procedures established by Clarity.

3.7. Licensing, Credentials, Criminal Investigation. All staff involved in the delivery of health care services through Clarity shall meet appropriate licensing, credentialing requirements and criminal background investigations. The District administrative team members have final choice on which Clarity team members work within the School Based Health Clinic.

3.8. Collaboration. The District and Clarity will work collaboratively to meet goals, objectives and requirements. Team members will meet regularly to define on quality improvement initiatives and shared goals to meet the health and educational needs of targeted students.

SECTION IV

MUTUAL RESPONSIBILITIES

4.1. General Responsibilities. The District and Clarity will commit resources to the activities envisioned. Staffing and other resources to be provided by each agency will be dependent upon their respective resources and appropriations.

4.2. Management Responsibilities. Mutual Management Responsibilities will include:

- A. Development of strategic clinical and administrative goals and objectives
- B. Communication of staffing changes or additions, and supervision of staff
- C. School nurses, principals, other school staff (School Social Worker, Counselor, Parent Liaison, etc.) and teachers will work collaboratively in cases that require follow up of urgent issues
- D. Complete periodic surveys to evaluate the program and student needs in accordance with Clarity policies and procedures
- E. Link children and youth in need of health services with available community resources
- F. Develop required consents for participation in the programs.
- G. Comply with all applicable federal, state, and local laws and regulations prohibiting discrimination.
- H. Comply with standards set forth in Title II of the Americans with Disabilities Act.

- I. Administer the programs in accordance with the revised School Code and State School Aid Act.
- J. Follow District Communicable Disease Policy and Guidelines as well as Clarity occupational safety and health act guidelines regarding transmission of blood borne pathogens such as HIV and Hepatitis B to health care and public safety workers.
- K. Provide adequate management and supervision of all employees to assure compliance with the Agreement and applicable legal requirements.
- L. Take all corrective or enforcement measures, including notification of proper officials, to prevent misconduct or non-compliance with applicable legal requirements.
- M. Use only qualified and competent individuals. All parties shall ensure that all personnel are screened, qualified, and successfully tested in accordance with applicable legal requirements. Upon request by any of the parties for any or no reason, a partner will remove and replace any position.

Clarity will ensure that all of its employees, agents, and independent contractors who will provide services to the District's students will be fingerprinted and background checked in accordance with the background checks required by the District. Results of background checks of the Clarity's staff working directly with students must be provided to the District. The District reserves the right to refuse to allow any employee, agent or, independent contractor access to students if the employee does not complete a background check acceptable to the District.

4.3. Payment. The parties acknowledge and agree that all patients receiving services pursuant to this Agreement shall be Clarity's patients. Accordingly, Clarity shall be solely and exclusively responsible for billing patients and/or third party payers for all services rendered on behalf of Clarity to Clarity patients by the providers hereunder, and shall retain all payments so collected. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either party by the other party. Neither party shall: (i) require their employed and/or contracted professionals to refer patients to one another (or to any other entity or person); or (ii) track referrals for purposes relating to setting the compensation of their employed and/or contracted professionals or influencing their referral choice.

4.4. Referrals. Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending or arranging the purchase, lease, or order of any item or service. Any payments made by either party represent the fair market value of the supplies and/or services to be rendered by such party hereunder and are not in any way related to or dependent upon referrals by and between the parties. The District will refer students, subject to parental consent and the care setting that is in the best interest of the student.

SECTION V

SCHOOL DISTRICT RESPONSIBILITIES

5.1. **Space and Utilities.** The District will provide space and utilities to operate the clinic pursuant to the lease agreement executed between the Parties.

5.2. **Promote Program Services.** The District will promote School Based Health Clinic programs to students and families in need of services. In addition, individual schools will ensure access to students in order to provide health services to those students.

5.3. **Parental Consent.** The District will assist Clarity in providing notification to parents and guardians regarding parental consents for services.

5.4 **Program Collaboration.** The District will work in partnership with Clarity to identify, support and develop health programs and services.

SECTION VI

CLARITY RESPONSIBILITIES

6.1. **Supplies.** Clarity will provide supplies for health services provided in the School Based Health Clinic.

6.2. **Cost of Travel/Training.** Clarity will provide for the cost of travel conducting School Based Health Clinic business and cost of training for Clarity personnel.

6.3. **Miscellaneous Cost and Expenses.** Clarity will provide other miscellaneous cost and expenses related to School Based Health Clinic operations.

6.4. **Medical Supervision.** Clarity shall have a licensed physician as a medical director who supervises the medical services provided by the clinic. The physician must be available to the provider at all times via direct in-person or telecommunication; must monitor and regularly review the practice of the Physician Assistant (PA) or Nurse Practitioner (NP)'s performance.

6.5. **Quality Assurance Plan.** Clarity will follow the Health Center's Board Approved policies and procedures in adherence to HRSA guidelines covered under Federal Tort as standards of clinical practice and accredited through regulating agencies including CARF and HRSA.

6.6. **Laboratory Standards.** Clarity will conform to regulations determined by the accrediting agencies such as HRSA and the Department of Health and Human Services

6.7. **Criminal Background Investigations.** Clarity will require all personnel conducting business on behalf of the School Based Health Clinic in schools to undergo criminal

background investigations according to established District policies and procedures prior to placement in District programs.

6.8. List of Employees. Clarity will provide a list of employees working in the school programs to the District. The list will include name, position, address, phone number, and e-mail address. This list will be periodically updated by Clarity to maintain a roster of current individuals working in school health programs.

6.9 Remodel and Medical Equipment. Clarity will be responsible for the cost of purchasing any medical equipment used in the provision of services at the School Based Health Clinic.

SECTION VII

MUTUAL RESPONSIBILITIES

7.1. Advisory Committee. The advisory committee will review clinic policies for parental consent, requests for medical records and release of information to assure that they are in accordance with legislative mandates, District policies and procedures, Clarity policies and procedures. The committee will meet a minimum of four times per year.

Representative members to include but not limited to: Clarity administrative team, the District administrative team, and other individuals as identified by the Advisory Committee.

SECTION VIII

CONFIDENTIAL PRIVACY HEALTH INFORMATION

8.1. Patient Identifying Information. The parties shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Privacy and Security Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162), and 42 C.F.R. Part 2 (collectively, the “Standards”) promulgated or to be promulgated by the Secretary of Health and Human Services. To the extent applicable, all medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from the business relationship set forth in this Agreement, shall be treated and maintained in a confidential manner by the parties to this Agreement and their employees and agents and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. It is not the intent of the parties that the District becomes a Business Associate of Clarity. However, to the extent the parties mutually agree otherwise, the District and Clarity shall execute a HIPAA-compliant Business Associate Agreement (“Business Associate Agreement”). In the event of any conflict between the terms of the Business Associate Agreement and this Agreement, the Business Associate Agreement will govern.

8.2. Family Educational Rights. Student information is protected by the Family Educational Rights & Privacy Act (FERPA). All staff in any of the clinical locations in the District will abide by policies and procedures with respect to confidentiality and student educational records per the FERPA Compliance Agreement attached to this document as (*Appendix A-FERPA Compliance Agreement.*) Clarity further agree they will indemnify and hold the District, its agents, servants and successors harmless from any claims asserted against the District arising out of Clarity's violation of FERPA or IDEA and its state and federal regulations or a violation of the District's policies and procedures, including for any costs and attorney's fees incurred by the District in defending such claims. While performing services under this Agreement, Clarity agree to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.

8.3. HIPAA and Part 2 Compliance. Clarity and the District shall ensure that its directors, officers, employees, contractors and agents do not use patient health information (PHI) received from Clarity clinical data in any manner that would constitute a violation of the privacy standards of HIPAA and, as applicable, 42 C.F.R. Part 2. (*Appendix B – See HIPPA Requirements.*)

SECTION IX

GENERAL PROVISIONS

9.1. Severability. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by Clarity, or the District to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions of this Agreement shall remain in force and effect.

9.2. Notices. All notices required under this Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addressees indicated below unless written notification of change of address shall have been given.

If to School District to:

Superintendent, Columbia Public Schools
Dr. Brian Yearwood
1818 W. Worley Street
Columbia, MO 65203

If to Clarity to:

Mark Conover, VP Health Services
Clarity Healthcare

141 Communication Drive
PO Box 151
Hannibal, MO 63401

9.3. **Waiver of Breach.** Except as otherwise provided herein, this Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by both parties.

9.4. **Binding Agreement.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

9.5. **Conformance.** The parties agree to amend the Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which is subject now or in the future including, without limitation, the Privacy Standards, Security Standards or Transactions Standards (collectively "Laws"). If within ninety (90) days of either party first providing written notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are i) unable to mutually agree upon and make amendments or alterations to the Agreement to meet the requirements in question, or ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate the Agreement upon ninety (90) days prior written notice.

9.6. **Amendments.** Amendments to the memorandum must be made in writing and signed by the proper agents.

9.7. **Periodic Review and Revision.** Periodic Reviews of this agreement necessitated by changes and extensions of those underlying agreements may result in changes to this agreement. These will be mutually agreed upon by both parties and executed by an addendum.

9.8. **No Joint Venture.** It is understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either party be liable for the debts or obligations of the other of them, except as otherwise specifically provided in this Agreement.

SECTION X

INSURANCE

10.1. **Types of Insurance.** Clarity, and the District agree that each shall obtain and maintain in full force and effect liability insurance coverage with limits of at least one million dollars (\$1,000,000.00) per claim or occurrence and three million dollars (\$3,000,000) per year in the aggregate to cover all insurable risks associated with its obligations under this

Agreement and to keep such insurance in force at all times during the term of the Agreement. Further, the District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance purchased by Clarity hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the District and its employees by statute or at common law.

10.2. Indemnification. To the extent allowed by law, each party (“Indemnitor”) will indemnify and hold the other (“Indemnitee”), their respective officers, directors, trustees, employees, or agents (collectively, the “Indemnitees”), harmless to the extent allowed by law from and against any and all losses, damages, expenses (including reasonable attorney’s fees), claims, liabilities, suits, or actions for personal injury or property damage (“Claims”) or both, of whatsoever nature or kind, arising out of or as a result of the negligent act or negligent failure to act of Indemnitor or any of its agents or employees, or arising out of or as a result of a breach of this Agreement.

The parties agree to notify the other promptly if the other party becomes aware of any claim asserted, or expected to be asserted, by a person which may be related to the scope of this Agreement, or any activity carried out under this Agreement. The parties shall cooperate with each other (and any affected insurance carriers) in the investigation and disposal of any such claim.

SECTION XI

BILLING FOR SERVICES TO STUDENTS

11.1. Fee Schedule. Clarity shall establish a sliding fee schedule as dictated by the Federal Poverty Guidelines in accordance to HRSA governance. In keeping with Federal governance a sliding fee discount program that meets program requirements allows individuals and families who are uninsured or underinsured to receive services for a fee that is adjusted based on their ability to pay and assures that equitable charges for services are applied across all health clinic patients. No one will be denied access to services due to inability to pay. Children that are on the District’s free or reduced school lunch program are deemed to be sliding fee and will have their sliding fee waived for services provided within the School Based Health Clinic.

11.2. Billing Procedures. Clarity will bill faculty and student guardians with insurance for applicable coinsurance and/or deductibles. Parents/guardians of students with insurance and who qualify for the free or reduced school lunch program will not be responsible for any coinsurance or deductible after their commercial insurance processes their claims.

SECTION XII

REPORTING AND RECORD KEEPING REQUIREMENTS

12.1. Clarity. Clarity, and the District will develop a reporting tool and plan for the School Based Health Clinic through the quarterly Advisory Committee Meetings.

12.2 **Program Roster.** Clarity will provide a roster of personnel providing services through the school programs prior to the start of the school year.

SECTION XIII

MISCELLANEOUS

13.1. **Attached Appendices.** All of the attached appendices form an integral part of the understandings and agreements between the Parties and are as such a part of the Agreement.

13.2. **Non-Assignment.** Neither the Agreement nor any part of it shall be assigned or subcontracted by Clarity without prior written consent of the District.

13.3. **Force Majeure.** In the event and to the extent either Party is unable to perform its obligations under this Agreement because of any act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond such Party's control, such Party shall be excused from performance of the Contract.

13.4. **Venue and Enforcement of Agreement.** Any legal action in connection with this Agreement shall be filed in the Circuit Court of the county in which the District is primarily located, the United States District Court for the district in which the District is located, as appropriate, to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either Party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing Party.

13.5. **E.-Verify Program.** Upon reasonable request by the District, Clarity shall provide to the District a sworn affidavit and other sufficient documentation to affirm their enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor.

Clarity shall also, upon reasonable request by the District, provide the District a sworn affidavit affirming that they do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

13.6. **Governing Law.** The provisions of this Agreement will be construed and interpreted in accordance with the laws of the State of Missouri.

13.7. **Sever.** If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot be enforced, the Parties agree that such determination shall not affect or invalidate the remainder of the Agreement.

13.8. **Complete Agreement.** This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior understanding, whether oral or written, between the Parties. Any amendments or modifications to this Agreement must be in writing and signed by the Parties.

13.9. **Recitals.** The Recitals contained in this Agreement form a part of this Agreement and are binding on the Parties to the Agreement.

13.10. **Modification.** This Agreement and any amendment or modification hereto may be executed in two or more signature counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one and the same Agreement. The Parties agree that a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier or other electronic transmission, including portable document file (PDF) is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. No Party may raise the use of or transmission of a signature by facsimile machine, telecopier or other electronic transmission as a defense to the enforcement of this Agreement.

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SECTION XIV

SPECIAL CERTIFICATION

The individual officer signing this agreement certifies by his/her signature that he/she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

**Preferred Family Healthcare, Inc.
d/b/a Clarity Healthcare**

Columbia Public Schools

EVP Community Health

President, Board of Education

Date

6/12/23

Date

Attest:

Secretary, Board of Education

6/12/23

Date